

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Main Administrative Building, Sector VI
NOIDA - 201301

Industrial Department

Location : 9/B-012

TRANSFER MEMORANDUM

No 6801
Run Date 08/04/2010
Regn.Id. 60026630

Shri/Smt/M/s. PICUP through its Asstt. Managar D.C. Arya

PICUP BHAWAN, Gomti Nagar, Lucknow-10

ALLOTTED/transferred Industrial plot/ No. 9/B-012
has applied for transfer of plot/shed 9/B-012 in favour of
M/S. SALUJA CONSULTANCY SERVICES PVT. LTD.
B-33, LAJPAT NAGAR-I, NEW DELHI

Accordingly, the permission for transfer is being granted subject to the following terms and conditions :

1. The transfer charges are applicable @ Rs780per sqmt. amounting to Rs324480
2. Henceforth lease rent shall be payable as per prevailing policy of the Authority.
3. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time to recovery of dues. In case of default in payment present rate of interest is 15% per annum compounding at six monthly rest for the defaulted amount for the defaulted period.
4. The transferee shall come into commercial production within one years from the date of transfer memorandum. In case of breach of terms and conditions, the Lease/Transfer deed will be cancelled/ revoked and the possession shall be resumed by the Authority
5. The transferee shall be bound by the terms and conditions of Lease Deed executed between the Lessee and NOIDA on 05/12/1989 subject to the changes mentioned in the transfer Memorandum and otherwise, from time to time.
6. The transferee automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.
7. The transferee shall be running the project of
Software Hardware Computer
The transferee shall be liable to fulfil various requirement laid down by the U.P. Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulation of the Authority and shall be implemented only after the prior approval of such changes from the Authority. Any change of project without prior written approval of the Authority shall be considered a violation of terms and transfer/Lease/transfer Deed and shall invite necessary action for cancellation/revocation of lease/tr. deed.
8. The transferee shall not rent-out/sublet the premises(Party/fully) without prior permission of the Authority.
9. The Transferee shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms conditions framed by Noida in this regard from time to time.
10. In case transferor is a banafide lessee then he shall execute transfer deed with the transferee within 90 days fro the date of issue of of transfer memorandum. in case of default, penalty shall be @ rs 50/- per day upto 200 sq.mtr. plot area @ Rs. 100/- per day upto plot area of 800 sq.mtr. and @ Rs. 200/- per day for plot arear above 800 sq.mtr. and a certified copy of the same shall be submitted to the AUTH after the registration of the same with the Sub-Registrar, NOIDA. The transfer Memorandum shall be part of transfer deed executed between transferor and transferee

11. The transfer is for the balance period of 90 years w.e.f. date of allotment.
12. In case property is being transferred by UPFC, NOIDA (U/S-29) necessary legal document shall be executed by UPFC NOIDA and certified copy of the same shall be submitted to this office within 60 days from issue of this Transfer Memorandum.
13. If the transferee/transferor does not abide by the term condition of allotment/Lease and building regulation and directions or any other rules framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
14. Transferee will not implement the project before execution of transfer deed.
15. That the Transferee shall employ 5% employee out of total labour force from the families whose land have been acquired for the development of NOIDA area.
16. Transfer is approved subject to submission of No objection Certificate from A.O. (IAA), NOIDA or /PE (JAL) NOIDA.
17. The transferee shall be bound by the terms of allotment/lease deed/transfer deed/as they stand amended from time to time and shall also be bound by all the rules and regulation framed by the Authority in this regard.
18. The transferee shall be governed by provisions of U.P Industrial Area Development Act, 1976.
19. Transferee may mortgage the property to any financial Institution including banks without the permission from the Authority provided full payment towards premium, intt. thereon one time lease rent has been paid.
20. In the event of any dispute legal jurisdiction shall be district Court of Gautam Budh Nagar and Hon'ble High Court of Allahabad.
21. It shall be exclusive responsibility and liability of the transferee to indemnify Noida against all claims and damages made by any Financial/Institutional/Bank/U.P.S.E.B/Trade tax Deptt/Noida (Ind. Area Accounts & Jal Deptt.)/Directorate of Industries. U.P and or by any of the earlier lessee/transferor/transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.
22. If there is any revision in the rate this will be applicable on the transferee.

COPY TO:-

1. ✓ Transferor PICUP through its Asstt. Manager D.C. Arya
2. Transferee M/S. SALUJA CONSULTANCY SERVICES PVT. LTD.
3. A.O (IAA), NOIDA
4. Regional Manager UPFC NOIDA
5. GM DIC Gautam Budh Nagar
6. A.O (Revenue -Jal), NOIDA

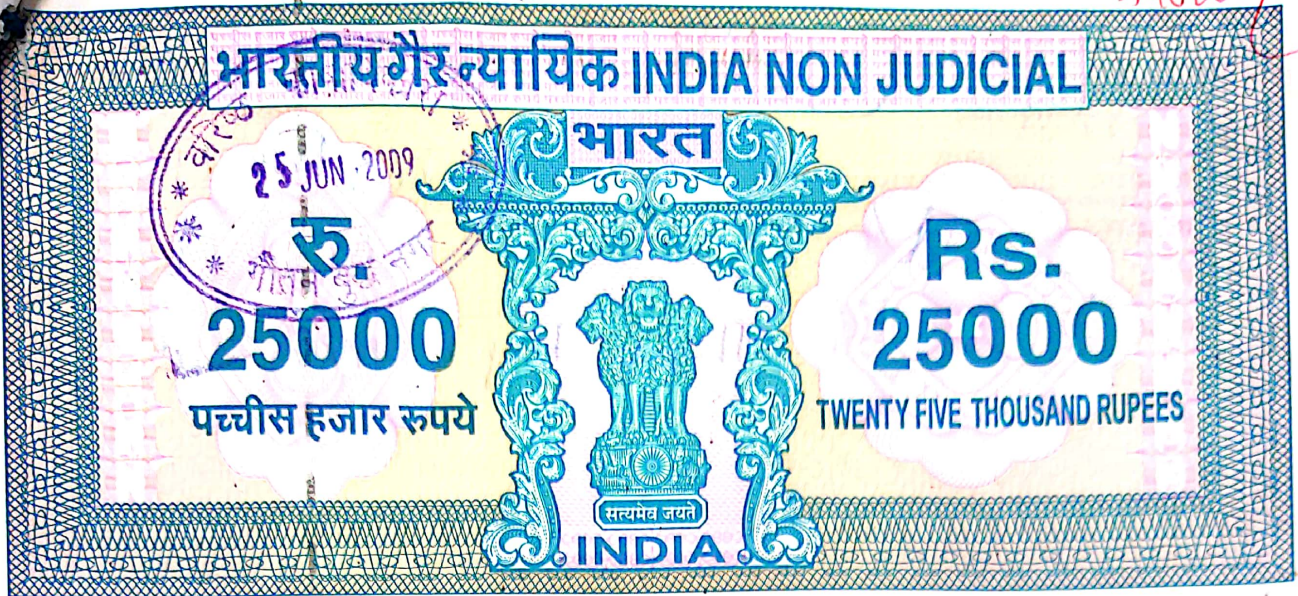
Manager/Desk Officer (Ind.)

Manager/Desk Officer (Ind.)

मुकेश श्रीवास्तव

प्रबन्धक

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उत्तर प्रदेश UTTAR PRADESH

A 143743



VED PRAKASH
Deed Writer
(NOIDA)



VED PRAKASH
Deed Writer
(NOIDA)

(SALE THROUGH AUCTION)

(Sale deed)

CONSIDERATION AMOUNT

Rs. 1,51,00,000/-

(Rupees ONE CRORE FIFTY ONE LAKHS only)

STAMP DUTY @5%

Rs. 7,55,000/-

ADMEASURING

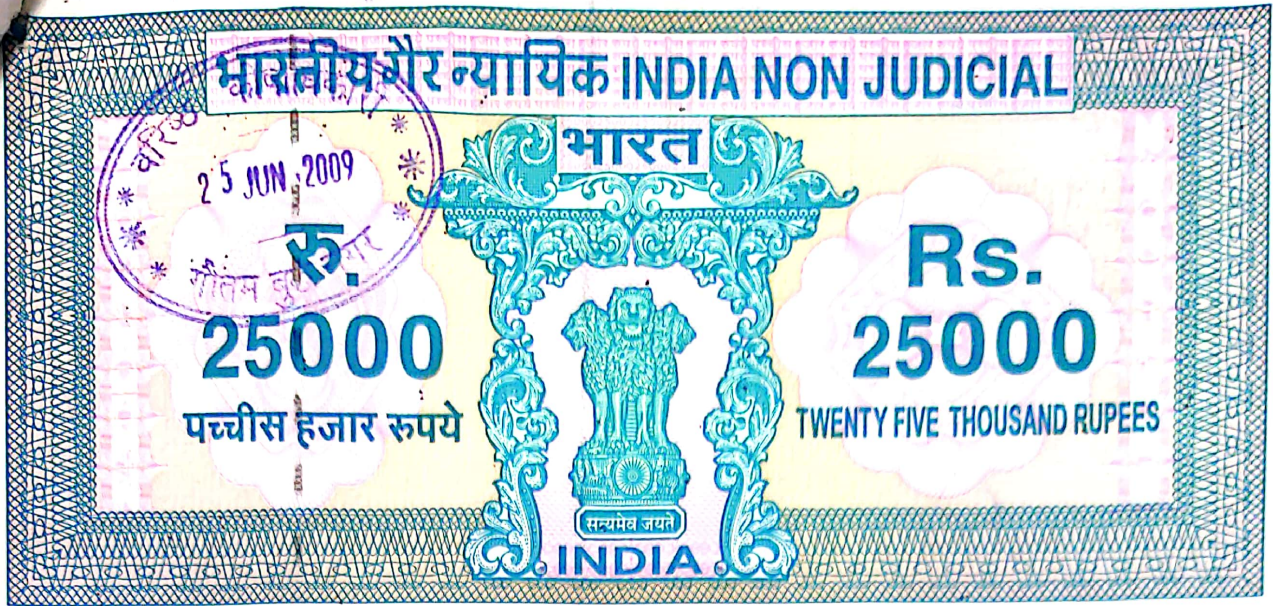
: 416.0 sq. mtrs.

For Saluja Consultancy Services Pvt. Ltd.

Director

(D. C. ARYA)
Dy. Manager (Legal),
PICUP,





उत्तर प्रदेश UTTAR PRADESH

A 143744

(2)

SALE DEED


This Deed of Sale is made at Noida, on this 29th day of JUNE 2009, by **THE PRADESHIYA INDUSTRIAL & INVESTMENT COPORATION OF U.P. LTD.**, a Government company within the meaning of the Companies Act, 1956, having its registered office at "**PICUP BHAWAN**", Gomti Nagar, Lucknow-226 010, hereinafter called the "**VENDOR**" which expression shall unless it be repugnant to the context or meaning thereof includes its successors and assigns through its Shri D.C. ARYA, Dy. Manager (Law), an officer duly authorized, of the one part.

