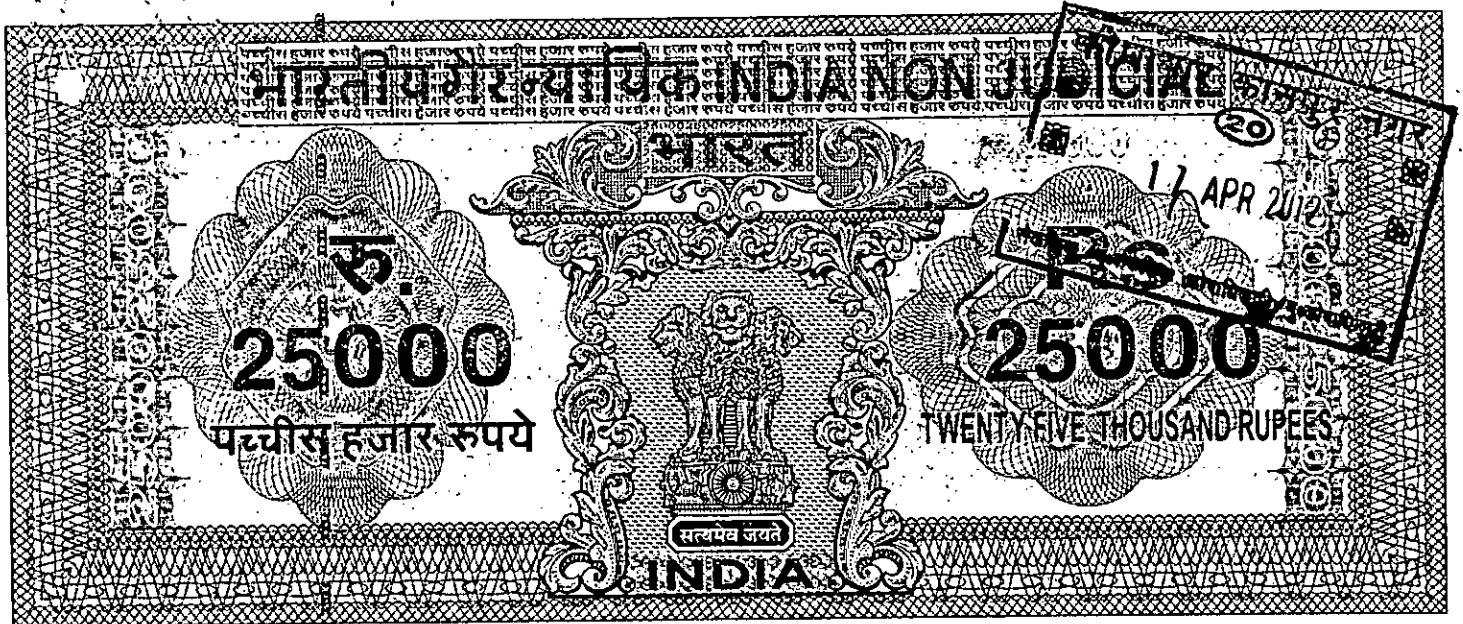




उत्तर प्रदेश UTTAR PRADESH

B 834162

(19)

AND WHEREAS the VENDORS being desirous to dispose off the total area of Premises No.86/275-A, Raipurwa, Kanpur, admeasuring 1821 Sq.Yds. = 1523.14 Sq.Mtr. which is more fully set out in Schedule 'A' hereto, and hereinafter referred to as the "SAID PROPERTY", in order to make alternate investments the Vendors have offered to sell the Said Property to the Vendee, and the Vendors have made the following representations to the Vendee:

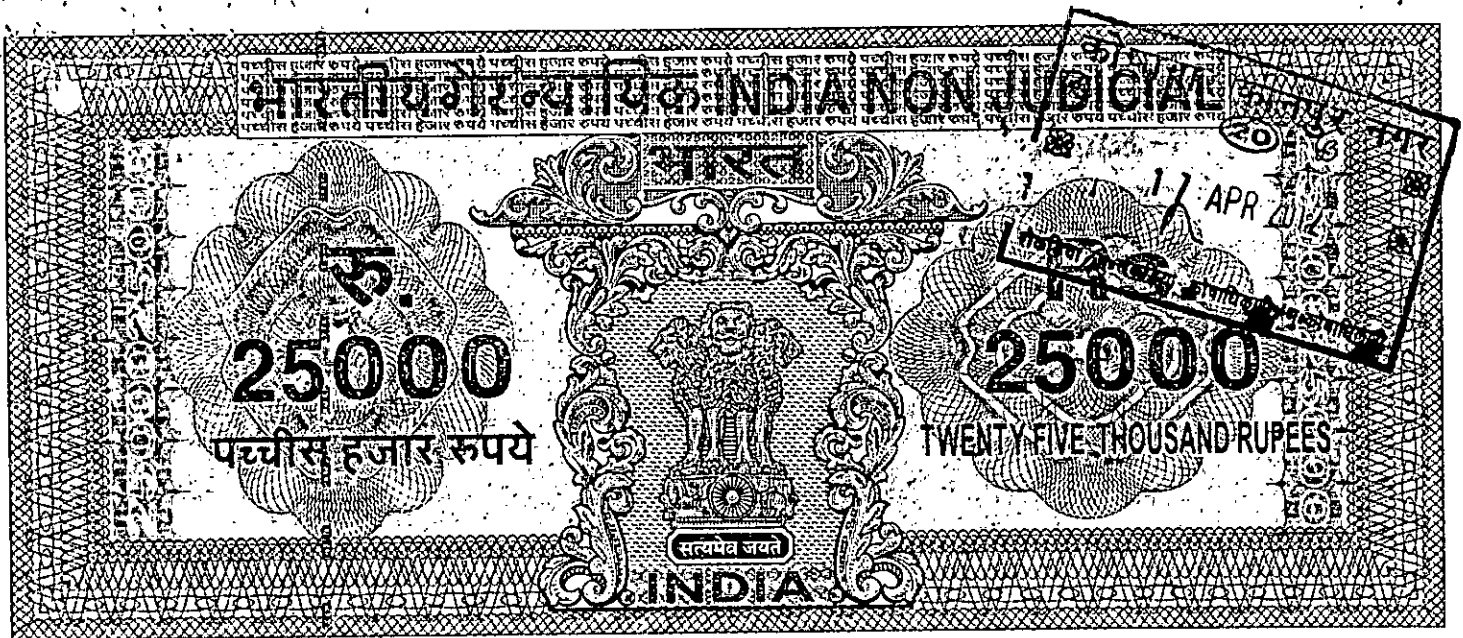
- a) that the Vendors have got absolute right, title and full authority to sell the Said Property;

For NIKHAR PALACE

Harish Salunke
Proprietor

S. J. V.

Signature



उत्तर प्रदेश UTTAR PRADESH

B 834163

(20)

- b) that the Vendors are the absolute owners of Said Property and its title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein.
- c) that the Said Property is not subject to any encumbrances, mortgages, charges, liens, possessory rights (permissive or adverse), easements, acquisition proceedings, or court proceedings either in execution or pending, revenue /recovery proceedings, wealth tax, income tax dues,

