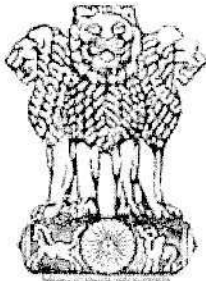


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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

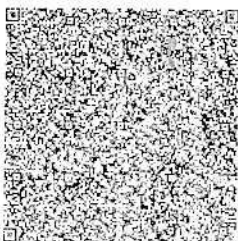


सत्यमेव जयते

e-Stamp

711
19/1/11
532

Certificate No. : IN-DL04486539977515J
Certificate Issued Date : 17-Jan-2011 03:52 PM
Account Reference : NONACC (BK)/ dl-corpbk/ CORP PITAM/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-CORPBK09071207166996J
Purchased by : MS ARCHIES LIMITED
Description of Document : Article 23 Sale
Property Description : PART OF PROPERTY B 1-8, PUSA ROAD, NEW DELHI
Consideration Price (Rs.) : 35,00,000
(Thirty Five Lakh only)
First Party : SHRI AMIT MITTAL AND OTHERS
Second Party : MS ARCHIES LIMITED
Stamp Duty Paid By : MS ARCHIES LIMITED
Stamp Duty Amount(Rs.) : 2,10,000
(Two Lakh Ten Thousand only)



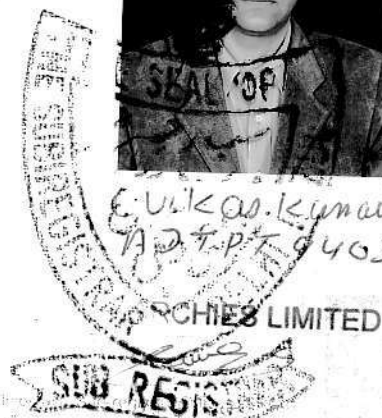
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(Neeha)
P94070659
ACFPA 4102A



34
E. V. Lakshmi
P94070659
MS ARCHIES LIMITED



Subsidiary Seal

1. The authenticity of this Stamp Certificate can be verified at any of the
2. The District Office, District Offices and 3. On the website

Discharge Center, ACF, District Office
on Web site: www.e-stamp.gov.in

- 2 -

- A. Locality Name: Pusa Road
B. Category of Locality as per MCD: D
C. Circle Rate of Locality: Rs.21,800/-
D. Total Area of Property: 44.6sq.metres (480sq.ft.)
E. No. of Floors on Property: Four Storey
F. Proportionate Land In Transfer: 11.15sq.metres
(In Case of Floors)
G. Land use: Commercial
COST OF LAND.....(A) Rs.7,29,210/-
H. Plinth Area Under Transfer: 44.6sq.meters
I. Rate of Construction As Per MCD: Rs.7,600/-
J. Time & Type of Construction: 1993 (0.9) (Pucca)
TOTAL COST OF CONSTRUCTION..... (B) Rs.3,05,064/-
TOTAL COST OF PROPERTY: (A) + (B) = Rs.10,34,274/-
(As Per Circle Rate)
Total Stamp Duty As Per Circle Rate = Rs.62,070/-

SALE DEED

FOR RUPEES 35,00,000/-

Stamp Duty.....@ 3%.....Rs.1,05,000/-

Corpn. Tax.....@ 3%.....Rs.1,05,000/-

Total.....@ 6%.....Rs.2,10,000/-

This Deed of Sale is made at Delhi on this 19th day of January 2011, by and between:-

(1) Shri Amit Mittal son of late Shri Mahadev Prasad Mittal (Aggarwal) (2) Smt. Sharda Aggarwal wife of late Shri Mahadev Prasad Mittal (Aggarwal) (3) Smt. Gitika Mittal wife of Shri Amit Mittal presently residing at 1, Flag Staff Road, Civil Lines, Delhi-110054 through their General Attorney Smt. Neetu Gupta daughter of late Shri Mahadev Prasad Mittal (Aggarwal) and wife of Shri Nitin Gupta resident of 1, Flag Staff Road, Civil Lines, Delhi-110054 vide General Power of Attorney dated 9th December 2009 duly registered in the office of the Sub-Registrar, S.D. No.VI-A, Pitam Pura, Delhi, document registered as No. 4459 entered in Additional Book No.IV, Volume No. 597 on pages from 114 to 117 registered on 9.12.2009, hereinafter called the VENDORS, of the one part;