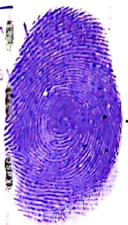
(3)

IN FAVOUR OF

M/S. SALUJA CONSULTANCY SERVICES PVT. LTD., a company incorporated under the companies Act, 1956 and having its Registered Office at **B-33, LAJPAT NAGAR-II, NEW DELHI**,

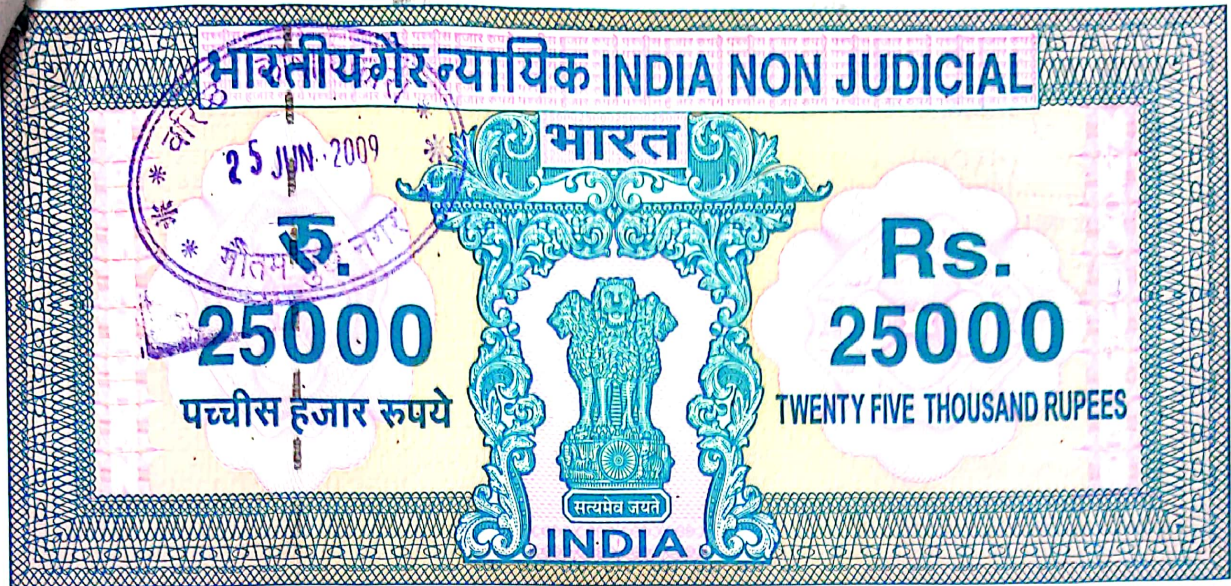
For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,




Director





उत्तर प्रदेश UTTAR PRADESH

A 143745

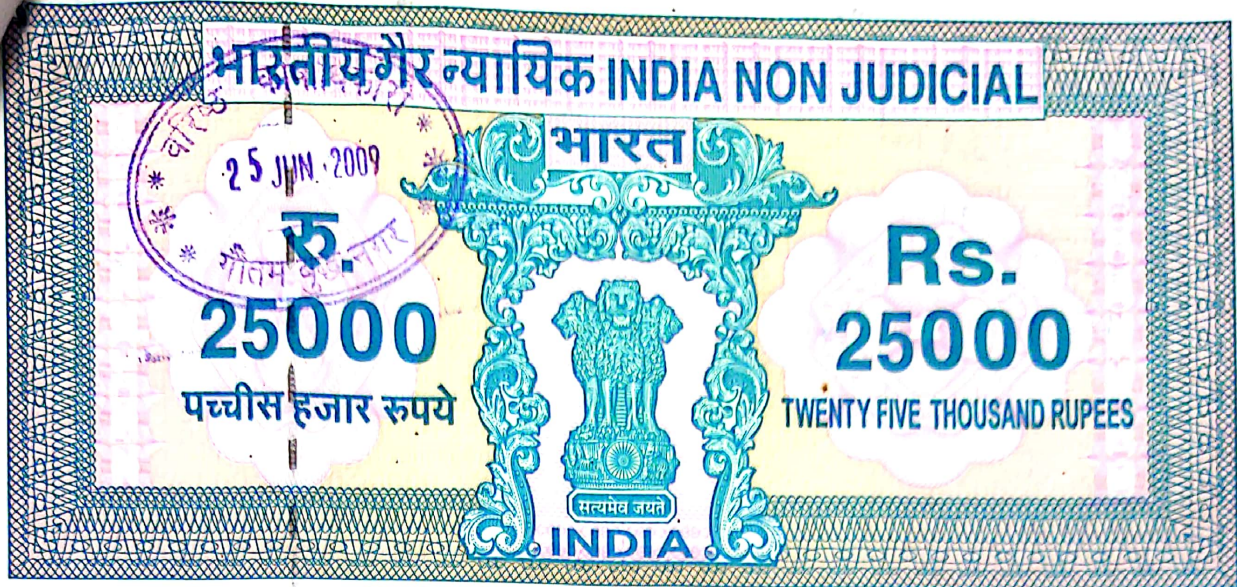
hereinafter called "VENDEE", which expression shall unless it be repugnant to the context or meaning thereof includes its successors and assigns through its Director **SHRI RAJ KUMAR SALUJA SON OF LATE SHRI L.R. SALUJA, RESIDENT OF D-51, AMAR COLONY, LAJPAT NAGAR, NEW DELHI-24, AUTHORISED BY RESOLUTION PASSED IN THE BOARD MEETING HELD ON 24.06.2009, of the OTHER PART.**

For Saluja Consultancy Services Pvt. Ltd.

Director

(D. C. ARYA)
Dy. Manager (Law)
PICUP,





उत्तर प्रदेश UTTAR PRADESH

A 143746

(4)

WHEREAS

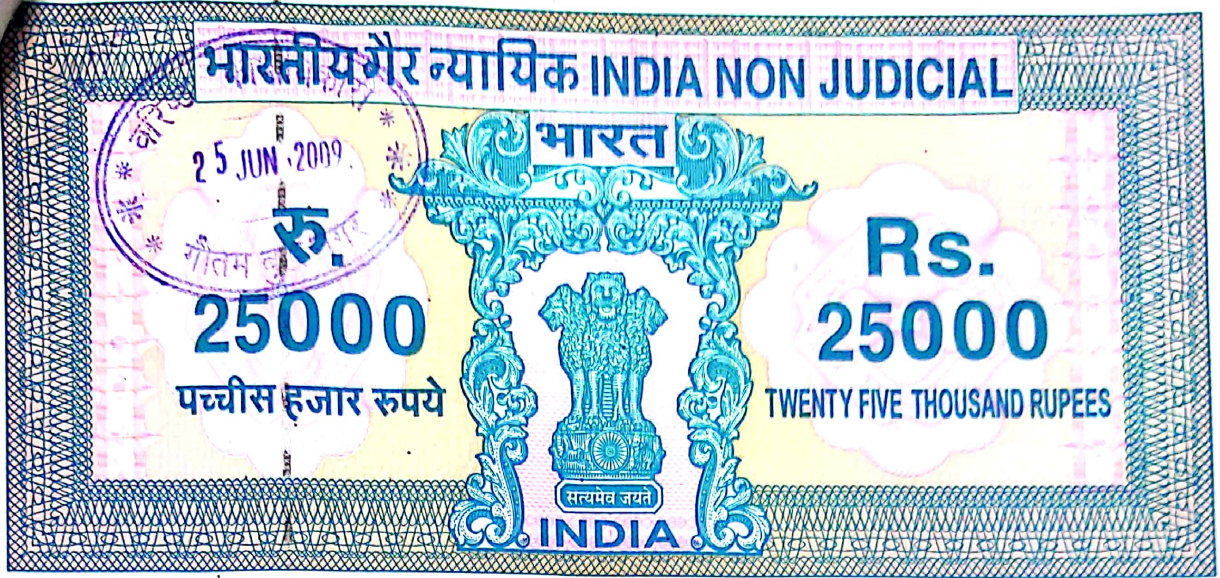
1. The Vendor sanctioned to M/s. UNI AIR REFRIGERATION PVT. LTD. Having its Registered Office at B-96, LAJPAT NAGAR-I, NEW DELHI, and being a company within the meaning of the Companies Act, 1956, hereinafter referred to as "the Borrower", a Term Loan of Rs. 56.00 Lakhs only for the manufacture of Air Conditioners at Plot No. B-12, Sector-9, Noida-201301, U.P., ADMEASURING 416 SQ. METERS, And in order to secure the said loan, interest and other monies, the borrower created an equitable mortgage on 16.08.1990, in favour of the vendor by deposit of lease deeds, relating to the leasehold interest of the borrower over the land/immovable properties of the borrower located as aforesaid under the lease deed executed by the NOIDA AUTHORITY, duly registered with the SUB-REGISTRAR concerned on 18.12.1989 AND TRANSFER DEED registered on 13.06.1990.

For Sahuja Consultancy Services Pvt. Ltd.

(D. C. ARYA)
Dy. Manager (Law)
PICUP,

Director





उत्तर प्रदेश UTTAR PRADESH

A 143747

(5)

2. The Vendor disbursed an amount of Rs. 35.15 Lakhs only to the borrower in pursuance of the mortgage as aforesaid against the sanctioned loan.

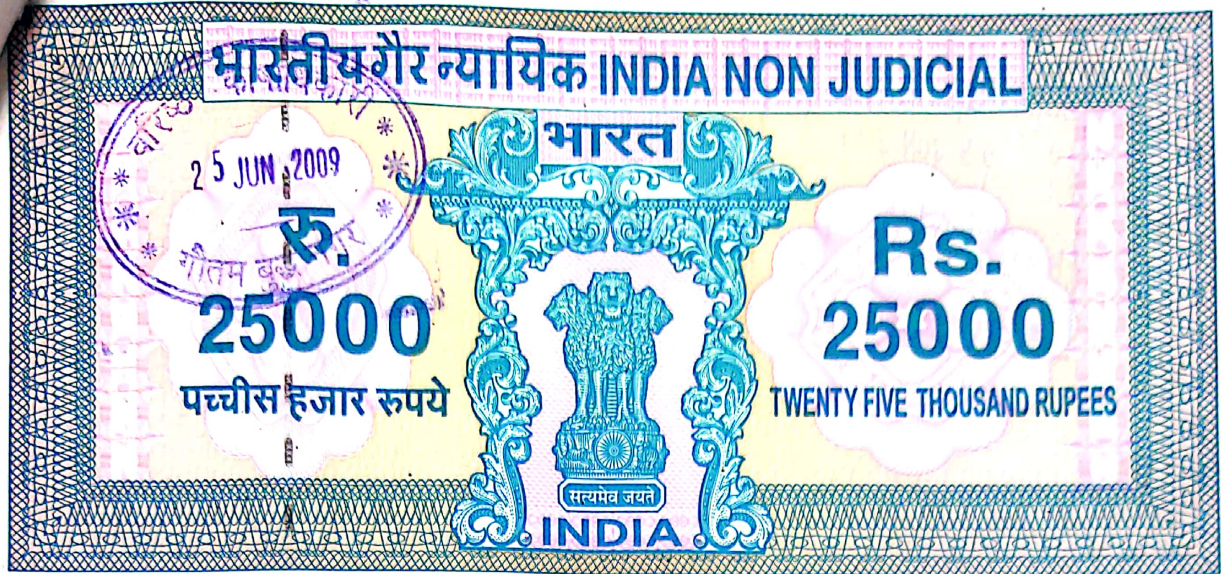
For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (L.
PICUP,