For NIKHAR PALACE

Naive Salve
Proprietor

5/4/12

Signature



उत्तर प्रदेश UTTAR PRADESH

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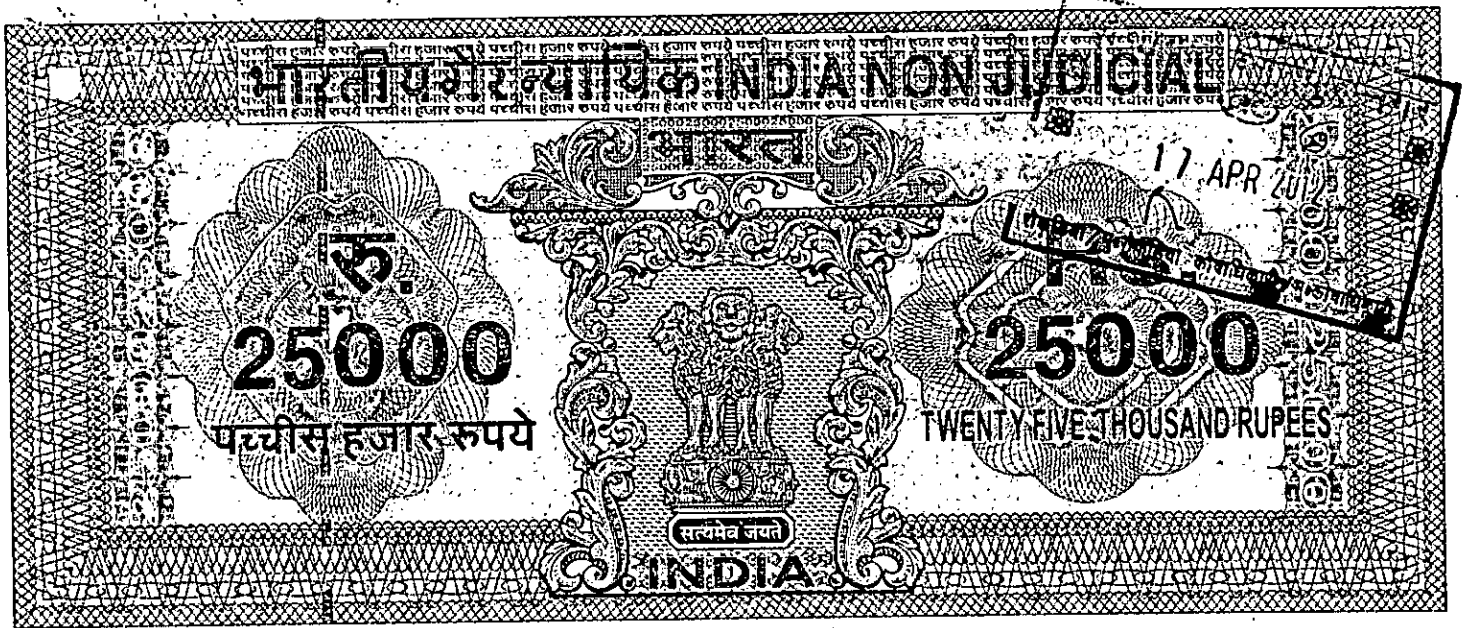
(21)

- or proceedings nor are there any attachments before or after judgment,
nor are there any proceedings in the nature of winding up in any forum,
nor are there any threatened winding up proceedings, nor are there any
proceedings under any statute which prohibits or restricts/restrains the
sale of the Said Property;
- d) that there are no suits/litigations/proceedings pending in respect of the
Said Property in any Court, Tribunal etc.
- e) that the Said Property is not land in respect of which there is a
prohibition regarding sale and that there is no bar or prohibition to
acquire, hold or to sell the Said Property;

For NIKHAR PALACE

Harish Salve
Proprietor

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उत्तर प्रदेश UTTAR PRADESH

B 834165

(22)

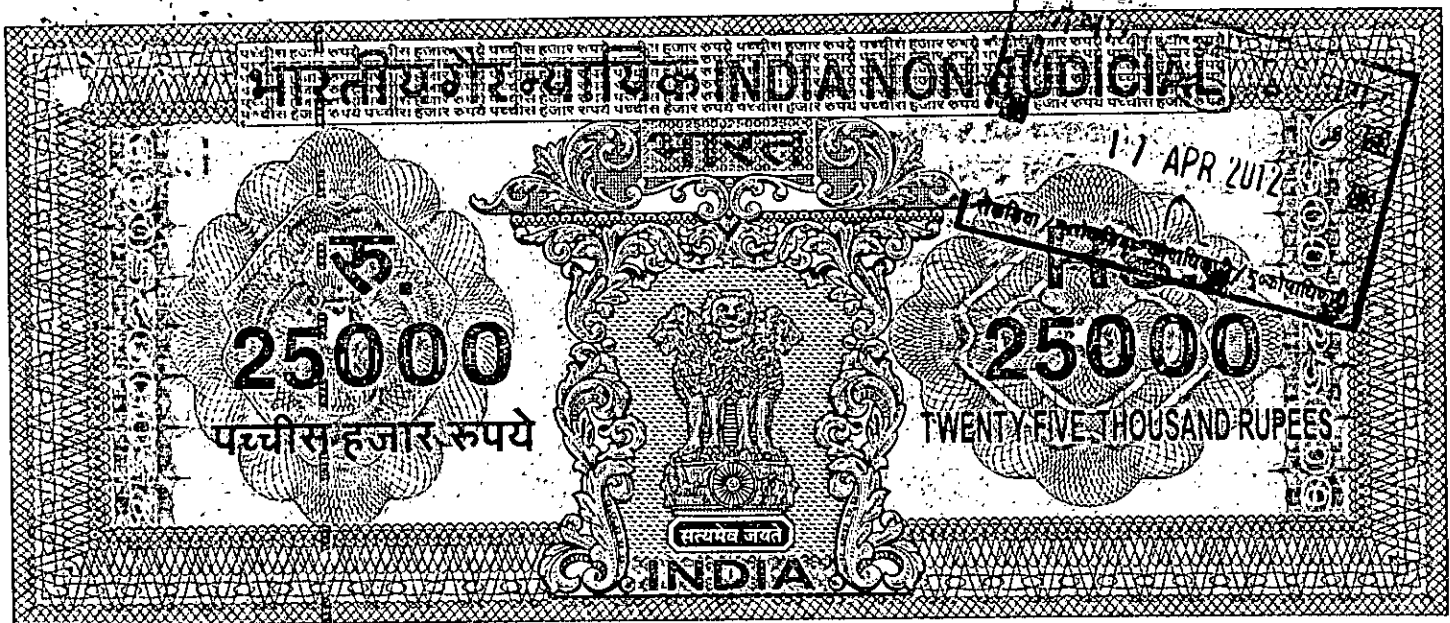
f) that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Vendors or any person or persons lawfully or equitably claiming from or through it, the Vendors has full right, title, power and absolute authority to sell the Said Property and that the Vendors has not done or committed or omitted to do any act, deed, matter or thing whereby the ownership and possession of the Said Property by the Vendors may be rendered illegal and/or unauthorized for any reason or on any account.

For NIKHAR PALACE

Hanif Saleem
Proprietor

S. Y. H.

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उत्तर प्रदेश UTTAR PRADESH

B 834166

(23)

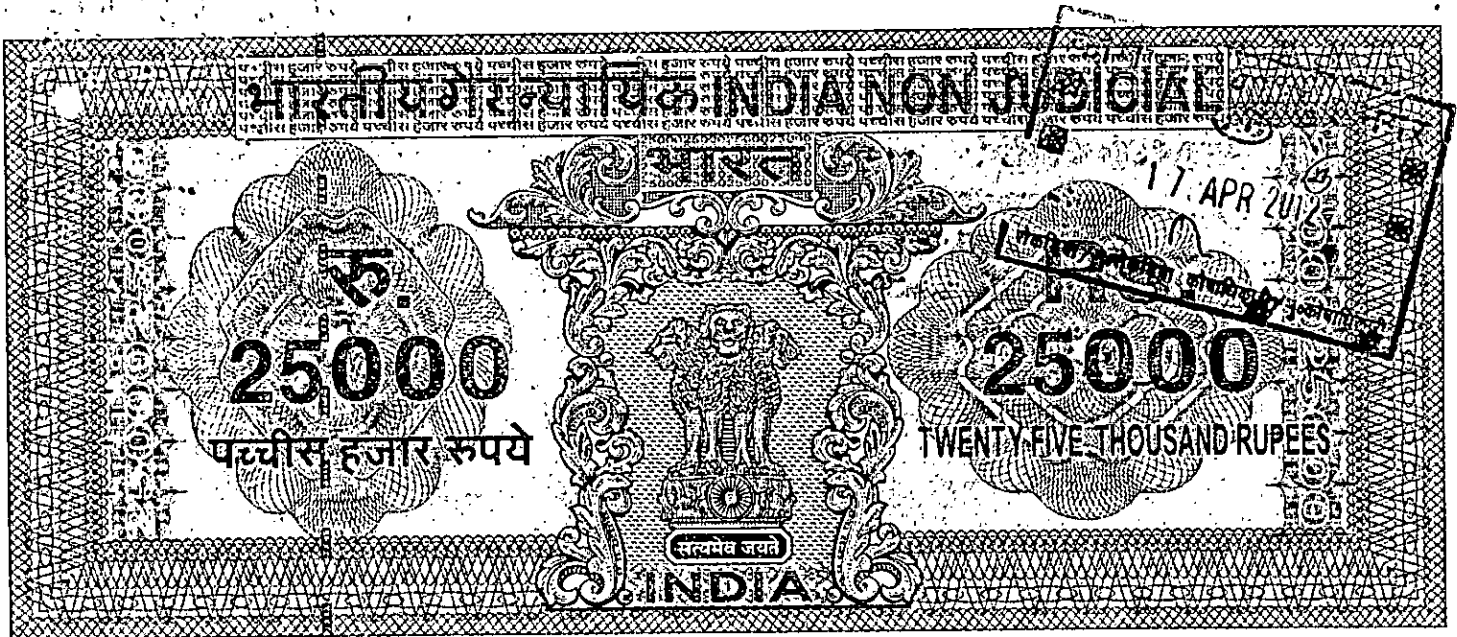
- g) that the Vendors have fully complied with all the applicable local & municipal laws in respect of the Said Property and the sale of the Said Property is not volative of any local, municipal law, etc;
- h) that there is no impediment for the Vendors to acquire or sell the Said Property under any law;
- i) that the Vendors have not entered into any agreement or arrangement for sale/ lease or any other similar agreement with any other person for the purpose of lease, transfer or conveyance of the Said Property nor created any kind of third party rights in the Said Property;