Neetu Gupta

For ARCHIES LIMITED

[Signature]

Authorised Signatory

Deed Related Detail

Deed Name SALE

SALE WITHIN MC AREA

Land Detail

Tehsil/Sub Tehsil Sub Registrar III

Area of Building 0 वर्ग फुट

Village/City Pusa Road

Building Type

Place (Segment) Pusa Road

Property Type Commercial

Area of Property 44.60 वर्ग मीटर

Money Related Detail

Consideration Amount 3,500,000.00 Rupees

Stamp Duty paid 210,000.00 Rupees

Value of Registration Fee 35,000.00 Rupees

Pasting Fee 100.00 Rupees

This document of SALE

SALE WITHIN MC AREA

Presented by : Sh/Smt

S/o W/o

R/o

AMIT MITTAL through their Ge

M. P. Mittal

1, Flag Staff Road, Civil Lines, Delhi

in the office of the Sub Registrar, Delhi this 19/01/2011 day Wednesday
between the hours of

Signature of Presenter

Registrar/Sub Registrar

Sub Registrar III

Delhi/New Delhi

Execution admitted by the said Shri/Ms AMIT MITTAL through their General Attorney Neetu Gupta

and Shri/Ms M/s Archies Limited through its Auth. Sig. Company Secretary Vikas Kumar Tak

Who is/are identified by Shri/Smt/Km. Deepak Arora S/o W/o D/o C. Arora R/o C-104 Old Gupta Colony, Delhi
and Shri/Smt./Km. Nisha Gupta S/o W/o D/o K. C. Gupta R/o 1 F. S. Road, Hill Rod, Delhi
(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and sign them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Vendor(s) Mortgagor(s) admit(s) prior receipt an entire consideration Rs. 3,500,000.00 Rupees thirty five lakh Only

The Balance of entire consideration of Rs. _____ Rupees _____ has been paid to the

Vendor(s) Mortgagor(s) by Sh. Ms. M/s Archies Limited

S/o W/o P. N. Tak

R/o C-113 Naraina Industrial Area, Phase-I, Delhi

vendee(s) /Mortgagee(s) in my presence. He/They /were also identified by the aforesaid witnesses

Date 20/01/2011

Registrar/Sub Registrar

Sub Registrar III

Delhi/New Delhi

IN FAVOUR OF

M/s. Archies Limited, a company incorporated under Companies Act, 1956, having its Corporate office at C-113, Naraina Industrial Area, Phase-I, Delhi-110028 through its Authorized Signatory/Company Secretary Shri Vikas Kumar Tak son of Shri Poshkar Nath Tak duly authorized by the Board of Directors of the aforesaid company vide its Resolution dated 1.9.2008, hereinafter called the VENDEES, of the other part.

The expressions Vendors and the Vendees shall mean and include their heirs, successors, executors, legal representatives, administrators and assigns of the respective parties.

WHEREAS One Shop on Ground Floor bearing Pvt. No. GF-07, having its area 600sq.ft., forming part of Property bearing Municipal No. B-1/8, popularly known as APSARA ARCADE, situated at Pusa Road, New Delhi alongwith the common rights to use of entrances, passages, corridors, lobbies, toilets, stairs, lifts and all other common areas, facilities, services and amenities as available in the aforesaid building and undivided, indivisible proportionate share of lease hold rights of the land underneath the entire building and fitted with all fittings and fixtures of electric, was purchased by (1) Shri Amit Mittal son of Shri Mahadev Parsad (2) Smt. Prem Lata Mittal wife of Shri Om Prakash Aggarwal (3) Shri O.P. Aggarwal son of Shri B.C. Aggarwal (4) Smt. Gitika Mitital wife of Shri Amit Mittal and (5) Smt. Sharda Aggarwal wife of Shri Mahadev Parsad, by virtue of following five Sale Deeds:-