Director



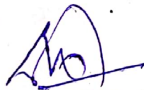


उत्तर प्रदेश UTTAR PRADESH

A 143748

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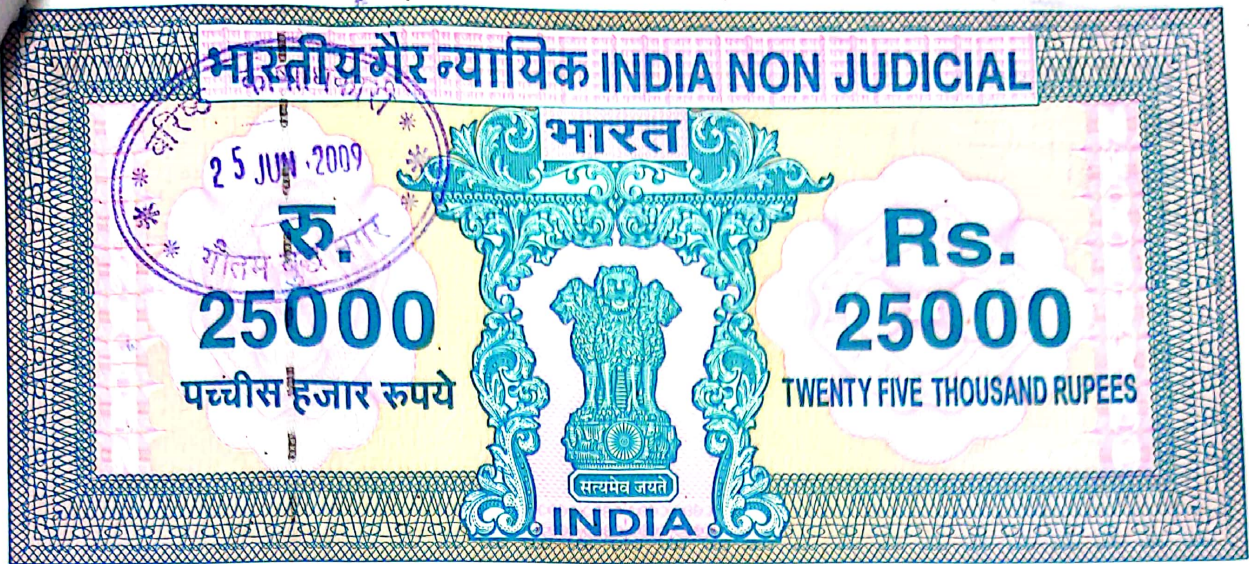
3. The borrower defaulted in the repayment of the said loan and payment of interest, cost, charges, expenses and the other monies to the Corporation and consequently the Corporation on 13.06.2007, by virtue of and under the powers conferred upon it under Section 29 of the State Financial Corporation Act, 1951, took over the physical possession of the entire assets as aforesaid including land and building of the borrower located at Plot No. B-12, SECTOR-9, NOIDA, -201301, U.P., For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
FICUP.




Director






उत्तर प्रदेश UTTAR PRADESH

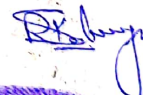
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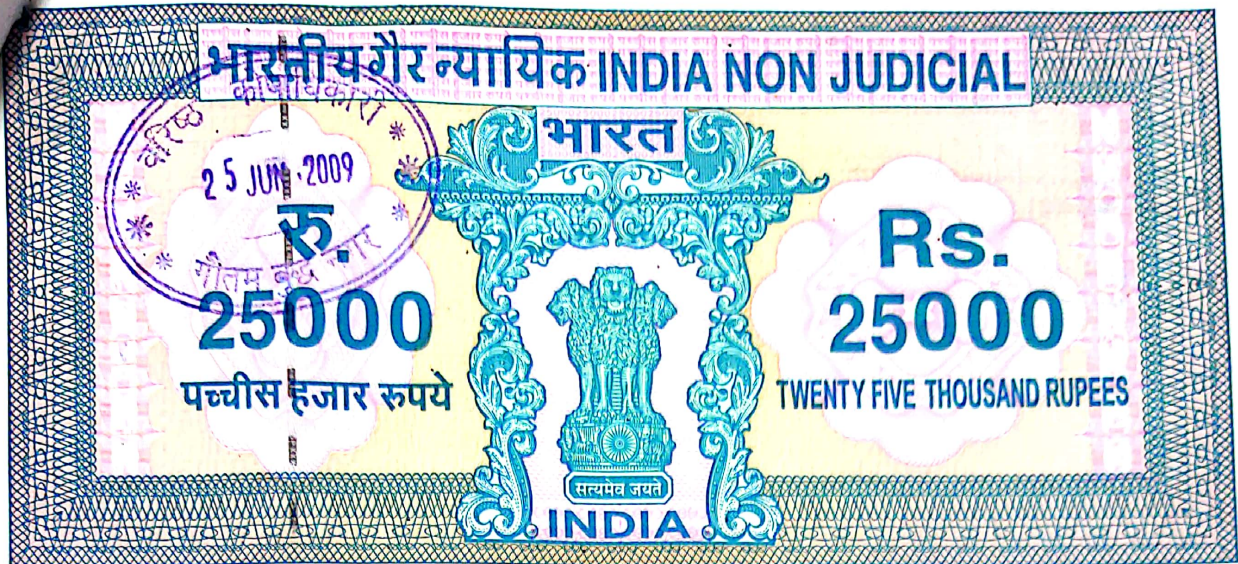
4. The Vendor advertised the sale of the said assets in the newspapers and on the highest offer of Rs. 151.00 Lakhs only received from **M/s. SALUJA CONSULTANCY SERVICES PVT. LTD.**, for purchase of the lease hold interest in the plot of land admeasuring 416 sq. meters, alongwith Building thereon at Plot No. B-12, SECTOR-9, NOIDA,-201301, DISTT. GAUTAM BUDH NAGAR, U.P., hereinafter referred to as "**the said property**", being acceptable to the vendor, the vendor agreed to sell and said **M/s. SALUJA CONSULTANCY SERVICES PVT. LTD.**, agreed to purchase the same for the sale consideration as aforesaid.

For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
P.O.P.


Director





उत्तर प्रदेश UTTAR PRADESH


A 143750

(8)

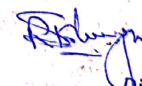
NOW THEREFORE, THIS SALE WITNESSETH AS UNDER :-

- a. That for consideration of the sum of Rs. 151.0 Lakhs (Rupees ONE HUNDRED FIFTY ONE LAKHS Only), receipt whereof the vendor doth hereby acknowledge, the vendor doth hereby absolutely sell and transfer the said property to the vendee and all the vendor's rights, title and interest in and over the said property fully detailed and described as aforesaid and in the schedule attached hereto together with all easements, to hold, use and enjoy the said hereditaments as rightful owner of the leasehold interest in and about the said property, possession whereof has been delivered to the vendee by the vendor on 16.04.2009.

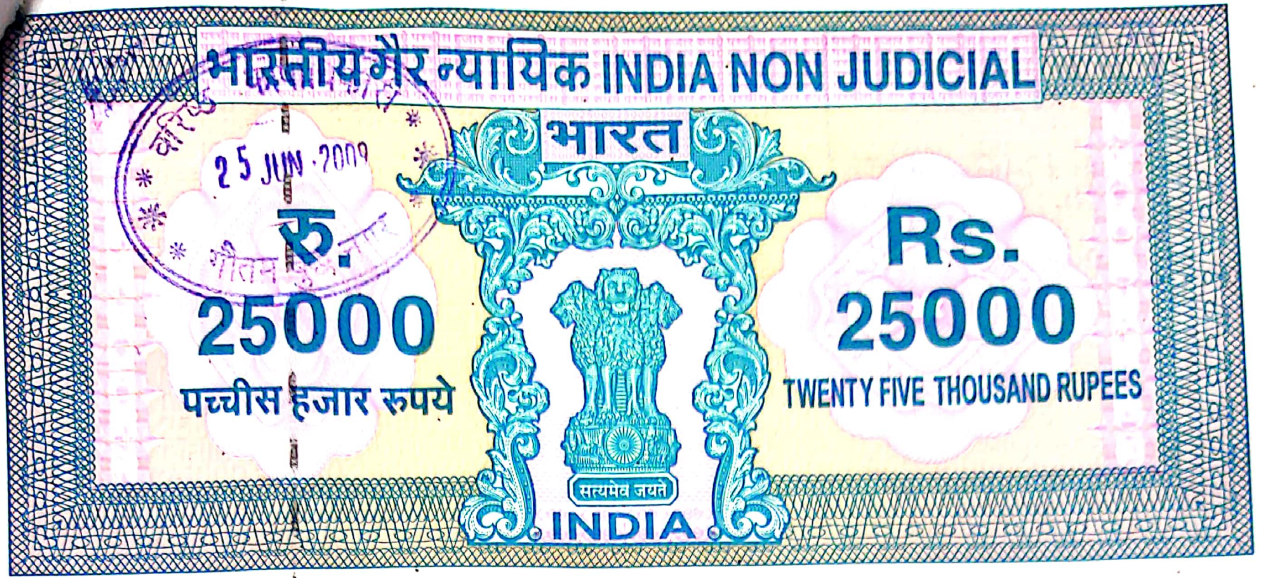
For Sahuja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,




Director





उत्तर प्रदेश UTTAR PRADESH

A 143751

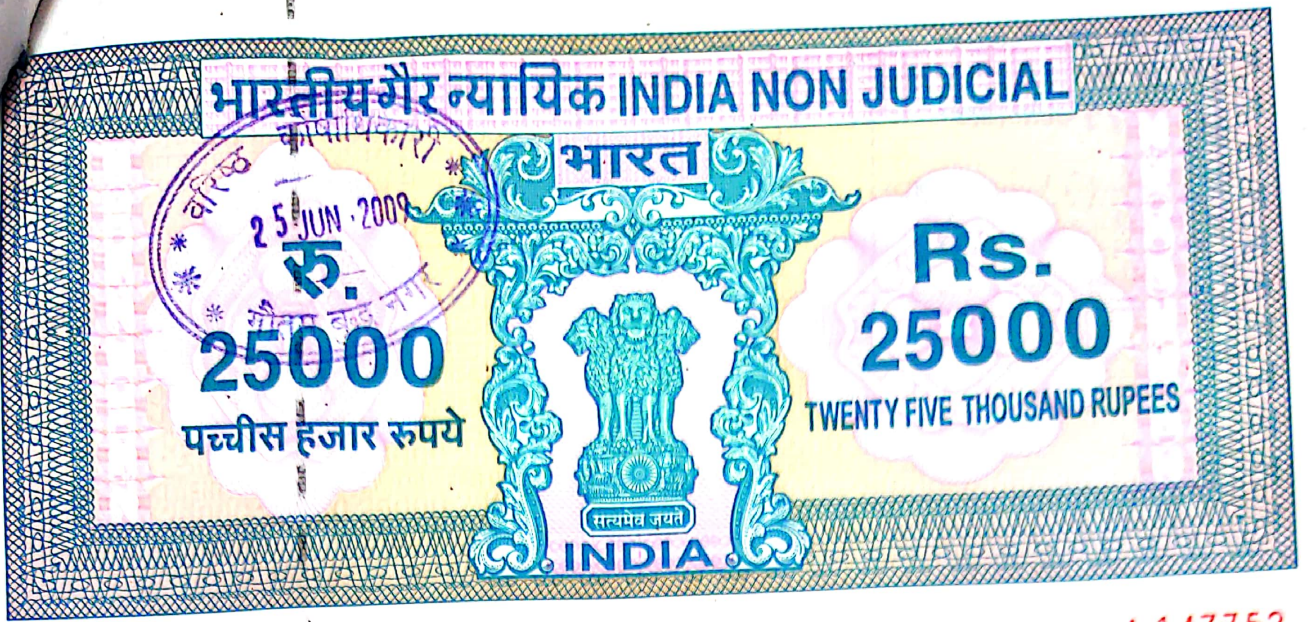
(9)

- b. That on and from the date of execution of these presents the vendee shall become entitled to the said property more specifically described as above and in the schedule attached hereto, subject to the lease deed as aforesaid. *For Sahju Consultancy Services Pvt. Ltd.*


(D. C. ARYA)
Dy. Manager (Law)
PICUP,


Director.