For NIKHAR PALACE

Kaisho Salve
Proprietor

S. M.

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उत्तर प्रदेश UTTAR PRADESH

B 834167

(24)

- j) that the Vendors are in peaceful possession, enjoyment and personal occupation of the Said Property;
- k) that the Vendors has paid the land revenue, taxes, cesses and other statutory charges with regard to the Said Property;
- l) that there are no tax attachments with regards to the Said Property or any part thereof under the Income Tax Act, 1961, Wealth Tax or any other taxing statutes;

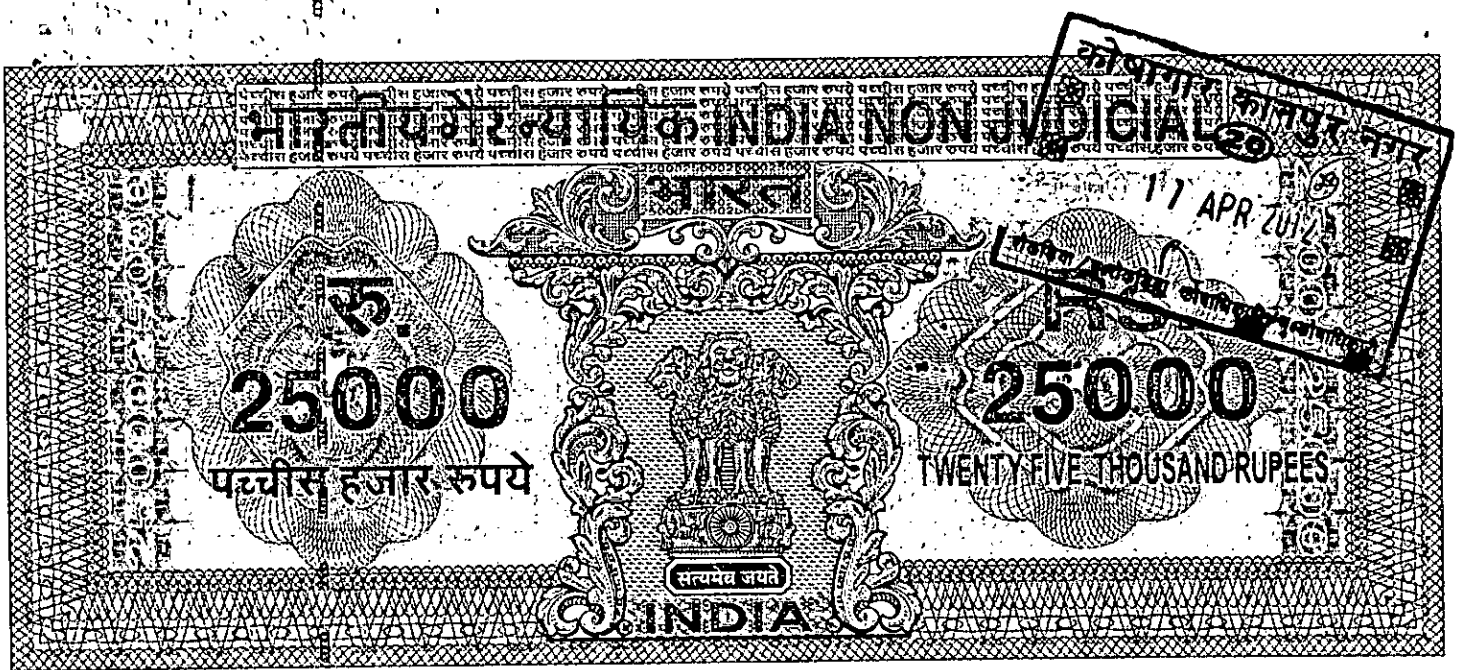
based on the aforesaid representations made by the Vendors, the Vendee has agreed to purchase the Said Property for a total sale consideration of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lacs only) for the sale of the Said Property;

For NIKHAR PALACE

Ram Singh
Proprietor

S. J. L.

Signature



उत्तर प्रदेश UTTAR PRADESH

B 834168

(25)

The Consenting Party has signed and attested this Deed of Sale as Consenting Party, confirming the contents and representations of this Deed of Sale and the following:

- (a) that the Vendors have acquired the Said Property out of their self earned funds and the Said Property or any part thereof does not constitute any HUF Property;
- (b) that the Vendors are the sole and absolute owners of the Said Property and they are entitled to deal with and dispose off the Said Property at their sole discretion;
- (c) That they have no-objection to the sale of the Said Property in favour of the Vendee herein;

For NIKHAR PALACE

Harish Salunke
Proprietor

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

B 834169

(26)

AND WHEREAS the Vendors are not deriving adequate benefit from the said premises, hence for the betterment of estate utilization of funds, the Vendors have decided to sell and transfer Premises No.86/275-A, Raipurwa, Kanpur, admeasuring 1821 Sq.Yds. = 1523.14 Sq.Mtr. together with existing construction.