- a) Sale Deed dated 28th January 1994 duly registered in the office of the Sub-Registrar, S.D. No.III, New Delhi, document registered as No. 589 entered in Additional Book No.I, Volume No.8153 on pages from 21 to 39 registered on 28.1.1994 executed by R.C. Taneja, H.U.F. and others in respect of undivided 1/5th share in favour of Shri Amit Mittal son of Shri Mahadev Parsad;
- b) Sale Deed dated 28th January 1994 duly registered in the office of the Sub-Registrar, S.D. No.III, New Delhi, document registered as No. 591 entered in Additional Book No.I, Volume No.8153 on pages from 59 to 76 registered on 28.1.1994 executed by R.C. Taneja, H.U.F. and others in respect of undivided 1/5th share in favour of Smt. Prem Lata Mittal wife of Shri Om Prakash Aggarwal, who further sold and transferred the same to Smt. Sharda Aggarwal wife of Shri M.P. Aggarwal, by virtue of Sale Deed dated 1st May 2000 duly registered in the office of the Sub-Registrar, S.D. No.III, Asaf Ali Road, New Delhi, document registered as No. 2321 entered in Additional Book No.I, Volume No. 9973 on pages from 17 to 22 registered on 11.5.2000;

W. K. Gupta

For ARCHIES LIMITED

[Signature]
Authorised Signatory



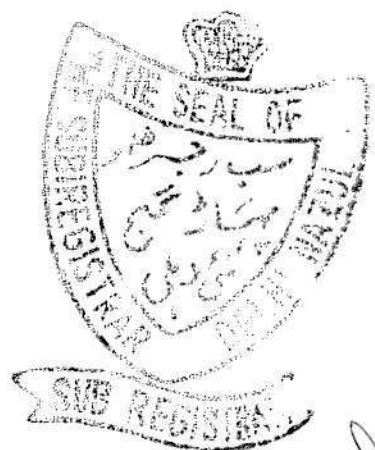
Walter Ampton



Walter Ampton



Butler



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- c) Sale Deed dated 28th January 1994 duly registered in the office of the Sub-Registrar, S.D. No.III, New Delhi, document registered as No. 592 entered in Additional Book No.I, Volume No. 8153 on pages from 77 to 95 registered on 28.1.1994 executed by R.C. Taneja, H.U.F. and others in respect of undivided 1/5th share in favour of Shri O.P. Aggarwal son of Shri B.C. Aggarwal, who further sold and transferred the same to Shri Amit Mittal son of late Shri Mahadev Prasad Mittal (Aggarwal) by virtue of Sale Deed dated 1st May 2000 duly registered in the office of the Sub-Registrar, S.D. No.III, Asaf Ali Road, New Delhi, document registered as No. 2320 entered in Additional Book No.I, Volume No. 9973 on pages from 11 to 16 registered on 11.5.2000;
- d) Sale Deed dated 31st January 2003 duly registered in the office of the Sub-Registrar, Delhi, S.D. No.III, New Delhi, document registered as No. 625 entered in Additional Book No.I, Volume No.10650 on pages from 188 to 207 registered on 6.2.2003 executed by R.C. Taneja, H.U.F. and others in respect of undivided 1/5th share in favour of Smt. Gitika Mittal wife of Shri Amit Mittal; and
- e) Sale Deed dated 28th January 1994 duly registered in the office of the Sub-Registrar, S.D. No.III, New Delhi, document registered as No. 590 entered in Additional Book No.I, Volume No. 8153 on pages from 40 to 58 registered on 28.1.1994 executed by R.C. Taneja, H.U.F. and others in respect of undivided 1/5th share in favour of Smt. Sharda Aggarwal wife of Shri Mahadev Parsad, who separated her portion in the aforesaid property and sold to (1) Shri Sidheshwar Dayal son of Shri Rajeshwar Dayal and (2) Smt. Chandni Dayal wife of Shri Sidheshwar Dayal by virtue of Sale Deed dated 2nd June 2003 duly registered in the office of the Sub-Registrar, S.D. No.III, New Delhi;