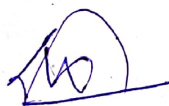
उत्तर प्रदेश UTTAR PRADESH

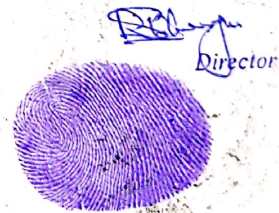
A 143752

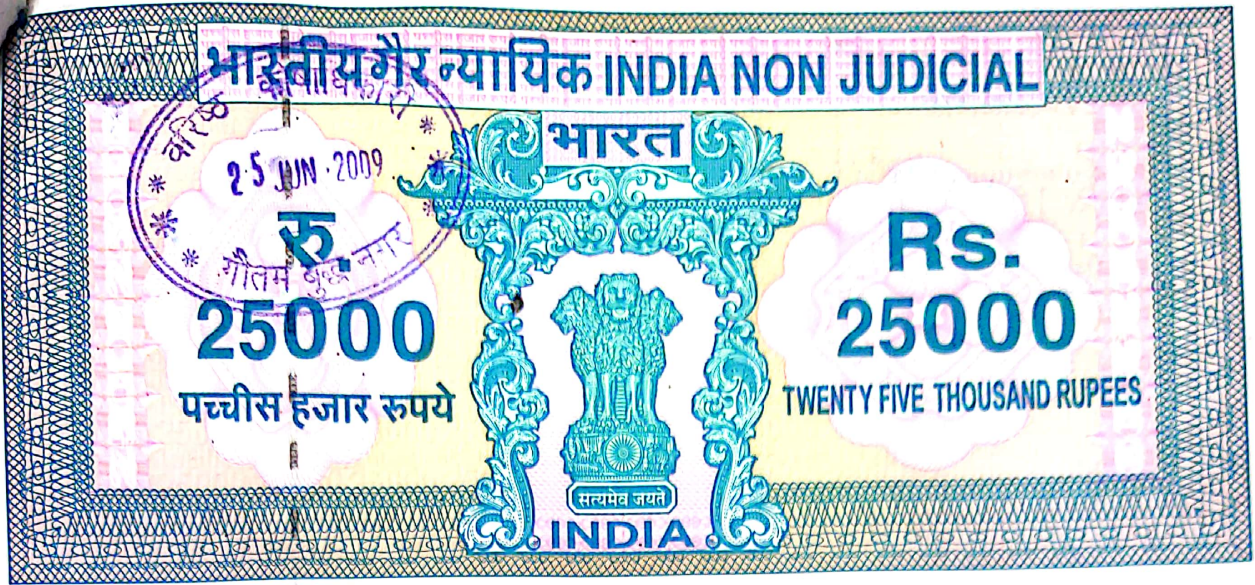
(10)

c. That the vendor doth hereby confirm that the borrower or any person on its behalf or claiming through or under the borrower or otherwise shall have no rights, title and interest in the said property and the vendee shall have at all times and forever a good and marketable title to the said property which the borrower and thereafter the vendor have hitherto possessed, without any hostile or adverse claim or title by or on behalf of anyone, subject to the lease deed as aforesaid.

For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,





उत्तर प्रदेश UTTAR PRADESH

A 143753

(11)

- d. That all the liabilities in respect or rates, rents, taxes, dues of UPSEB and duties in respect of the said property from the date of delivery of possession i.e. 16.04.2009, shall be borne and be payable by the vendee.

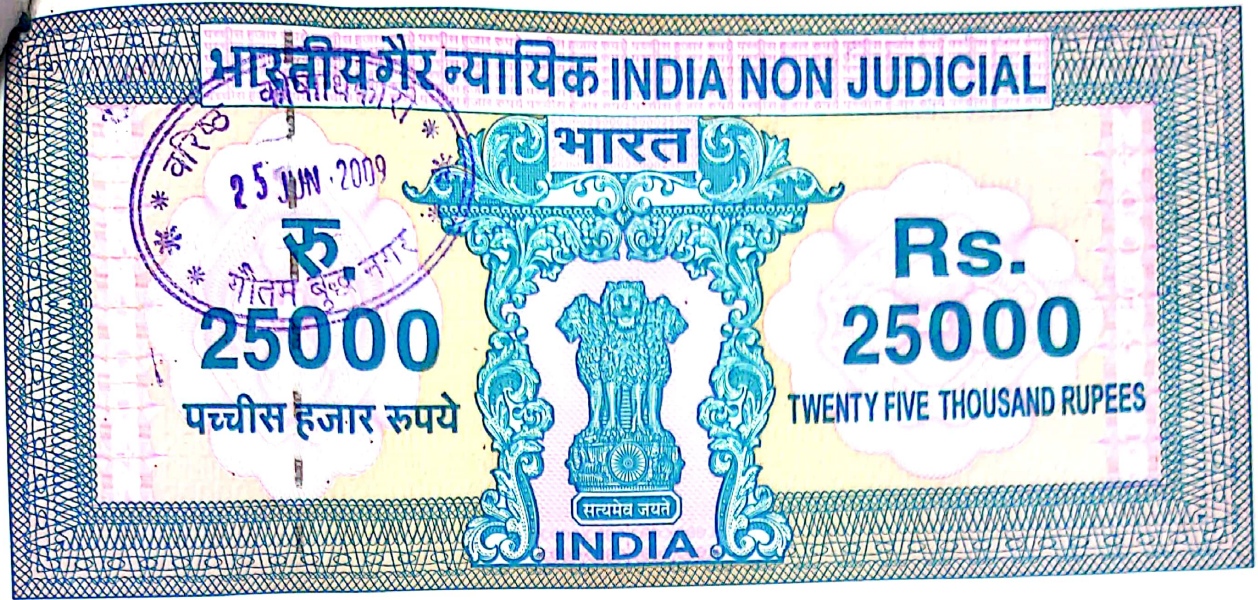
For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,




Director





उत्तर प्रदेश UTTAR PRADESH

A 143754

(12)

e. That all costs, charges and expenses relating to stamp duty chargeable on these presents and its registration shall be borne and paid by vendee only.

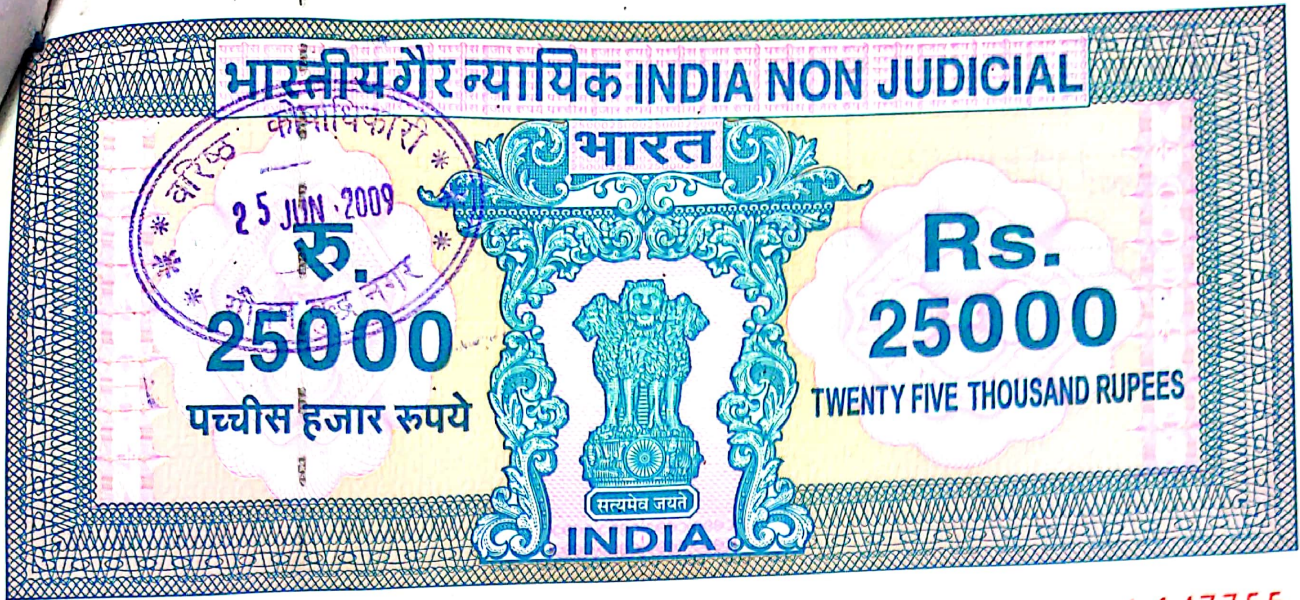
For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,



Director






उत्तर प्रदेश UTTAR PRADESH

A 143755

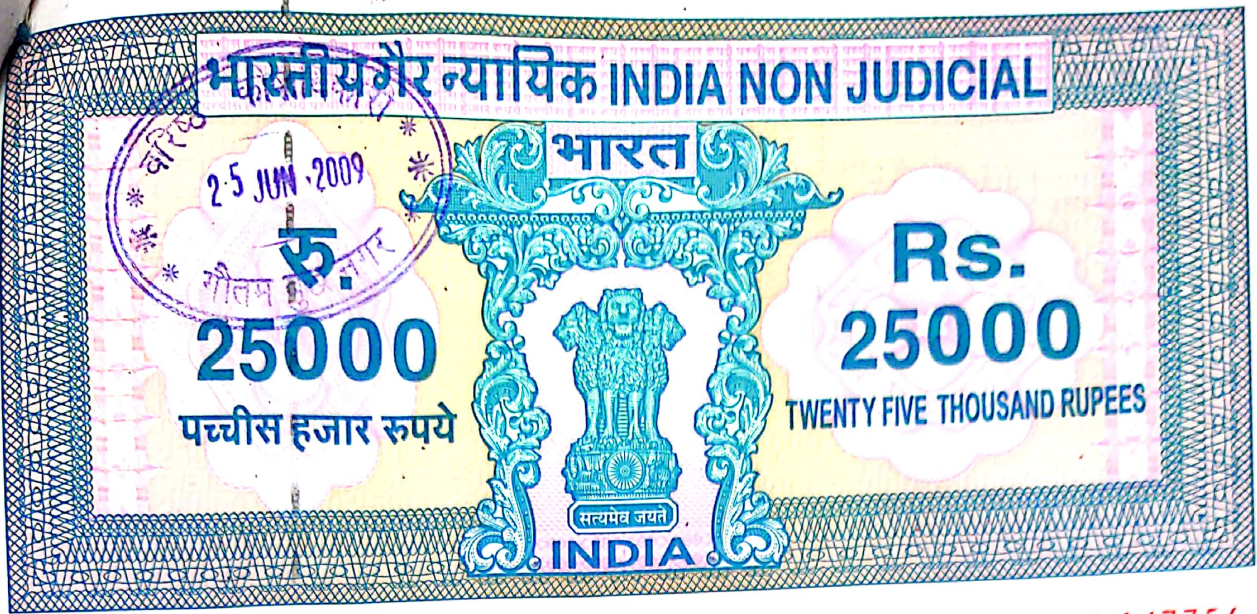
(13)

f. That the vendor has handed over the actual and vacant possession of the said assets to vendee on 16.04.2009, and the vendee is therefore, fully entitled to enjoy the same as absolute owner in possession.