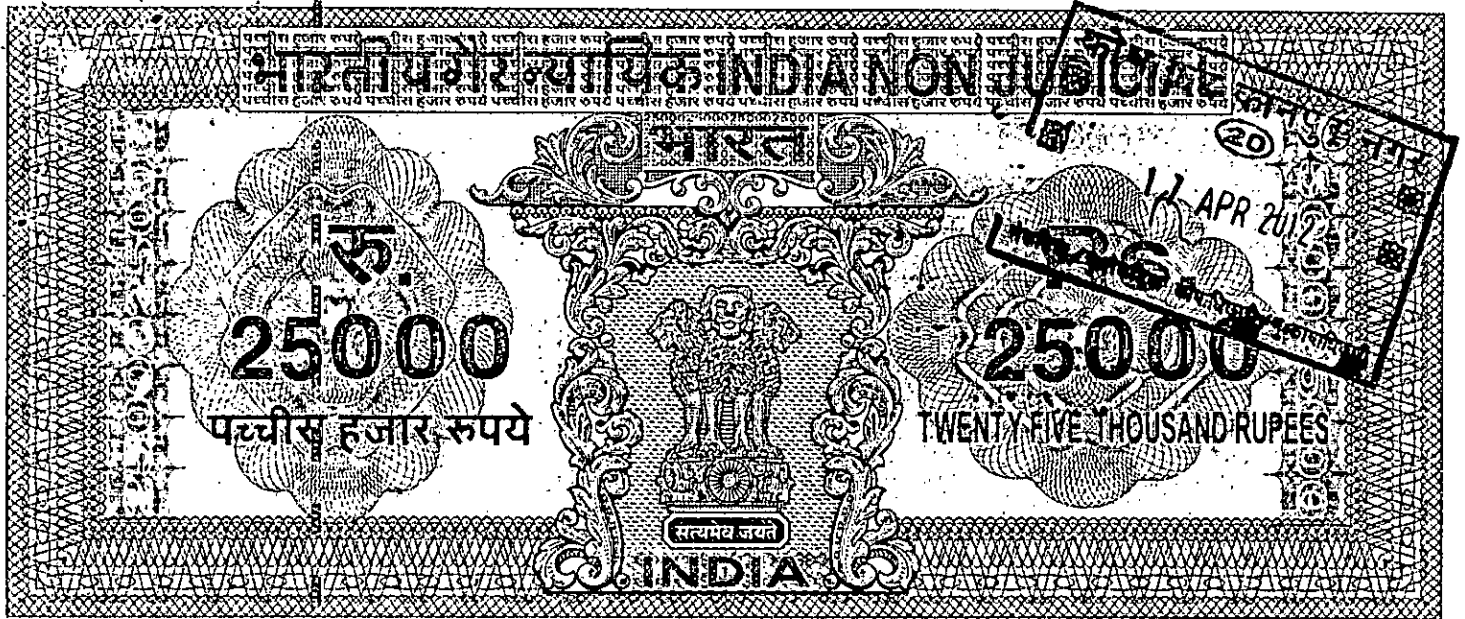
AND WHEREAS the Vendee through its Directors have approached to the Vendors and expressed his willingness to purchase the Premises No.86/275-A, Raipurwa, Kanpur, admeasuring 1821 Sq.Yds. = 1523.14 Sq.Mtr. together with

For NIKHAR PALACE

Harish Salunke
Proprietor

S. J. M.

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उत्तर प्रदेश UTTAR PRADESH

B 834170

(27)

existing construction if any, which is hereinafter referred as "said property" for a sale consideration of Rs.1,25,00,000/- (Rs. One Crores Twenty Five Lacs only) the offer given by the Vendee is reasonable, consequently it has been accepted by the Vendors, hence it has been decided between the parties to execute this sale deed.

NOW THEREFORE THIS SALE DEED IS WITNESSES AS UNDER :-

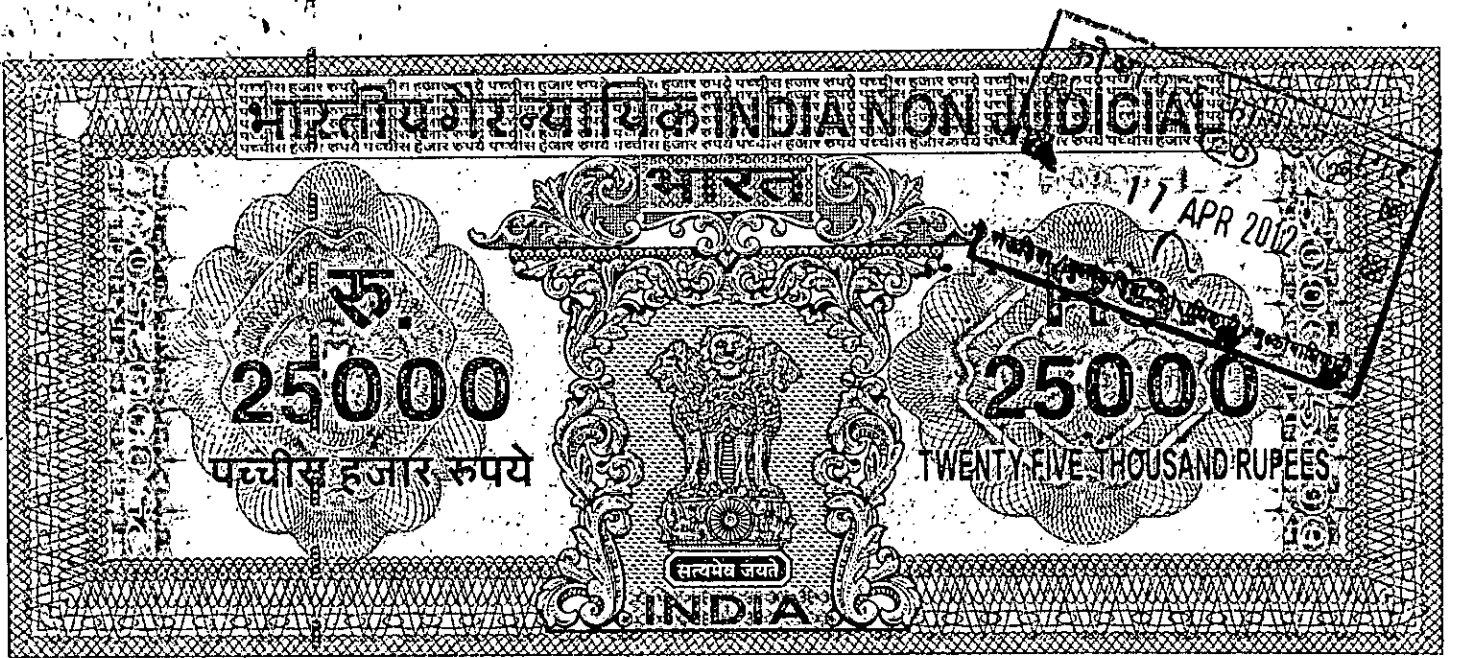
1. That in pursuance of a sale consideration of Rs.1,25,00,000/- (Rs. One Crores Twenty Five Lacs only), the Vendors hereby agree to sell and the vendee hereby sell Premises No.86/275-A, Raipurwa, Kanpur, admeasuring 1821 Sq.Yds. = 1523.14 Sq.Mtr. together with existing construction, alongwith with all easementary rights etc., to the vendee is free from all encumbrances including all property, estate right title and interest, use inheritance possession, benefits, unto upon or of the said

For NIKHAR PALACE

Narain Kumar
Proprietor

S. M.

Signature



उत्तर प्रदेश UTTAR PRADESH

B 834171

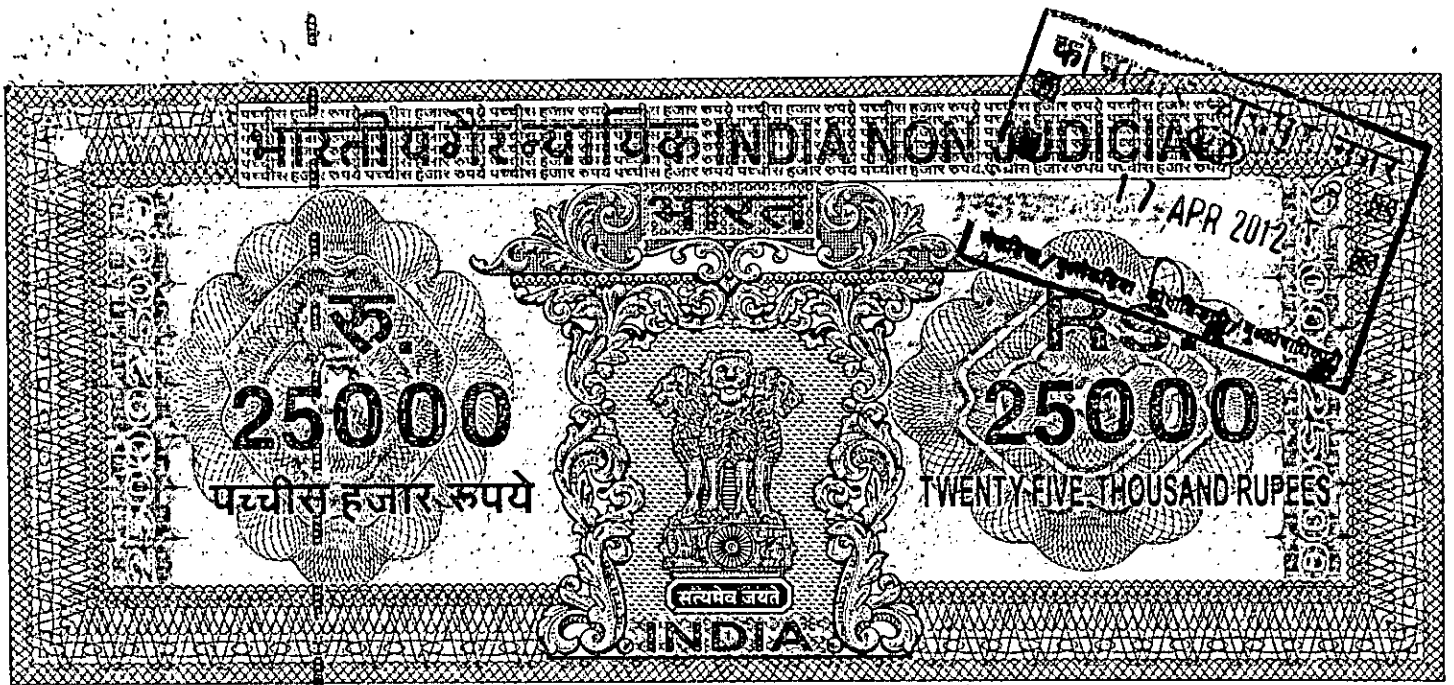
(28)