AND WHEREAS on the basis of the facts and documents aforesaid, the Vendors have become the sole, absolute, exclusive and rightful owners and in absolute possession of a portion of Shop on Ground Floor bearing Pvt. No. GF-07, having its area 480sq.ft. apporx. (44.6sq.metres), forming part of Property bearing Municipal No. B-1/8, popularly known as APSARA ARCADE, situated at Pusa Road, New Delhi alongwith the common rights to use of entrances, passages, corridors, lobbies, toilets, stairs, lifts and all other common areas, facilities, services and amenities as available in the aforesaid building and undivided, indivisible proportionate share of lease hold rights of the land underneath the entire building and fitted with all fittings and fixtures of electric, hereinafter called the PROPERTY, in the following ratio:-

- a) Shri Amit Mittal, the Vendor No.(1)..... 50% share
b) Smt. Sharda Aggarwal, the Vendor No.(2)..... 25% share

Wish Gupta

For ARCHIES LIMITED

[Signature]
Authorised Signatory



- c) Smt. Gitika Mittal, the Vendor No.(3).....25% share

AND WHEREAS the Vendors have represented that the aforesaid property is free from all sorts of encumbrances such as sale, mortgage, gift, lien, decree, charges, claims, prior agreement etc. and there is no legal defect in the title of the Vendors and except the Vendors no other person has any right, title, interest, claim or demand in the aforesaid property in any manner whatsoever and the Vendors are fully competent and have full power, absolute authority and unrestricted right to sell and transfer the same;

AND WHEREAS the Vendors hereby further assure, represent and covenants with the Vendees as follows:-

- a) That the aforesaid property is free from all sorts of encumbrances, charge, lien and/or claims whatsoever or howsoever;
- b) That there is no attachment by the Income Tax Authority or any other authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the aforesaid property;
- c) That the aforesaid property is not the property of H.U.F. and the children of the Vendors and no body else has any right, title, interest, claim or demand whatsoever or howsoever in the aforesaid property;
- d) That there is no legal impediment or bar or any pending litigation (threatened and otherwise) whereby the Vendors can be prevented from selling, transferring or alienating the aforesaid property, directly or indirectly, in favour of the Vendees;
- e) That there is no subsisting agreement for sale in respect of the aforesaid property and the same has not been transferred in any manner whatsoever in favour of any other person or persons and the Vendors have a good marketable title;
- f) That there is no notice of default or breach on the part of the Vendors or their predecessors-in-interest of any provisions of law in respect of the aforesaid property.

AND WHEREAS the Vendors, for their bonafide needs and requirements, have agreed to sell the aforesaid property i.e. a portion of Shop on Ground Floor bearing Pvt. No. GF-07, having its area 480sq.ft. apporx. (44.6sq.metres), forming part of Property bearing Municipal No. B-1/8, popularly known as APSARA ARCADE, situated at Pusa Road, New Delhi, more particularly shown in RED COLOUR in the plan annexed hereto as **Annexure-A**, alongwith the

Walter Gupta

For ARCHIES LIMITED

[Signature]
Authorised Signatory

common rights to use of entrances, passages, corridors, lobbies, toilets, stairs, lifts and all other common areas, facilities, services and amenities as available in the aforesaid building and undivided, indivisible proportionate share of lease hold rights of the land underneath the entire building and fitted with all fittings and fixtures of electric, hereinafter called the "PROPERTY UNDER SALE" unto the Vendees, who have also agreed to purchase the same from the Vendors, for a total consideration amount of Rs.35,00,000/- (Rupees thirty five lac only). The entire consideration amount have been received by the Vendors from the Vendees in the following manner:-

- a) Rs.17,50,000/- (Rupees seventeen lac and fifty thousand only) in favour of Amit Mittal by Cheque No.107956 dated 17.1. 2011, issued by ICICI Bank;
- b) Rs.8,75,000/- (Rupees eight lac and seventy five thousand only) in favour of Sharda Aggarwal by Cheque No.073250 dated 17.1.2011 issued by Citibank; and
- c) Rs.8,75,000/- (Rupees eight lac and seventy five thousand only) in favour of Gitika Mittal by Cheque No.952320 dated 17.1.2011 all issued by IndusInd Bank ;

in full and final settlement of sale price, prior to the execution of this Sale Deed, the receipt whereof, the Vendors hereby again admit and acknowledge before the concerned Sub-Registrar, Delhi and nothing remains due out of the sale price.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