For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
FICUP,


Director



उत्तर प्रदेश UTTAR PRADESH

A 143756

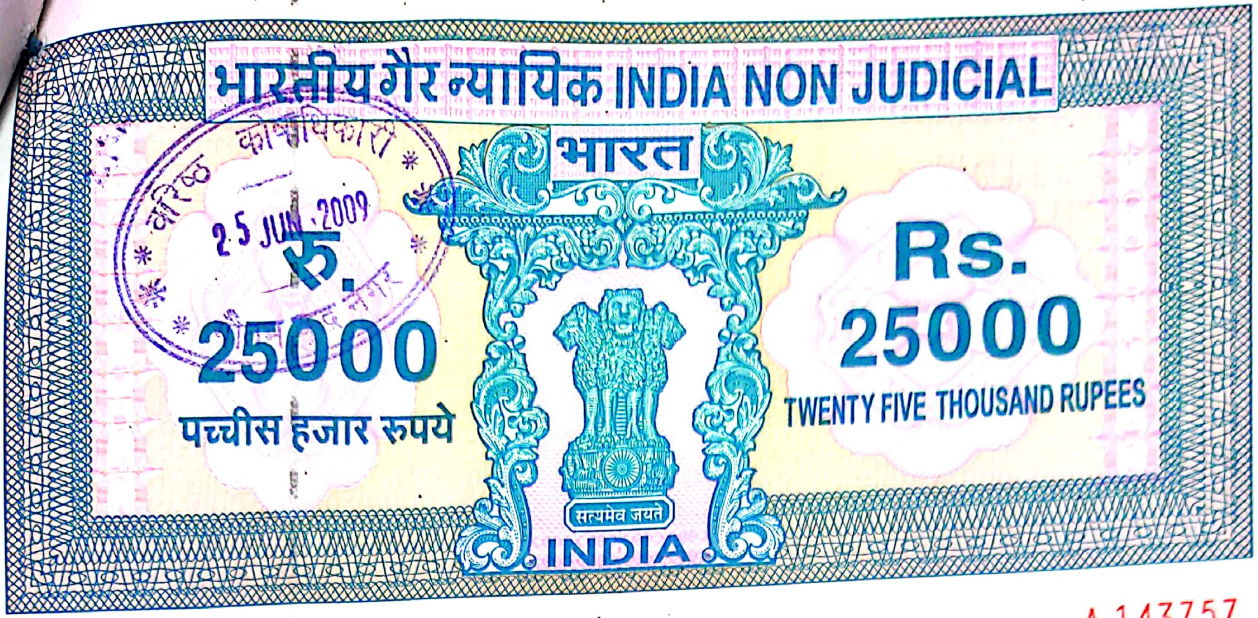
(14)

- g. That all appropriate approvals, sanctions and permissions from all authorities including UPSIDC, which are or may be required, if any, shall be obtained and procured by the vendee itself at its own costs.

For Saluja Consultancy Services Pvt. Ltd.

(D. C. ARYA)
Dy. Manager (Law)
PICUP,


Director




उत्तर प्रदेश UTTAR PRADESH

(15)

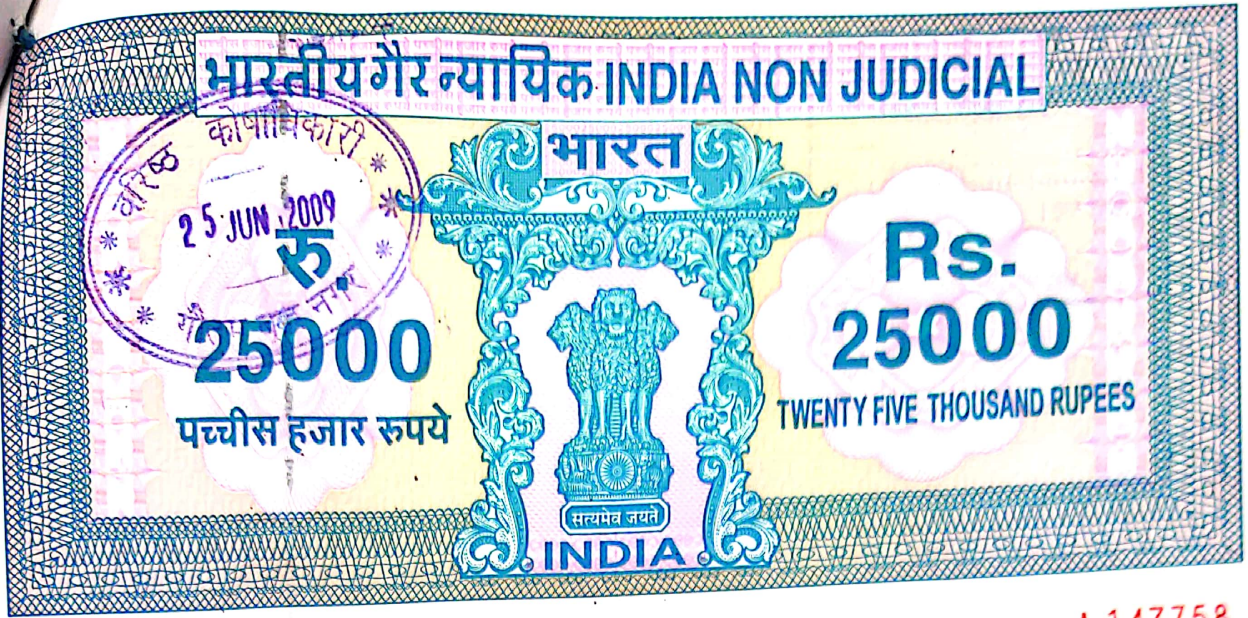
h. That for purposes of all suits and other legal proceedings arising out of this sale deed, exclusive jurisdiction shall be of courts at Lucknow only,
For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
FISUP,




Director





A 143758

उत्तर प्रदेश UTTAR PRADESH

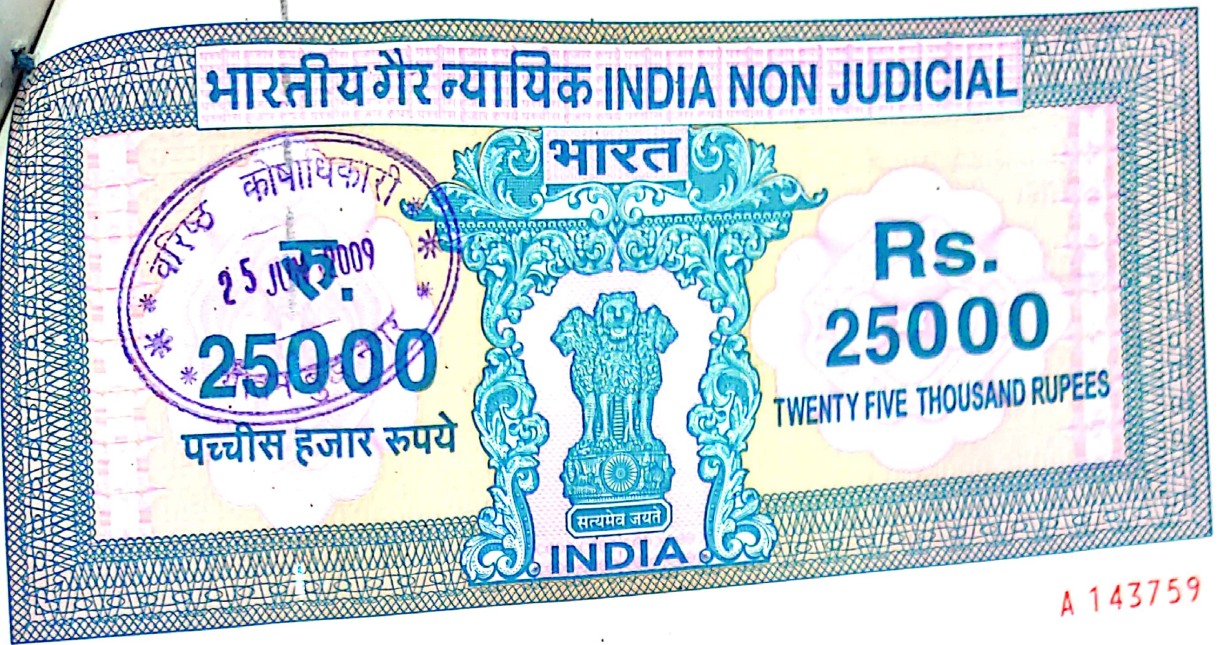
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THIS STAMP PAPER IS ATTACHED WITH THIS SALE DEED IN RESPECT
OF PLOT OF LAND NUMBERED AS 12, BLOCK-B, SECTOR-9,
SITUATED WITHIN THE NEW OKHLA INDUSTRIAL DEVELOPMENT
AREA NOIDA, CONTAINING BY ADMEASUREMENT 416 SQ. METERS.,

For Saluja Consultancy Services Pvt. Ltd.

Director

(D. C. ARYA)
Dy. Manager (Legal)
PICUP.





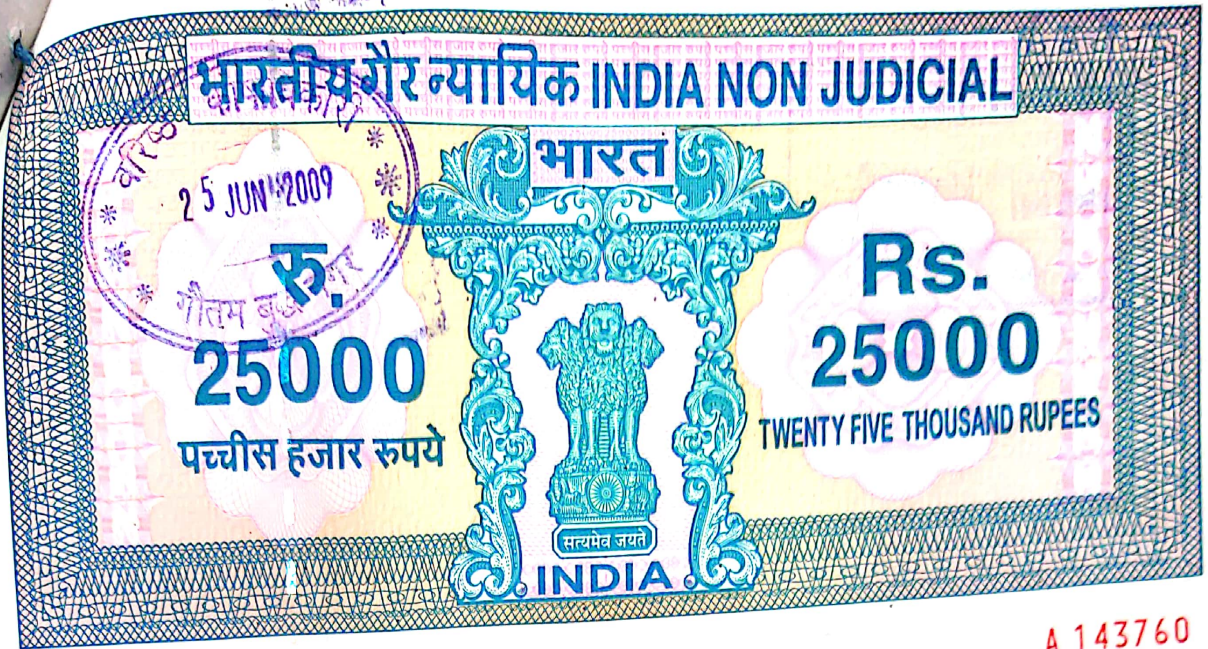
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THIS STAMP PAPER IS ATTACHED WITH THIS SALE DEED IN RESPECT
OF PLOT OF LAND NUMBERED AS 12, BLOCK-B, SECTOR-9,
SITUATED WITHIN THE NEW OKHLA INDUSTRIAL DEVELOPMENT
AREA NOIDA, CONTAINING BY ADMEASUREMENT 416 SQ. METERS.,

For Saluja Consultancy Services Pvt. Ltd.