premises describe in Schedule 'A' hereunder : "Written TO HAVE AND TO HOLD the property hereby conveyed, with every rights and appurtenances unto and to the use and benefit of the Vendee forever to be held as heritable and transferable immovable property to the Vendee". The site plan of the premises hereby sold is more Specifically shown in Red Colour the Map and described in Schedule 'A' of this Sale Deed.

2. That entire Sale consideration of Rs.1,25,00,000/- (Rs. One Crores Twenty Five Lacs only), has been paid by the Vendee to the Vendors No.2 with consent of confirming party, the receipt of which is being duly

For NIKHAR PALACE

Kaive Galur
Proprietor



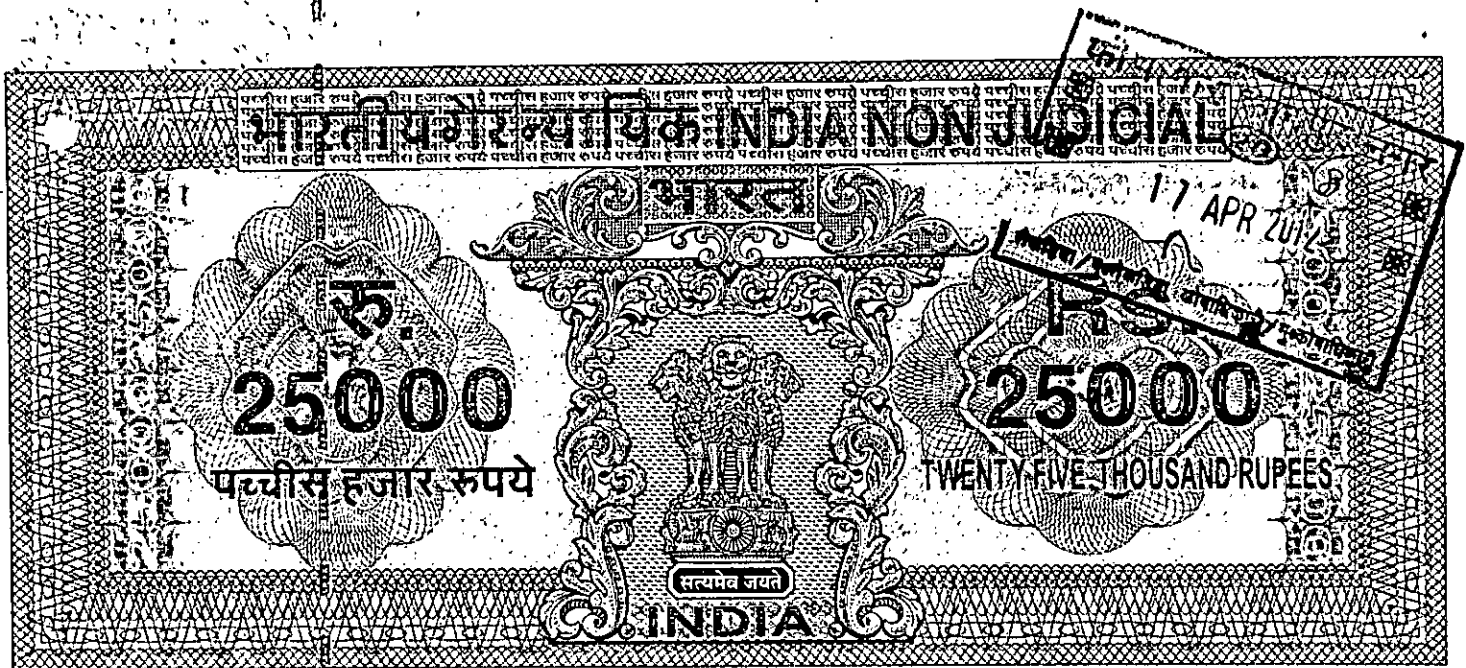
उत्तर प्रदेश UTTAR PRADESH

B 834172

(29)

acknowledged by the Vendors for all purposes. The details of the payment made by the Vendee to the Vendors have been given in Schedule-B of this deed now, nothing remained due from, the Vendors to the Vendee, pertaining this transaction. No part of sale consideration has been paid to the confirming party. The payment made by the Vendee to the Vendors No.2 is/will be valid discharge for all contractual obligation of the Vendee, neither Vendors nor confirming party or their legal heirs will have any rights to ever contrary to it.

For NIKHAR PALACE
Darius Salvi
Proprietor



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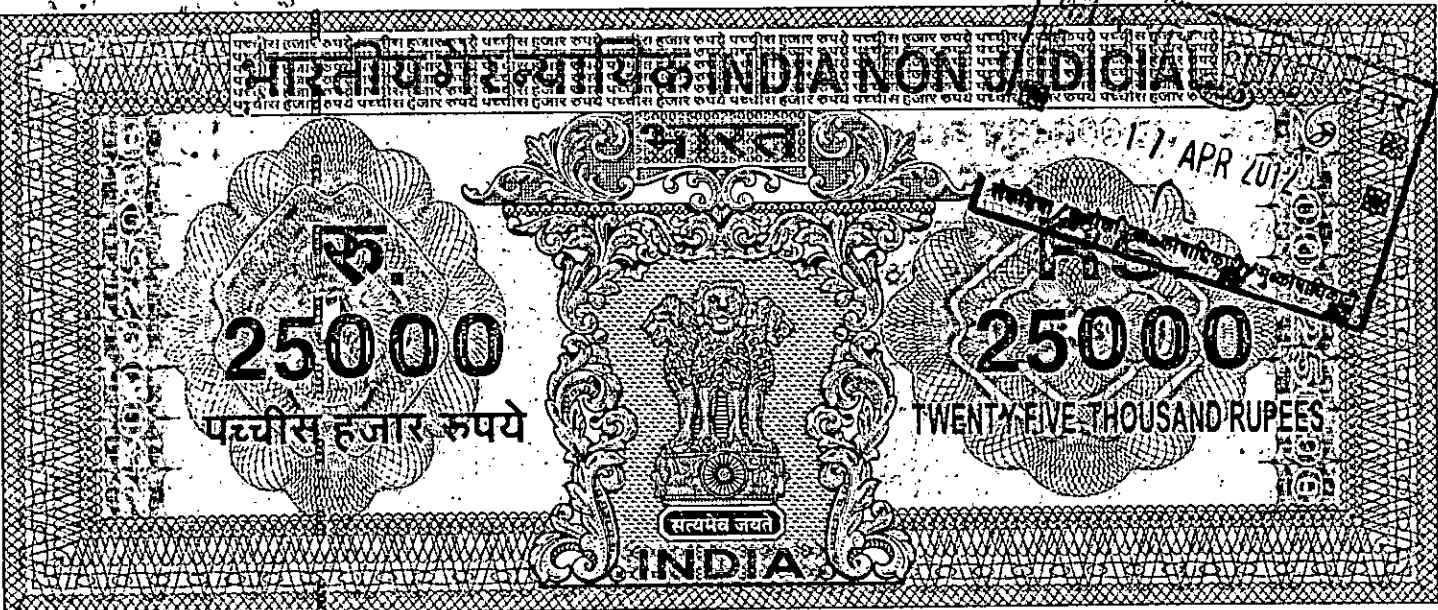
38 That the Vendors do hereby covenants and declare that the said property
1 which sold conveyed and transferred to the Vendee is free from all
2 encumbrances, charges, claims and/or liens of every sort and description
3 whatsoever or any person or persons claiming for or under him including
4 by way there does not exist any agreement to sell with any body in respect
5 of any portion or whole of the said property as described above and no
6 litigation pertaining to subject property is pending in any court, High Court
7 etc., in contrary is found or due to defect in title, the Vendee suffer any kind
8 of pecuniary losses or good will lossess, it will be the perpetual
9 responsibility of the Vendors to fully compensate to the Vendee in all
10 respect.