1. That in consideration of the said amount, the Vendors doth hereby sell, convey, transfer and assign the aforesaid PROPERTY UNDER SALE i.e. a portion of Shop on Ground Floor bearing Pvt. No. GF-07, having its area 480sq.ft. apporx. (44.6sq.metres), forming part of Property bearing Municipal No. B-1/8, popularly known as APSARA ARCADE, situated at Pusa Road, New Delhi, more particularly shown in RED COLOUR in the plan annexed hereto as **Annexure-A**, alongwith the common rights to use of entrances, passages, corridors, lobbies, toilets, stairs, lifts and all other common areas, facilities, services and amenities as available in the aforesaid building and undivided, indivisible proportionate share of lease hold rights of the land underneath the entire building and fitted with all fittings and fixtures of electric, unto the Vendees absolutely and forever with all their rights, title, interests, easements, options, privileges and appurtenances thereto.

Neelam Gupta

For ARCHIES LIMITED

[Signature]
Authorised Signatory

2. That the Vendors have delivered the actual physical peaceful vacant possession of the aforesaid PROPERTY UNDER SALE unto the Vendees on the spot, who have occupied the same.
3. That the Vendors hereby admit, assure and declare that they and/or their legal heirs and successors have been left with no right, title, interest, claim or concern of any nature whatsoever with the aforesaid PROPERTY UNDER SALE and now the Vendees have become the sole, absolute, exclusive and rightful owners thereof and shall hereafter hold, use, enjoy and transfer the same in any manner, they like, without any hindrance, claim or demand whatsoever from the Vendors or any other person claiming under or through them.
4. That the Vendors do hereby also transfer the common facilities provided in the aforesaid building and acquired by them by virtue of the Sale Deeds aforesaid i.e. lifts, corridor, transformer, A/c plant, boilers, cooling-towers, generators, fire fighting system/equipment, AHV, electrical fittings and accessories etc. to the Vendees with the other purchasers in common and the Vendees and the other purchasers shall maintain the same at their own costs and expenses proportionately.
5. That the Vendees shall abide by all the terms, conditions and covenants laid down in the Lease Deed. It is hereby made clear that the Vendees shall be the co-lessees in respect of undivided proportionate share of lease hold rights of the land underneath the entire building with the other owners of the remaining portion of the aforesaid building and the Vendees shall not claim the specific/defined share/portion in the land by way of partition as a matter of right on the basis this deed.
6. That the Vendees can get the aforesaid PROPERTY UNDER SALE mutated, substituted and transferred in their own names on the basis of this Sale Deed in the records of Municipal Corporation of Delhi, Delhi Jal Board, Govt. of NCT of Delhi, Electricity Department and all other relevant records in the absence of the Vendors.
7. That all the dues, demands, taxes, charges, duties, liabilities and outgoing, if any, shall be paid and borne by the Vendors upto the date of registration of this Sale Deed relating to the aforesaid PROPERTY UNDER SALE and thereafter the same shall be paid and borne by the Vendees.

Neelam Gupta

For ARCHIES LIMITED

[Signature]
Authorised Signatory

8. That all the expenses of this Sale Deed such as stamp duty, registration charges, writing charges etc. whatsoever have been paid and borne by the Vendees.
9. That the Vendors hereby further assure and declare that they are the sole, absolute, exclusive and rightful owners of the aforesaid PROPERTY UNDER SALE and are fully competent and have full power, absolute authority and unrestricted right to sell, transfer or alienate the same and the same is free from all sorts of encumbrances, such as sale, mortgage, gift, lien, decree, charges, court-injunction, legal flaws, burden, attachment, surety, security, disputes, notification, acquisition etc. and there is no legal defect in the title of the Vendors, if it is proved, otherwise or if the whole or any part of the aforesaid PROPERTY UNDER SALE is taken away or goes out from the possession of the Vendees on account of any defect in the ownership of the Vendors, the Vendors personally and/or their property both moveable and immoveable shall be liable to make good the loss thus suffered by the Vendees and keep the Vendees indemnified against all such losses, damages, costs and expenses etc. whatsoever thereby accruing to the Vendees and the Vendees shall have full right to recover the same alongwith all other expenses of court, costs and expenses of additions or alterations, profit and appreciation of market value etc. whatsoever from the Vendors through the court of law.
10. That the Vendors, from time to time and at all times hereafter at the costs and request of the Vendees, shall do, execute or cause to be done at such time, all such acts, deeds and things whatsoever for further and more perfectly assuring the sale of the aforesaid PROPERTY UNDER SALE in favour of the Vendees, as shall or may reasonably be required.
11. That the Vendors have delivered the original Sale Deeds aforesaid and all other relevant papers/documents relating to the aforesaid PROPERTY UNDER SALE unto the Vendees. Further the Vendors have assured the Vendees that requisite disclosures as per the Transfer Property Act, 1882.
12. That it is hereby made clear that the Principal, who have given the power of attorney aforesaid, are alive and who have not revoked, cancelled or withdrawn the same till date as the said attorney is fully entitled and empowered to execute this Sale Deed, in favour of the Vendees.