Director

(D. C. ARYA)
Dy. Manager (L...)
FICUP,



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उत्तर प्रदेश UTTAR PRADESH

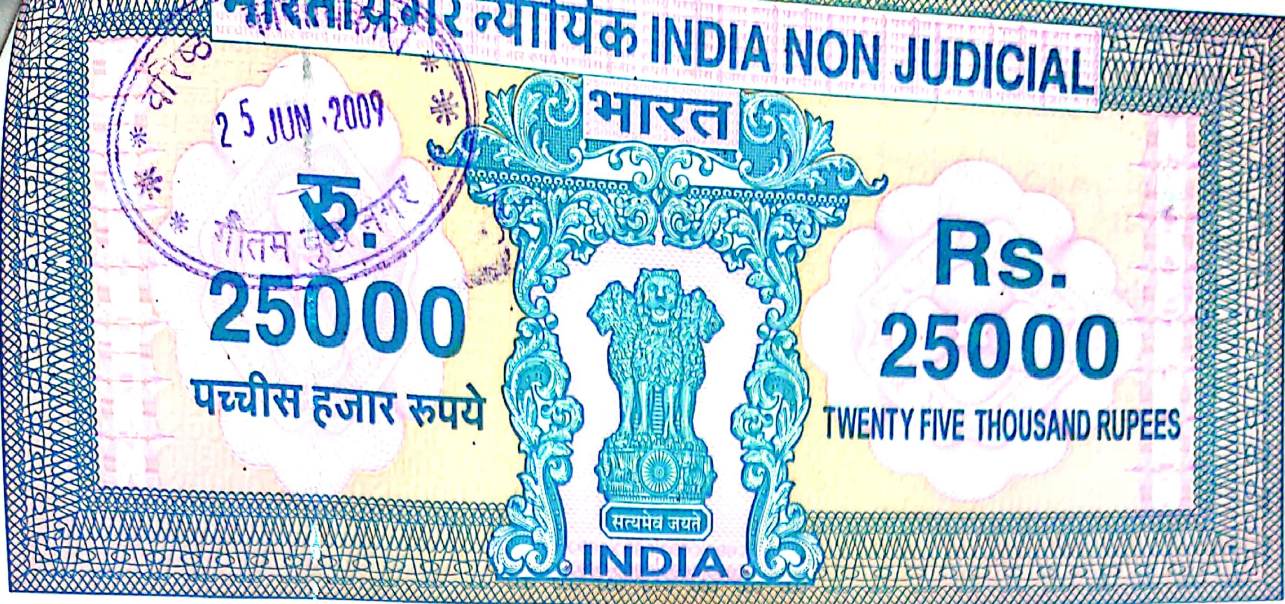
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OF PLOT OF LAND NUMBERED AS 12, BLOCK-B, SECTOR-9,
SITUATED WITHIN THE NEW OKHLA INDUSTRIAL DEVELOPMENT
AREA NOIDA, CONTAINING BY ADMEASUREMENT 416 SQ. METERS.,

For Sahuja Consultancy Services Pvt. Ltd.

[Signature]

Director


[Signature]
(D. C. A. IYA.)
Dy. Manager (Law)
FICUP,



उत्तर प्रदेश UTTAR PRADESH

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THIS STAMP PAPER IS ATTACHED WITH THIS SALE DEED IN RESPECT
OF PLOT OF LAND NUMBERED AS 12, BLOCK-B, SECTOR-9,
SITUATED WITHIN THE NEW OKHLA INDUSTRIAL DEVELOPMENT
AREA NOIDA, CONTAINING BY ADMEASUREMENT 416 SQ. METERS.,


(D. C. ANJA)
Dy. Manager (Law)
PICUP,

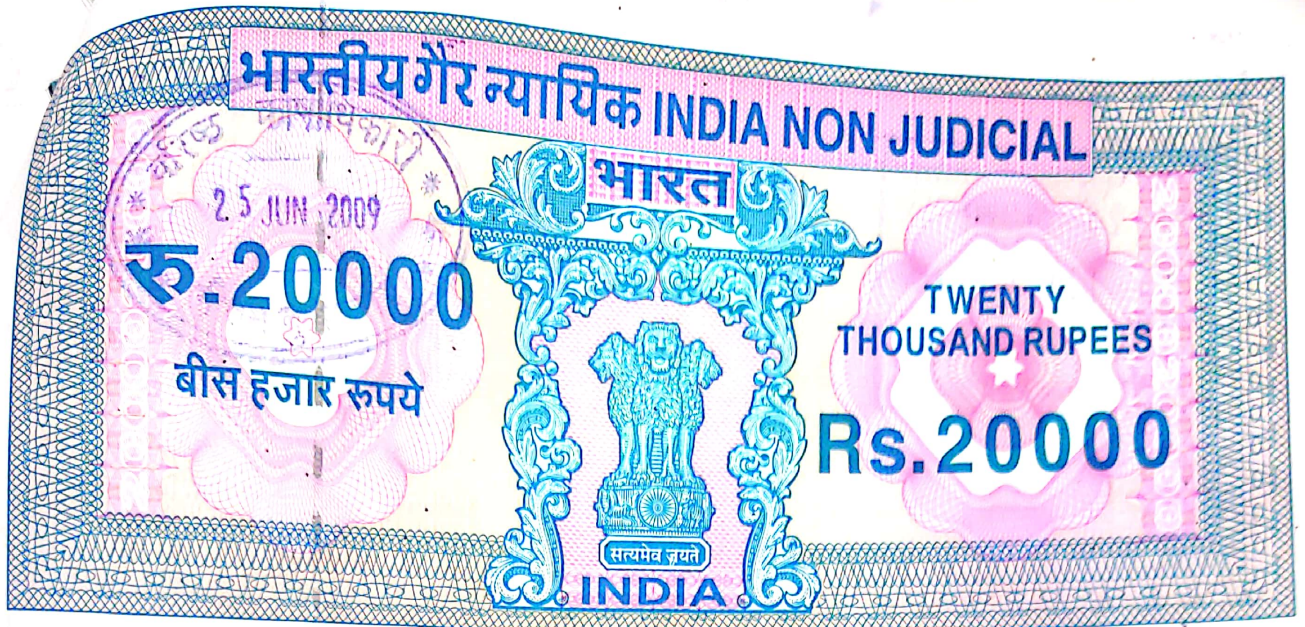


For Saluja Consultancy Services Pvt. Ltd.



Director





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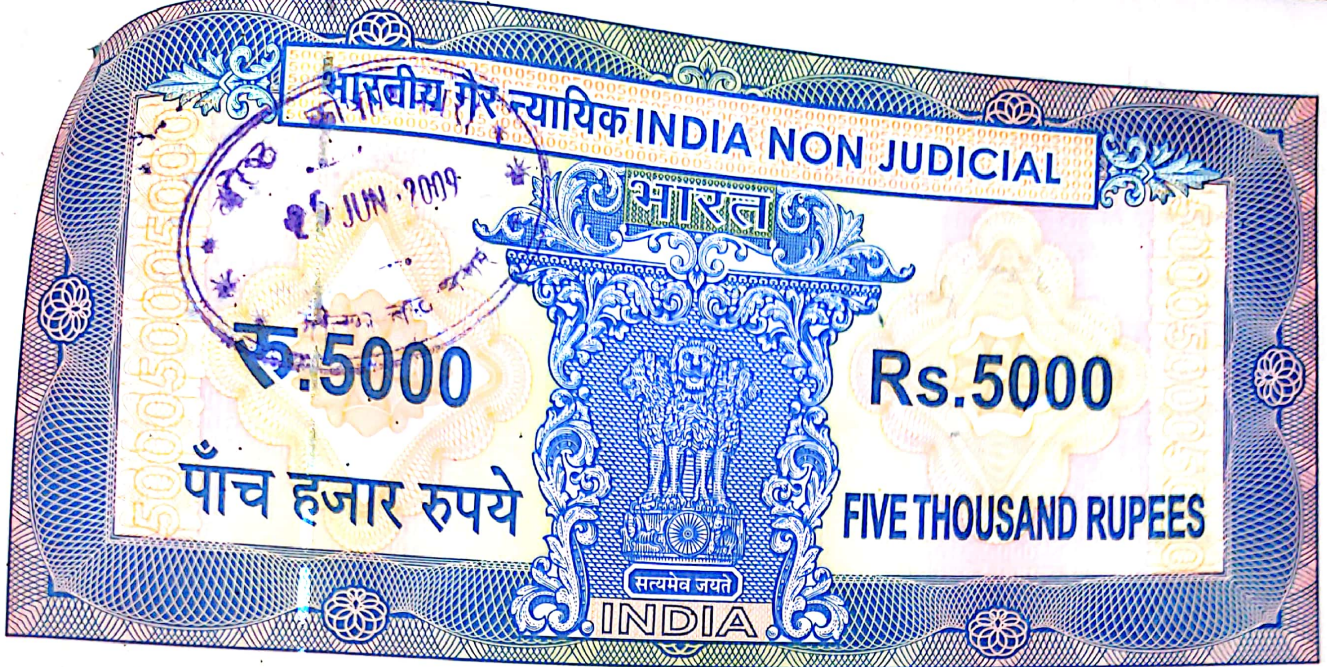
PHOTOGRAPHS OF INDUSTRIAL PREMISES No. B-12, SECTOR-9,
NOIDA, DISTT. GAUTAM BUDH NAGAR, U.P.,

For Saluja Consultancy Services Pvt. Ltd.