For NIKHAR PALACE

Ranjeet Salunke
Proprietor

[Signature]

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उत्तर प्रदेश UTTAR PRADESH

B 834174

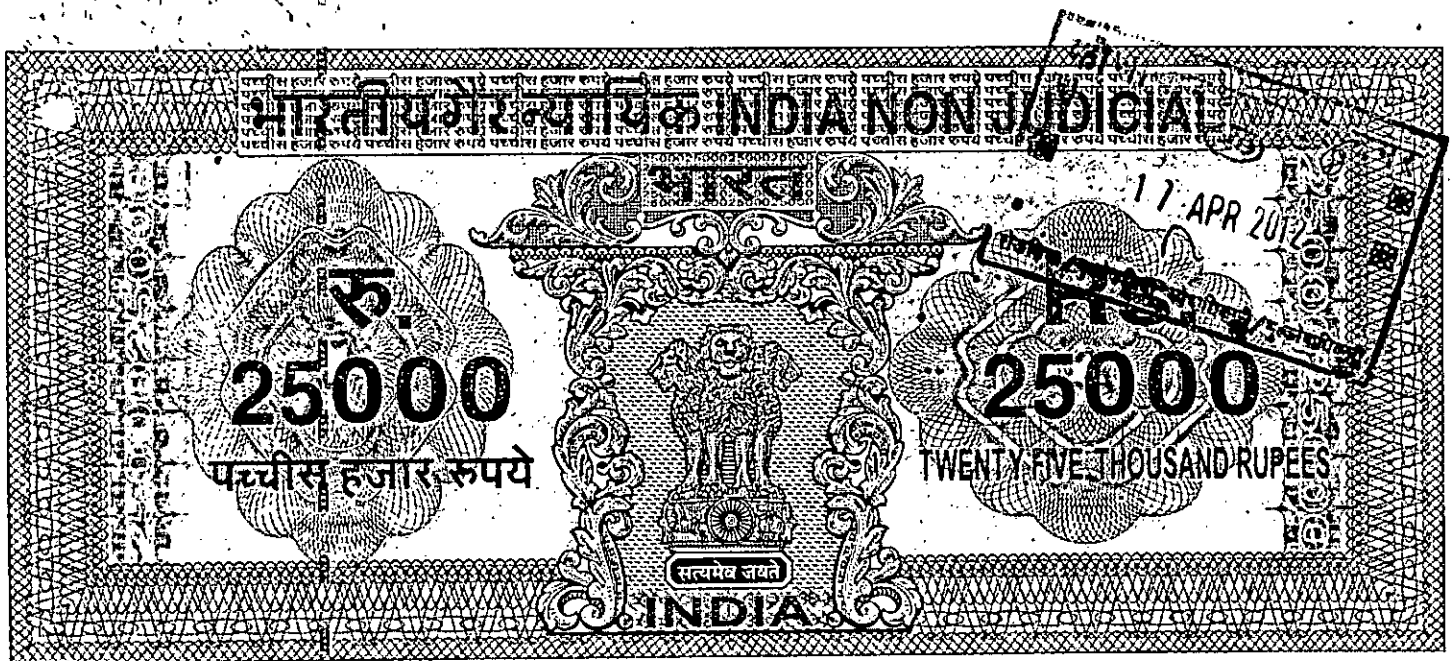
(31)

4. That all right title and interest in respect of Premises No.86/275-A, Raipurwa, Kanpur, admeasuring 1821 Sq.Yds. = 1523.14 Sq.Mtr. together with existing construction, more or less in totality is being transferred to the vendee, without retaining or detaining any thing as such now, the Vendors will become totally stranger to subject property, as well as of the premises more or less and neither Vendors nor their heirs or any one on behalf of Vendors will have any right title and interest over any portion of said property.

5. That the Vendors hereby undertakes to keep the Vendee harmless and fully indemnified from all losses, damages, costs and expenses, which he may

For NIKHAR PALACE

Harish Salunke
Proprietor



उत्तर प्रदेश UTTAR PRADESH

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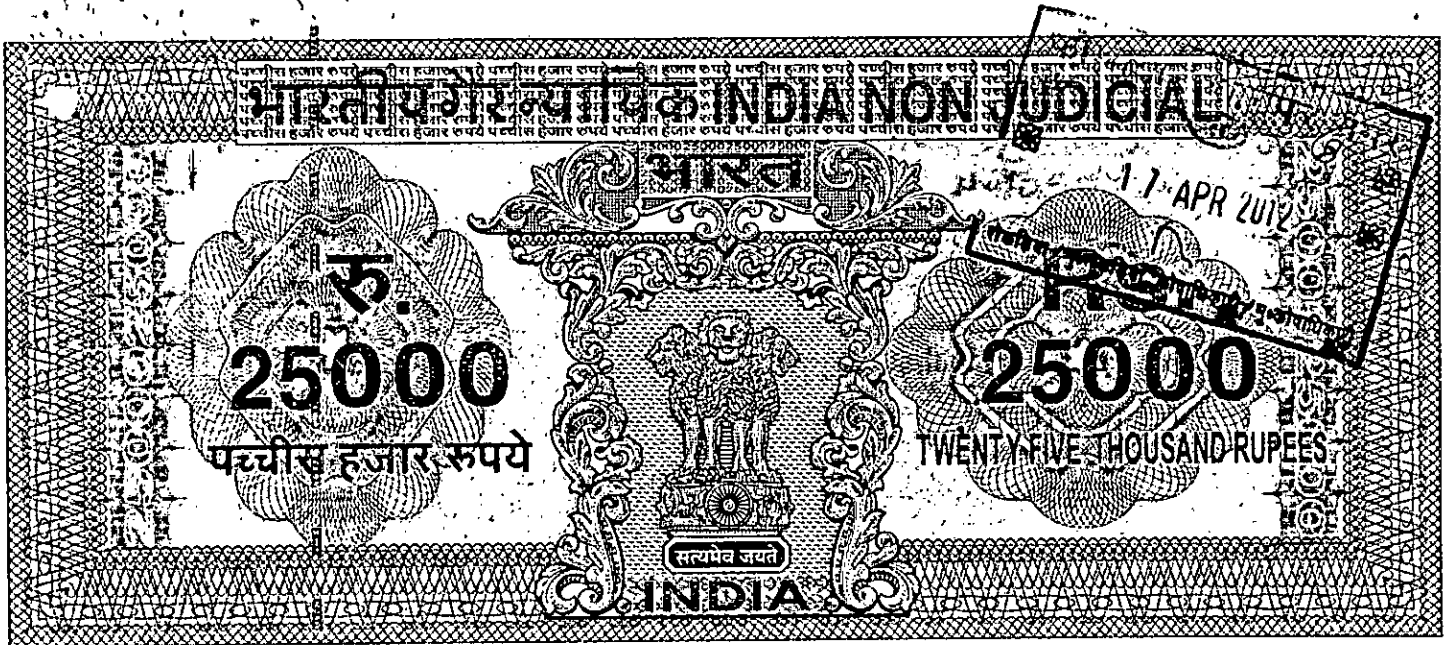
sustain or incur by reasons of any claim being made by any body through or under him to the said Subject property or in respect of any arrears of taxes or cases due thereon and for greater clarification, it is hereby undertaken by the said Vendor, that in case the said property or portion thereof hereby conveyed, and sold to the Vendee is lost to the Vendee on account of any claim made by any person claiming through or due to any defect in the right title or interest to the said subject property then the Vendors will indemnify and undertake, assure to pay and make good all pecuniary lossess, together with upto date interest and liquidated damages to the Vendee in all respect up to the satisfaction of Vendee, the Vendors in case of any defect the Vendors will be liable to reimburse cost of improvements constructions etc. carried out by the Vendee in the property etc.