Archie Limited

For ARCHIES LIMITED

[Signature]
Authorised Signatory

IN WITNESS WHEREOF the Vendors and the Vendees have signed this Sale Deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses.

WITNESSES:

1/

Deepa Agrawal

808 Chandee Agrawal

R/o C-104 old Gupta Co. only
Dell

PO 8092006494845

2/

Bufts

Nitin Gupta

808 Chandee Agrawal

R/o I.F.S. Road under H.I. U.R.

Civil Lines Dell

X UP0702571

Neetu Gupta

VENDORS:

(SMT. NEETU GUPTA)

As General Attorney of and on
behalf of (1) Shri Amit Mittal (2)

Smt. Sharda Aggarwal (3) Smt.

Gitika Mittal.

For ARCHIES LIMITED

Neetu Gupta

Authorised Signatory

VENDEES:

(VIKAS KUMAR TAK)

Authorized Signatory/Company

Secretary

For M/s. Archies Limited

GP

DRAFTED BY

Gour Sunder Agrawal

Document Writer

Licence No. 91

Regn. No. 8/2011

Reg. No. 532 Reg. Year 2011-2012 Book No. 1



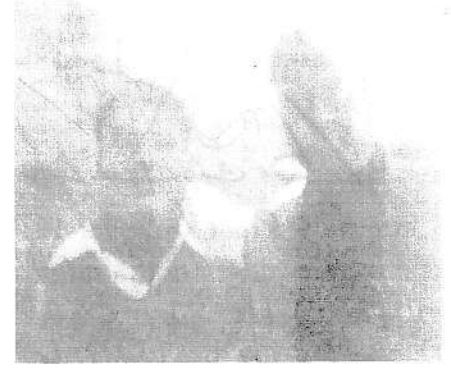
Ist Party विक्रेता



IInd Party क्रेता



Witness गवाह



Ist Party

IInd Party

Ist Party विक्रेता :- AMIT MITTAL through their General Attorney Nectu Gupta

IInd Party क्रेता :- M/s Archies Limited through its Auth. Sig. Company Secretary Vikas Kumar Tak

Witness गवाह Deepak Arora, Nitin Gupta

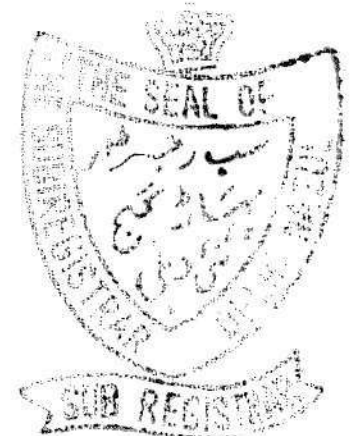
Certificate (Section 60)

Registration No.532 in Book No.1 Vol No 14,009
on page 158 to 167 on this date 19/01/2011
and left thumb impressions has/have been taken in my presence.

