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### INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

1FC! INFRASTRUCTURE DEVELOPMENT LTD. DELHI

IN pursuance of order of Collector No.

memo dated autorios Passed under section

10-A of the Stamp Act, it is certified that an
amount of Rs. 9555000/ (in Words Rs. Nichtaire Laboration)

- difty dive thous and only

has been Paid in Cash as Stamp duty in respect of this instrument in the State Bank of India/Treasury/Sab-Treasury of Charles No. 3 Dated 29/03/08 a copy of which is annexed here with.

Officer in-charge Treasury-Ghazjabat

#### SALE DEED

SALE DEED: Rs. 7,63,00,000/-. However, stamp duty paid on Rs. 13,65,00,000/-, being the circle rate fixed by the Collector, Ghazlabad.

Stamp Duty

95,55,000/-

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For IFCI Infrastructure Development Limited

Type of Land Location

Industrial Land Delhi - Meerut Road Dharga!

Village PROPERTY NO.

Khasra No. 354, 355M, 966M, 369M, 370, 371, 372M, 373/1, 373/2, 374, 375, 376, 377, 388,

389, 390, 391

Located at 21 km Delhi-Meerut Road,

Ghaziabad U.P.,

area TYPE OF DEED

19489.67 SQUARE METERS

CATEGORY OF LOCALITY

SALE DEED R-Zone

MINIMUM RATE OF LAND

Rs.7,000/- PER SQUARE METER

CONSTRUCTION TRANSACTION VALUE

(Nil ) No Construction

Syration Charge

Rs. 7, 63,00, 000/-

### Details of Property:

In Khasra No. 354 & 355M & 366M & 369M &370 & 371 & 372M & 373/1 & 373/2 & 374 & 375 & 376 & 377 & 388 & 389 & 390 & 391 Situated at Village Dhargal Pargana Jalalabad Tehsil & District Ghazlabad.

### Side Plan of Freehold Land 19489.67 Sq. Mtrs. :-

East

Open Industrial Land of Jain Tubes Company Limited

West

Meerut Road Length 255 Ft.

North

Open Industrial Land of Jain Tubes Company Limited

South

Other Land (Industrial)

This Sale Deed (hereinafter referred to as "this Deed") is executed at Ghazlabad on the 29 day of September, Two Thousand and Eight by and between:

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Page 2

### CERTIFIED TRUE COPY

والمراجة المتركية المتراكية المترج

For IFCI Infrastructure Development Limited

M/s Jain Tubes Company Limited, a company registered under the Companies Act, 1956 having its registered office at D-20, Connuaght Place, New Defhi-110001 and having PAN No.AAACJ0538R, acting through its authorised representative Mr. PRADEEP JAIN S/o Sh. S. R. Jain duly authorised by Sh. S. R. Jain the Managing Director of Jain Tubes Company Ltd. vide Board Resolution dated 22<sup>nd</sup> August, 2008 (hereinafter referred to as the "Vendot", which expression shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include its authorised representatives, nominees, permitted assigns, executors, etc.) of the ONE PART;

#### AND

M/s IFCI Infrastructure Development Limited (IIDL), a company registered under the Companies Act, 1956 having its registered office at IFCI Tower, 14<sup>th</sup> Floor, 61, Nehru Place, New Deihl — 110 019 and having PAN No. AABCI7713C acting through Mr. Shivendra Tomar, Chief Operating Officer and authorised officer of IIDL vide Board Resolution dated 28<sup>th</sup> Feb. 2008 (hereinafter referred to as the "Vendee", which expression shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include its authorised representatives, nominees, permitted assigns, executors, etc.) of the SECOND PART.

The "Vendor" and "Vendee" are hereinafter individually referred to as such and collectively referred to as "Parties".