For NIKHAR PALACE

Harish Salve
Proprietor

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(33)

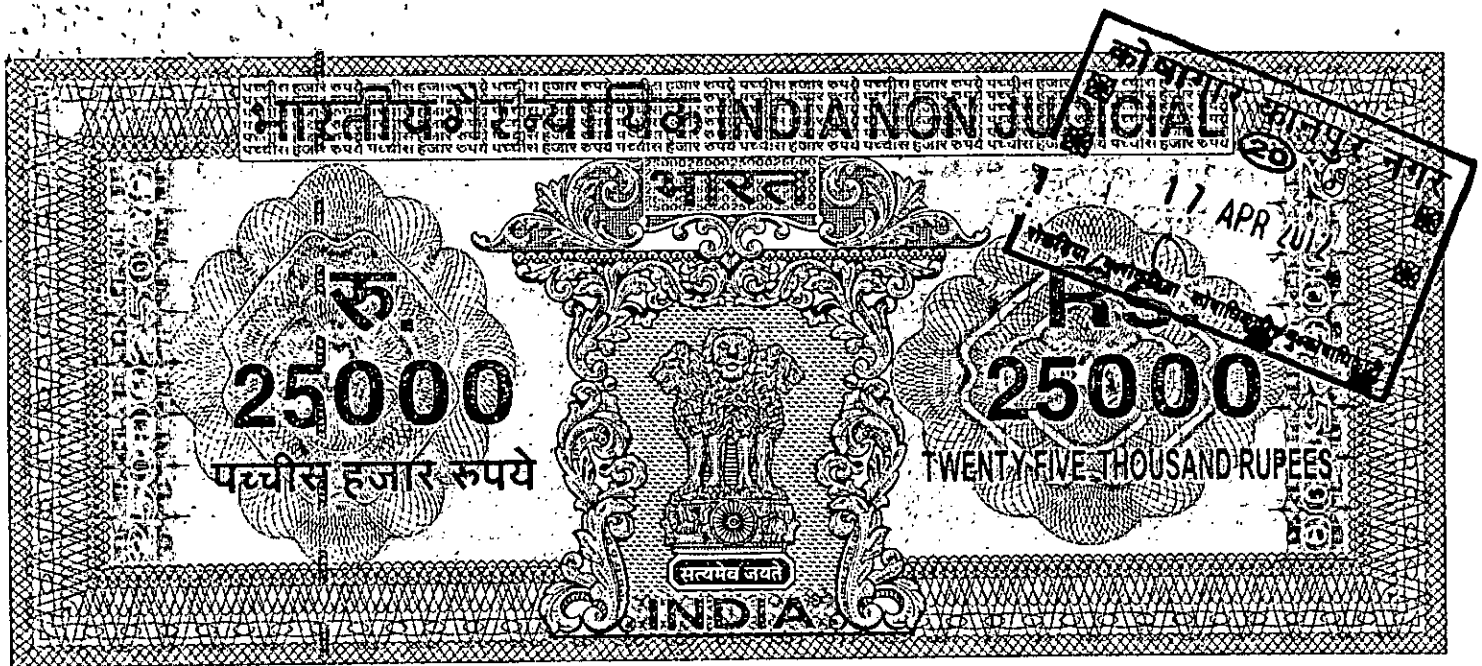
That the Vendors do hereby covenant and declare that said property is free from all encumbrances, charges, claims and/or liens of every sort and description whatsoever made or suffered by the Vendors and that any person or persons claiming for or under him and is free from of any attachment at the instance of the Revenue Authorities for attachment either before or after Judgment. The Vendors have full absolute and unrestricted right and title to authority to sell, transfer and convey the said premises to the Vendees. There does not exist any agreement to sell with any body else in respect of any portion or whole of the said property and no litigation pertaining to subject property is pending in any court, High Court etc.

For NIKHAR PALACE

Narain Singh
Proprietor

[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

B 834177

(34)

7. That there are no tax attachments with regards to the Said Property or any part thereof under the Income Tax Act, 1961, Wealth Tax or any other taxing statutes;

8. That by virtue of this sale deed, the vendee will become entitled to get its name mutated in records of Kanpur Nagar Nigam K.D.A. and other statutory Bodies as absolute owner by expunging the name of Vendors.

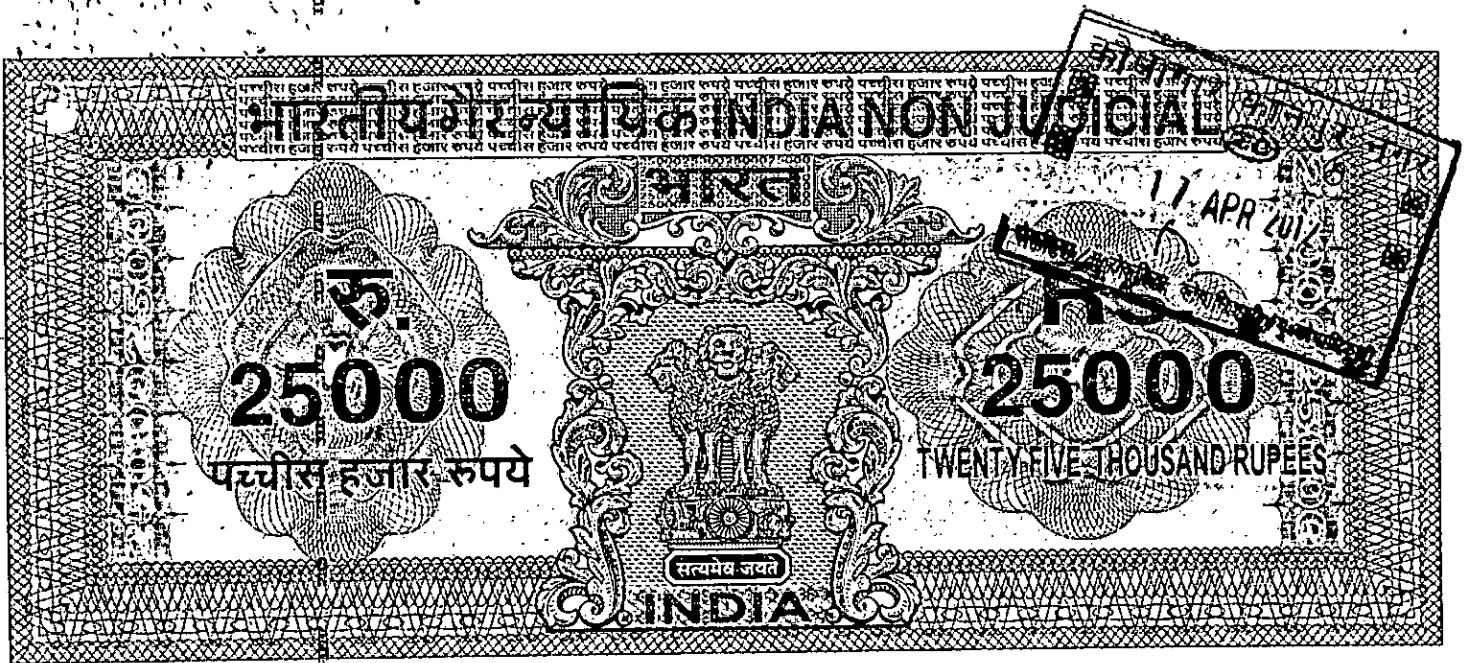
9. That the Vendors do hereby declares that said property, which is hereby transferred to the Vendee, is free from all type of mortgage, encumbrances,