[Signature]
Director

[Signature]
(D. C. ARYA)
Dy. Manager (Law)
PICUP,





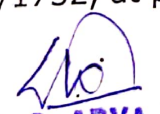
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DETAILED OF IMMOVABLE PROPERTIES :-

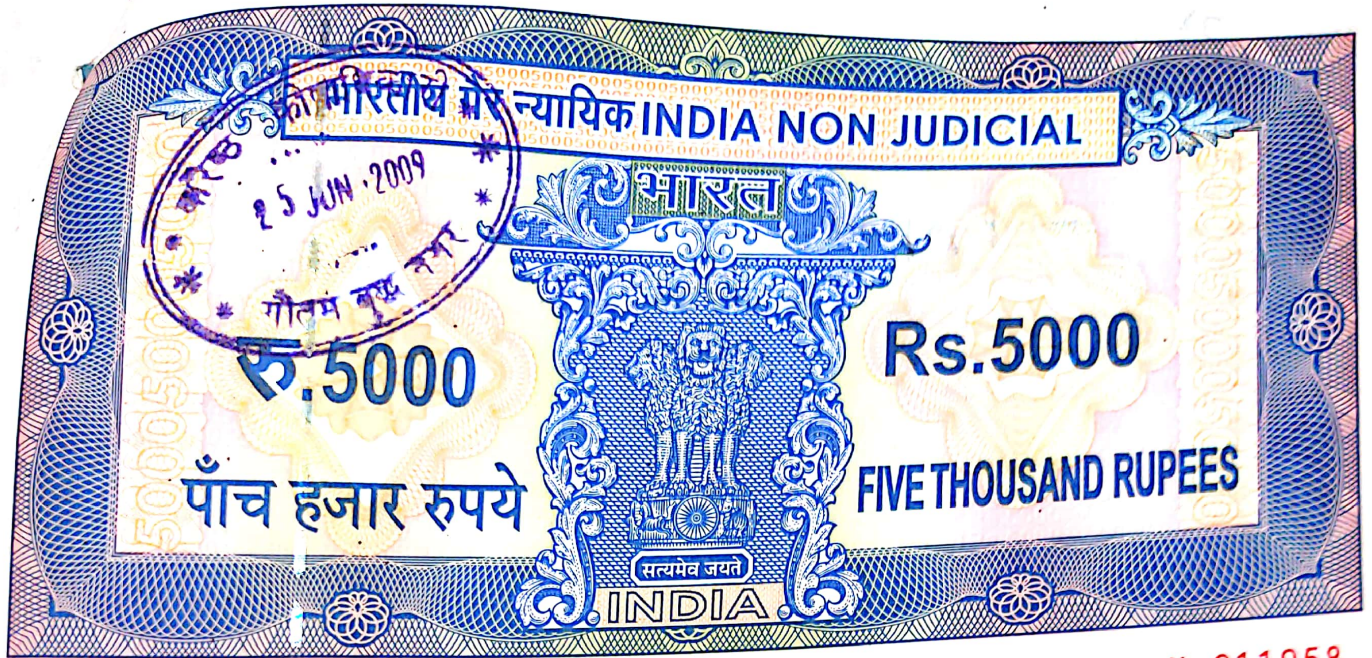
SCHEDULE-I,

1. Lease Deed made on the 5th day of Dec. 1989, between New Okhla Industrial Development Area and M/s. Mehta Electricals & General Industries through Shri OM PRAKASH MEHTA AND SMT. PREM LATA for plot of land No. 12, Block-B, Sector-9, NOIDA, admeasuring 416 sq. meters, situated within the New Okhla Industrial Development Area. The above lease deed is registered with the office of Sub-Registrar, Noida at No. 6299, Book No. I, volume No. 646, pages 547 to 566, on 18.12.89.
2. Transfer Deed executed on 29th day of March 1990 between M/S. MEHTA ELECTRICALS & GENERAL INDUSTRIES through Shri OM PRAKASH MEHTA AND SMT. PREM LATA AND M/S. UNI AIR REFRIGERATION PVT. LTD. Through its Managing Director Shri SURENDER SINGH BABBAR for plot of land No. 12, Block-B, Sector-9, NOIDA admeasuring 416 sq. meters, situated within the New Okhla Industrial Development Area. The above Transfer Deed is registered with the office of SUB-REGISTRAR, NOIDA, at Bahi no. I, Zild No. 670, at pages 103, M. No. 1731/1732, at pages 665 and 467/478, on 13.06.90.


(D. C. ARYA)
Dy. Manager (Law)
PICUP.

For Saluja Consultancy Services Pvt. Ltd.


Director



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उत्तर प्रदेश UTTAR PRADESH

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SCHEDULE-II

PLOT OF LAND NUMBERED AS 12, BLOCK-B, SECTOR-9, SITUATED WITHIN THE NEW OKHLA INDUSTRIAL DEVELOPMENT AREA NOIDA, **containing by admeasurement 416 sq. meters.**, be and same a little more or less and bounded :-

On or towards the North by : Plot No. B-36, Sector-9.
On or towards the South by : 12.M road.
On or towards the East by : Plot No. B-13, Sector-9.
On or towards the West by : Plot No. B-11, Sector-9.

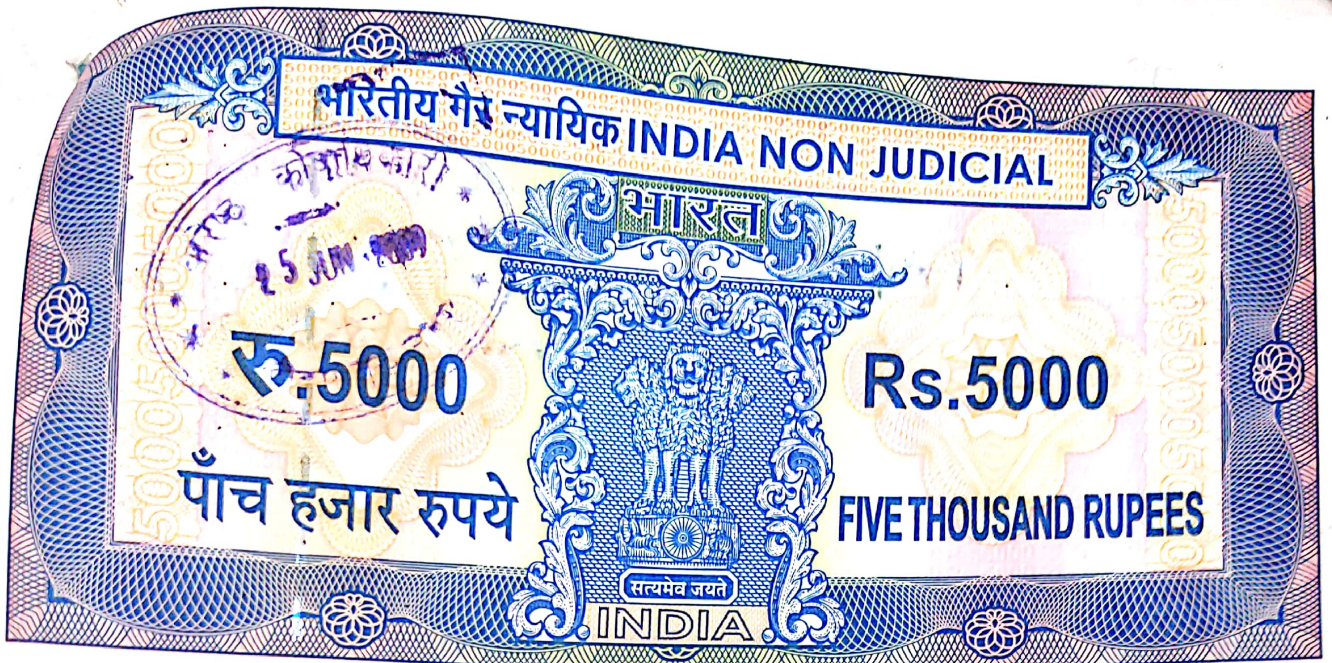
Covered area on ground floor :- 213.75 sq. meters.
Covered area on first floor :- 210.15 sq. meters.
Total covered area on all floor :- **423.90 sq. meters.**

Valuation of land : 416 x 18000 = Rs. 74,88,000/-
Valuation of construction : 423.90 x 7500 = Rs. 31,79,250/-
Total value as per circle rate : Rs. 1,06,67,250/-

For Saluja Consultancy Services Pvt. Ltd.


(D. C. ARYA)
Dy. Manager (Law)
PICUP,


Director



उत्तर प्रदेश UTTAR PRADESH

K 011056

()

- i. IN WITNESS WHEREOF the said vendor and the vendee have set their hands to this deed on the day, month and in the years first above mentioned.

For and on behalf of the
Vendor the PRADESHIYA INDUSTRIAL
& INVESTMENT CORPORATION OF U.P.
LTD., PIC UP BHAWAN, GOMTI NAGAR
LUCKNOW.

(D.C. ARYA)
(DY. MANAGER LAW)
POWER OF ATTORNEY HOLDER
FOR VENDOR

(D. C. ARYA)
Cy. Manager (Law)
PICUP,



FOR AND ON BEHALF OF THE
VENDEE M/S. SALUJA CONSULTANCY
SERVICES PVT. LTD.

(RAJ KUMAR SALUJA)
FOR VENDEE

For Saluja Consultancy Services Pvt. Ltd.

Raj Kumar Saluja
Director



WITNESS:

1.

Manoj Sharma

MANOJ SHARMA s/o Sh. D.V. Sharma
6-66 Sec-9 Noida.

2.

Sahaj Sharma

SAHAJ SHARMA
s/o Sh. M.K. Sharma
R/o A-5 Sec-52 Noida.

Drafted By
VED PRAKASH
Deed Writer, NOIDA
Licence No. 49
Received Fee Rs.
Valid upto 31-3-200....



विक्रेता का बाया हाथ

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका
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विक्रेता का दाया हाथ

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका
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क्रेता का बाया हाथ

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका
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क्रेता का दाया हाथ

अंगुष्ठ	तर्जनी	मध्यमा	अनामिका	कनिष्ठिका
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हम एतद्वारा घोषणा करते हैं कि यह मूल दस्तावेज की सही व यथार्थ प्रति है।