Date 20/01/2011

day Wednesday

Sub Registrar
Sub Registrar III
New Delhi/Delhi



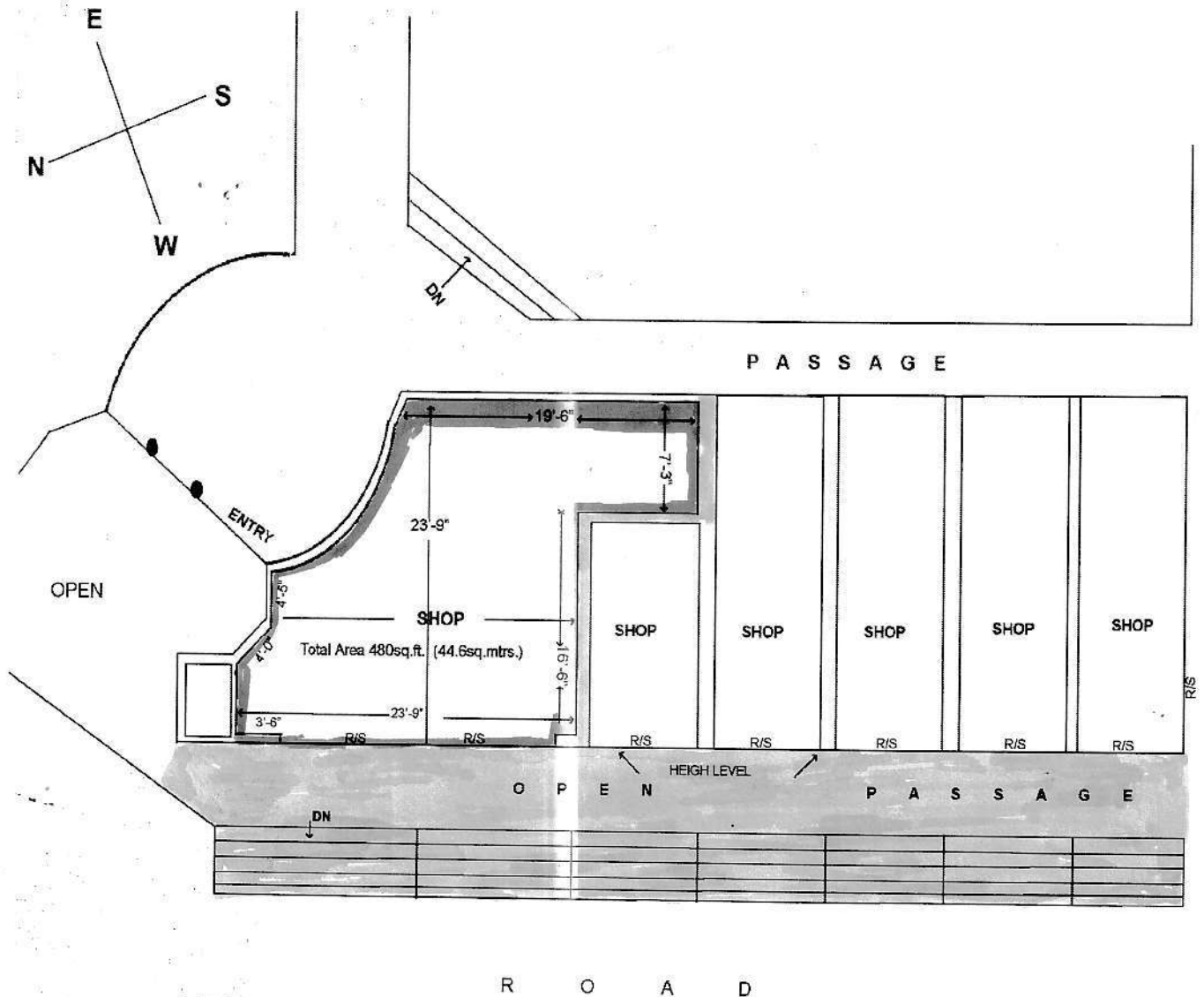
PLAN OF PROPERTY NO. B-1/8, KNOWN AS APSARA ARCADE, AT PUSA ROAD, NEW DELHI.

ENDORS : SHRI AMIT MITTAL S/O LATE SH. MAHADEV PRASAD MITTAL AND OTHERS.

ENDEES : M/s. ARCHIES LIMITED.

SOLD PORTION SHOWN IN RED COLOUR
BEARING PVT. SHOP NO. GF-07, HAVING ITS
AREA 480SQ.FT. APPROX. (44.6SQ.MTRS.)

COMMON PORTION SHOWN IN YELLOW COLOUR



Neetu Gupta

GROUND FLOOR PLAN

ARCHIES LIMITED

[Signature]
Authorised Signatory