For NIKHAR PALACE

Harish Galani
Proprietor

S. J. M.

Signature



उत्तर प्रदेश UTTAR PRADESH

B 834178

(35)

charges or liens of every sorts and description whatsoever, and is in no way, under any attachment at the instance of Revenue Authorities or under any authorities or under any attachment before judgment in any suit or decree against the Vendors. The Vendors assure and undertake that said property does not have any charge or lien of any authority nor is attached in the realization of any taxes demand or income tax etc. for realization of any demand of Vendors business over said plot of land, if in case any demand is

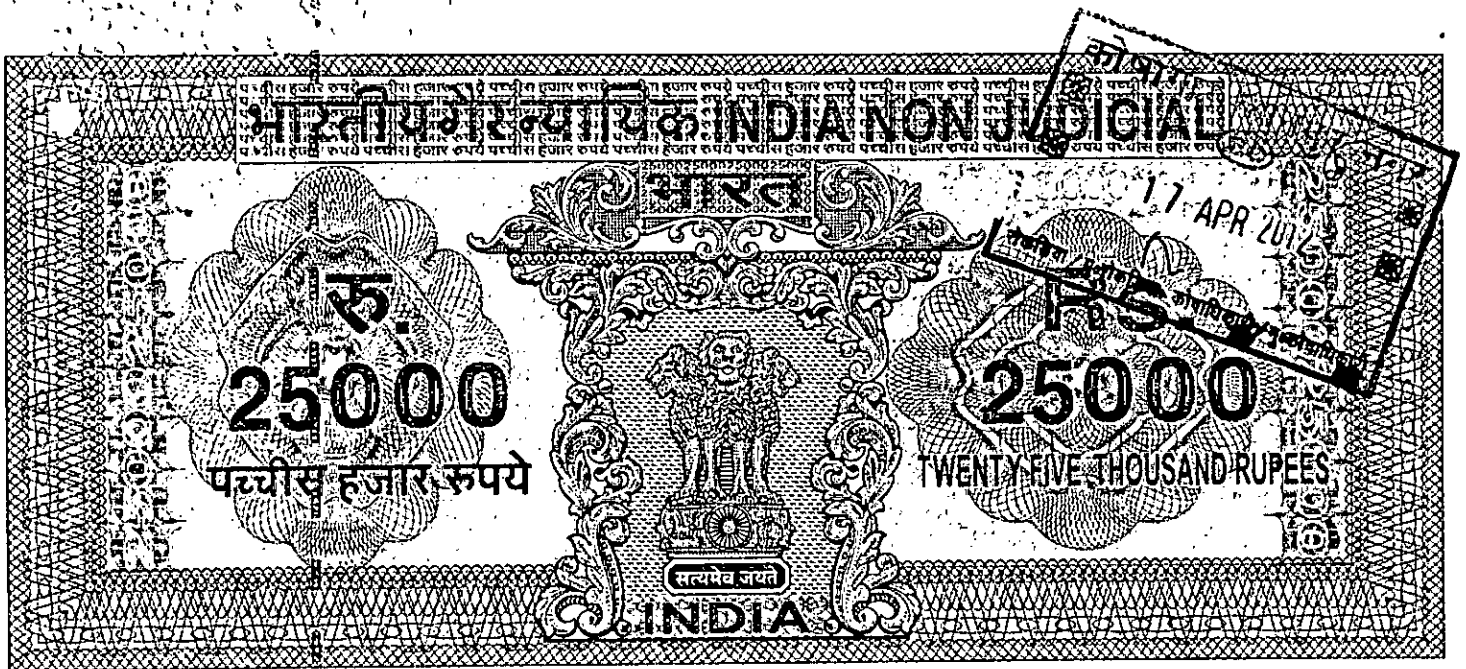
For NIKHAR PALACE

Proprietor

Ram Lal Singh

S. Y. M.

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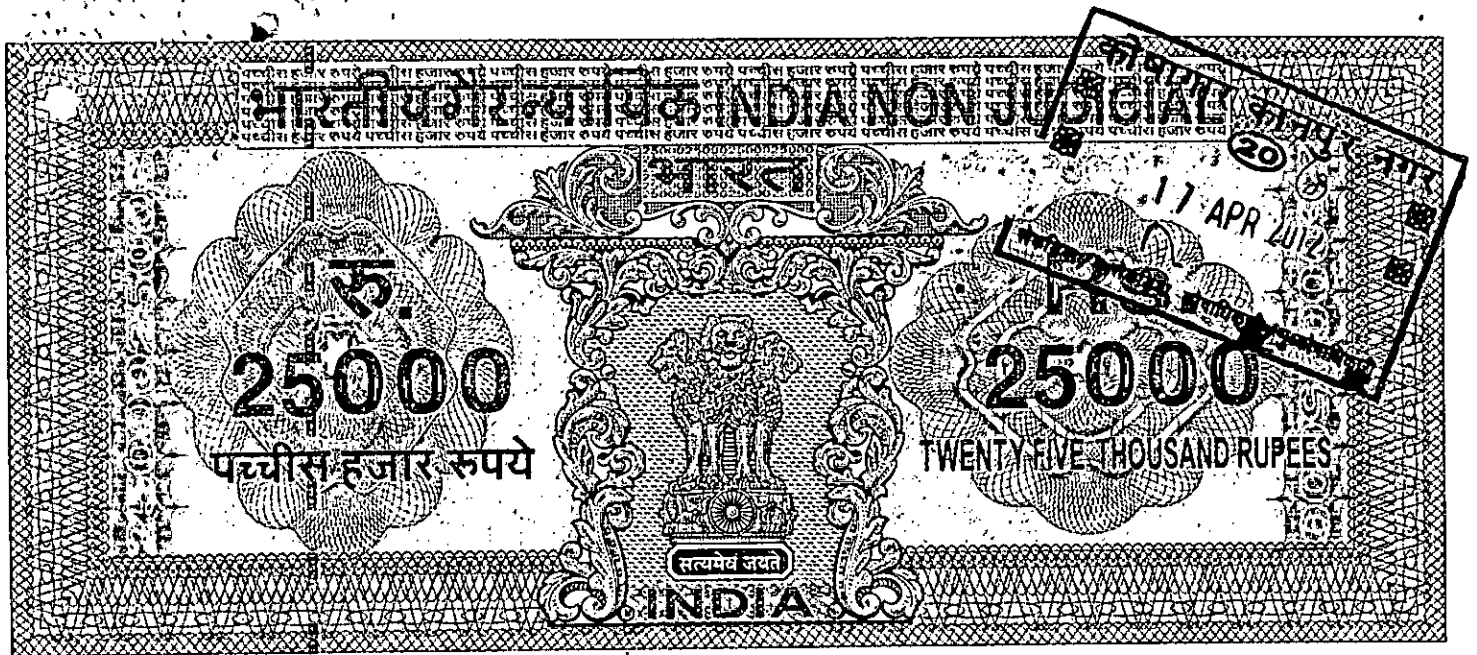
(36)

discovered it will be exclusive responsibility of the Vendors to pay the same, the Vendee will have no concerned at all, it will be perpetual responsibility of the Vendors to satisfy the same. The Vendors have got absolute and unrestricted and unimpeachable right, title, in the said property and the Vendors have full right and authority to transfer it, if due to defect in the title the vendee suffer any loss it will be fully indemnified by the Vendors jointly and severally.

10. That the Vendors will keep the Vendee and any one claiming through the Vendee fully indemnified and harmless at all times, against all claims, costs

For NIKHAR PALACE

Kaushal Galya
Proprietor



उत्तर प्रदेश UTTAR PRADESH

B 834180

(37)

and expenses (including attorney's fees and legal costs), damages (including punitive damages), losses, charges, demands, actions, suits, legal proceedings and liabilities that may arise against the Vendee or any one claiming through the Vendee or the Said Property, by reason of (i) any defect in or want of title on the part of the Vendors or its predecessors-in-title, and against any consequential disturbance or interference to the peaceful possession of the Said Property by the Vendee or anyone claiming through the Vendee;

For NIKHAR PALACE

Narain Sahni
Proprietor

Singh

Signature