(D. C. ARYA)
Dy. Manager (Legal)
PICUP,

हO विक्रेता

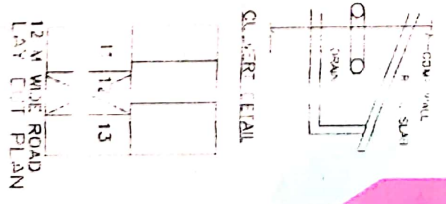
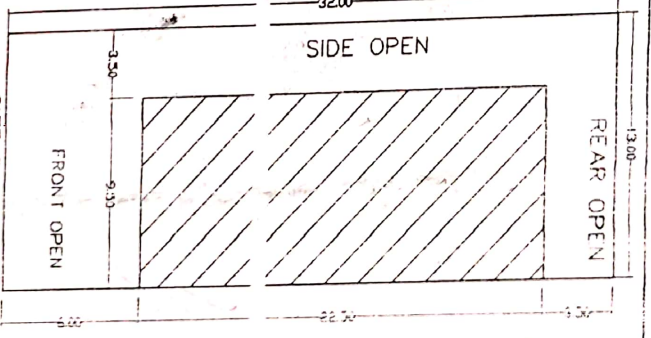
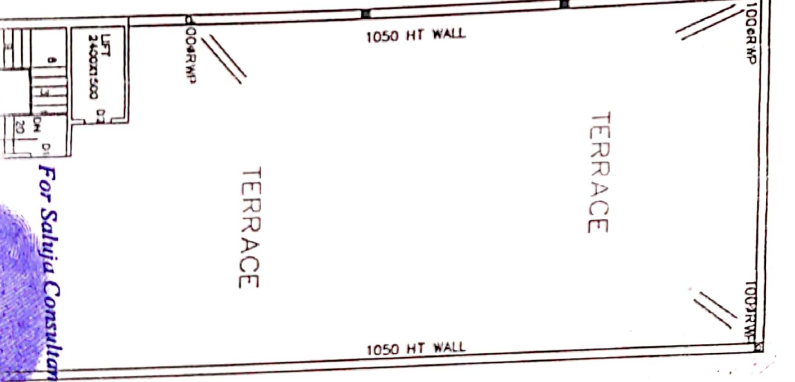
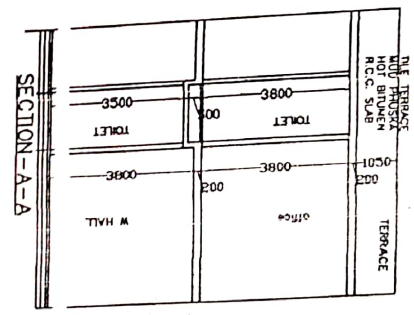
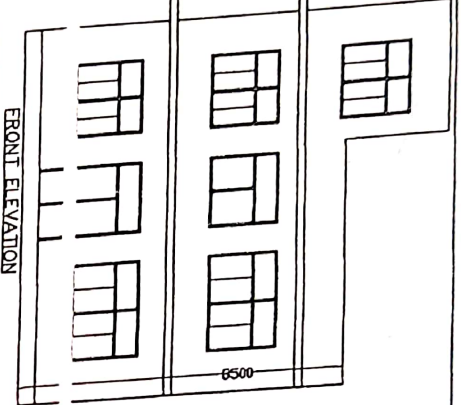
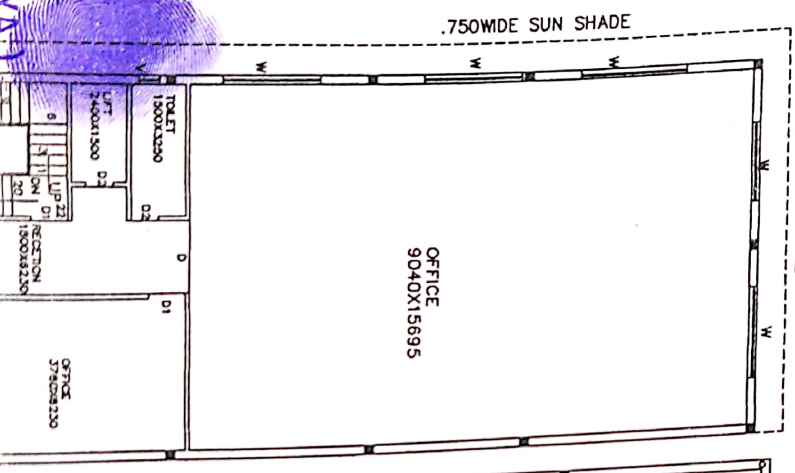
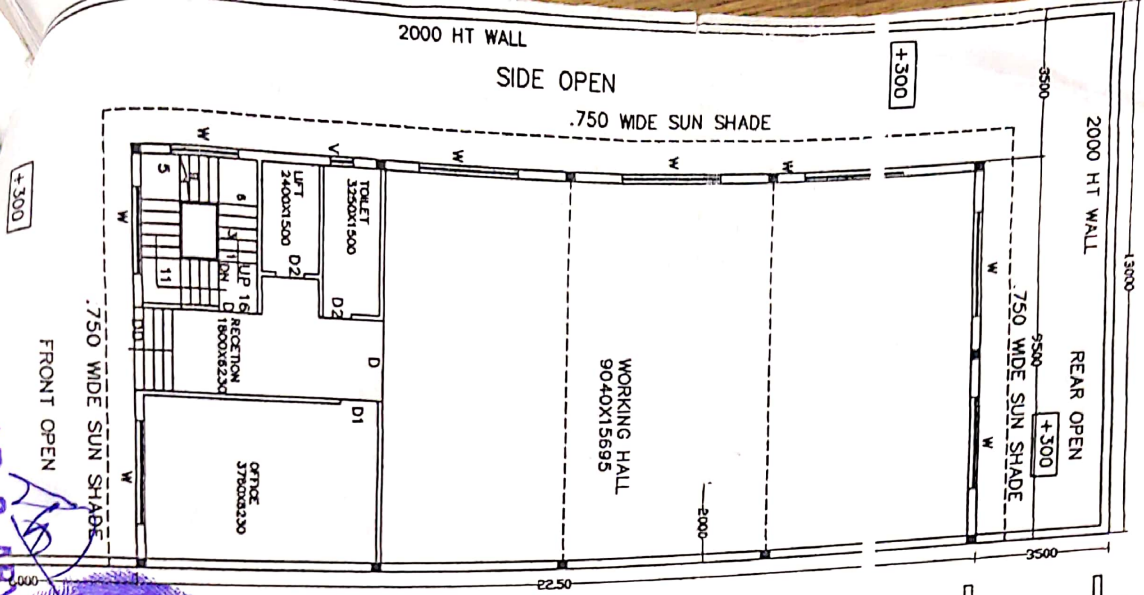


For Saluja Consultancy Services Pvt. Ltd.

Director

हO क्रेता





AREA CAHRT
 TOTAL PLOT AREA=13x32=416 SQM
 EXIST AT G.F.L=213.75 SQM
 EXIST AT F.F.L=210.15 SQM
 TOTAL COVD AREA=423.90 SQM

EXISTING PLAN OF THE INDUSTRIAL BUILDING ON PLOT NO. B-12 SECTOR-9 NOIDA
 OWNER
 Director

(D.C. ARYA)
 Dy. Manager
 P.O.

For Saluja Consultancy Services Pvt. Ltd.

ARCHITECT
 BARCHITECT
 ARCHITECT

32
30
25 JUN 2009
212V

सं० 30 स्टाम्प विक्रय की तिथि.....
स्टाम्प क्रय करने का प्रयोजन.....
स्टाम्प क्रेता का नाम व पता.....
स्टाम्प की धारता.....

500 High power

पुष्पेन्द्र कुमार स्टाम्प विक्रेता
ल० नं० 98/00 उपनिबंधक कार्यालय
नौएडा गौतम बुद्ध नगर पिकी सीमा
15000/- पैसा 31-03-2010 तक

आज दिनांक 29/06/2009 को
वही सं 1 जिल्द सं 1611
पृष्ठ सं 1 से 70 पर क्रमांक 1580
रजिस्ट्रीकृत किया गया।

जे० एन० सिंह

उप-निबंधक तृतीय

नौएडा

29/6/2009





(Owned by Government of Uttar Pradesh)
(उ०प्र० सरकार का उपक्रम)

दि प्रदेशीय इन्डस्ट्रियल एण्ड इन्वेस्टमेन्ट कारपोरेशन ऑफ यू.पी. लिमिटेड
The Pradeshia Industrial and Investment Corporation of U.P. Ltd.

BY COURIER

REF. NO. : FUP/1/906/IV/

DATED: June 23, 2009

M/s. Saluja Consultancy Services (P) Ltd.
B-14 F.F., Sector-9,
NOIDA-201 301

Reg: Issuance of No Dues Certificate

Dear Sirs,

Please refer to your correspondence regarding issuance of No Dues Certificate for the sale of assets of M/s. Uni Air Refrigeration (P) Ltd., Noida at Rs. 151.00 lakhs. In this connection, we hereby confirm that entire amount of sale proceeds along with interest thereon have been received and nothing is outstanding as on date against the sale proceeds.

You are requested to contact our Legal Division for release of documents and transfer of assets of the aforesaid company as per the terms & conditions of our sale letter.

Thanking you,

Yours faithfully,

(RAM SINGH)
SENIOR MANAGER (FINANCE)

'पिकप भवन', गोमती नगर, लखनऊ - २२६ ०१०, भारत
दूरभाष : (०५२२) २७२०६८६, २७२०७६८ फैक्स : (०५२२) २७२०७६२
तार : पिकप

'PICUP BHAWAN' GOMTI NAGAR, LUCKNOW-226 010, INDIA
PHONES : (0522) 2720689, 2720798 FAX : (0522) 2720792
GRAM : PICUP
visit us at : <http://www.picupindia.com>
E-mail : picup@sancharnet.in

पिकप भवन, गोमती नगर, लखनऊ - २२६ ०१०, भारत
दूरभाष : (०५२२) २७२०६८६, २७२०७६८ फैक्स : (०५२२) २७२०७६२
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(Owned by Government of Uttar Pradesh)
(उ० प्र० सरकार का उपक्रम)

दि प्रदेशीय इन्डस्ट्रियल एण्ड इन्वेस्टमेन्ट कारपोरेशन ऑफ यू. पी. लिमिटेड
The Pradeshiya Industrial & Investment Corporation of U.P. Ltd.

FUP/1/906/III/

April 16, 2009

M/s.Saluja Consultancy Services Pvt. Ltd.
A- 72, First Floor,
East of Kailash,
New Delhi- 110 065


Dear Sir,


POSSESSION MEMO

Further to our Sale Offer Letter no. FUP/1/906/III/4545 dated 3rd March 2009 and consequent to payment of remaining sale consideration of 75% made by you vide your cheque no. 852687 dated 31-5-2009 for Rs.1,13,25,000/- (Rupees One Crore Thirteen Lakhs Twenty Five Thousand Only) and your subsequent request vide letter dated 09-04-09 to hand over the physical possession of the assets of M/s.Uni Air Refrigeration Pvt. Ltd. located at B-12, Sector -9, Noida on "As is Where Is Basis". We hereby handover the physical possession of these assets to you today i.e. on 16-04-2009 to Mr. Raj Kumar Saluja, Director of M/s.Saluja Consultancy Services Pvt. Ltd. on "As is where is basis" on the following terms and conditions :-

- 1- You will make interest payment @ 14% p.a. for the delayed period on the defaulted amount from 03-05-09 on clearance of final payment.
- 2- PICUP reserves the right to cancel the sale and take possession of the assets of the unit & forfeit the deposited amount in case of violation of terms and conditions of our sale offer letter dated 3rd March 2009.

For Saluja Consultancy Services Pvt. Ltd.


16/4/09
Director


(R.K. Saluja)
16/4/09...p/2

'पिकप भवन', गोमती नगर, लखनऊ-२२६ ०१०, भारत
दूरभाष : (०५२२) २७२०६८६, २७२०७६८ फैक्स : (०५२२) २७२०७६२
तार : पिकप

'PICUP BHAWAN' GOMTI NAGAR, LUCKNOW-226010, INDIA
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(उ० प्र० सरकार का उपक्रम)

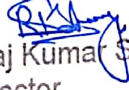
दि प्रदेशीय इन्डस्ट्रियल एण्ड इन्वेस्टमेन्ट कारपोरेशन ऑफ यू. पी. लिमिटेड
The Pradeshiya Industrial & Investment Corporation of U.P. Ltd.

/- 2 -/

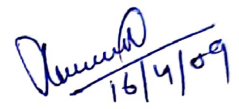
- 3- No assets should be removed from the site unless entire sale consideration alongwith interest to is made to PICUP.
- 4- Other terms and conditions of our Sale Letter will remain unchanged.

POSSESSION TAKEN OVER BY
We accept all Terms & Conditions.

For Saluja Consultancy Services Pvt. Ltd.


(Raj Kumar Saluja) Director
Director
M/s Saluja Consultancy Services P. Ltd.
New Delhi

POSSESSION HANDED OVER BY


(R.K. PURI)
Asstt. Manager(Finance)
PICUP

C.C. : M/s Keshav Security Agency,
B-278, II Floor, Chittranjan Park,
New Delhi
New Delhi.

with the instructions to remove
security guards from the unit w.e.f.
16-04-2009.