### RECITALS:

WHEREAS on the request of the Vendor, the IFCI Limited [Formerly Industrial Finance Corporation of India established under an Act of Parliament (Act 15 of 1948) and subsequently, converted to a Public Limited Company viz 'The Industrial Finance Corporation of India Ltd', registered under the Companies Act, 1956 w.e.f. 1st July, 1993 under the provisions of Industrial Finance Corporation (Transfer of Undertaking and Repeal) Act, 1993 and published in the The Gazette of India, Extraordinary, Part-II, Section-I dated April 2, 1993. Further, the name of 'The Industrial Finance Corporation of India Ltd' was changed to IFCI Ltd w.e.f. 27.10.1999 in terms of Fresh Certificate of

Page 3

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For IFCI Infrastructure Development Limited

Company Secretary

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ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अन् एस0 त्यामी पुत्र श्री जगदीश त्यामी

पेशा व्यापार

निवासी आर 9/32 राज मगर गा0 बाद

व श्री नीमान अहमद पुत्र श्री जमील अहमद

पेशा व्यापार

निवासी सी-6/105 रामप्रस्था कां0 गा0 बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



आर0 के गतिम उप निर्वन्धक द्वितीय गाजियाबाद 29/9/2008

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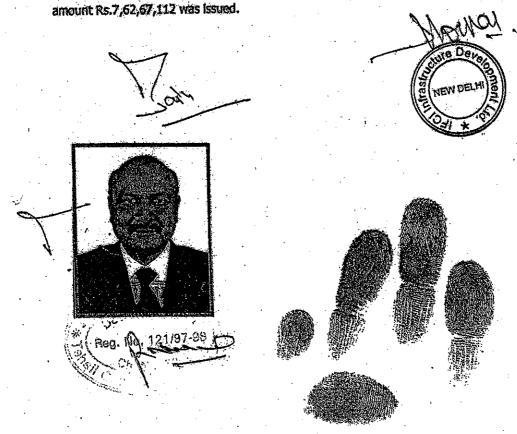
For IFCI Infrastructure Development Limited

Incorporation dated 27.10.1999 issued by Registrar of Companies, N.C.T. of Delhi & Haryana] (hereinafter referred to as IFCI) and having its Registered office at IFCI Tower, 61, Nehru Place, New Delhi-110 0019 and having PAN No. AAACT0668G, had granted different financial facilities (hereinafter collectively referred to as the "Loan") to the Vendor in the year 1988 and 1989;

AND WHEREAS as a security for the repayment of the Loan and related dues the Vendor had duly mortgaged with the IFCI the immovable property of the Vendor situated at Ghaziabad, U.P., more particularly described in Schedule-I attached to this Deed (hereinafter referred to as the "said Mortgaged Property") by depositing the original title deeds of the said Mortgaged Property with IFCI;

AND WHEREAS on account of non-payment of the Loan, interest and applicable charges (hereinafter referred to as "the Dues") by the Vendor, the IFCI filed an Original Application before the Hon'ble Debt Recovery Tribunal, New Delhi being Original Application No.221/2000 for recovery of the Dues of the IFCI which is followed by initiation and filing of various litigations and cross litigations before the Courts / different forums;

AND WHEREAS a recovery certificate for the amount claimed in the above O.A. i.e.



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For IFCI Infrastructure Development Limited

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Registration No. 7368

Year:

2008

Book No.

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प्रदीप जैन डायरेक्टर AAC10538-R

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For IFCI Infrastructure Development Limited

AND WHEREAS now the Parties have decided to settle the disputes amongst themselves and accordingly the Vendor has agreed to transfer a portion of said Mortgaged Property, more particularly described in Schedule-II attached to this Deed (hereinafter referred to as the "said Property") in favour of the Vendee towards the full and final settlement of the Dues of the IFCI for the value of Rs.7,62,67,112 in terms of the Recovery Certificate No. 247;

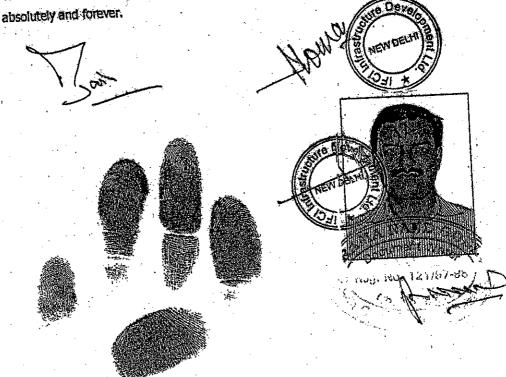
AND WHEREAS IFCI has agreed to accept the transfer of right, title and interest of the Vendor in the said Property in favour of the Vendee towards full and final settlement of the Dues;

AND WHEREAS now the Parties have agreed to enter into this Deed, recording the transfer, conveyance and sale of the said Property on the terms and conditions hereinafter contained.

## AND NOW THEREFORE, THIS DEED HEREBY RECORDS THE UNDERSTANDING AND AGREEMENT OF THE PARTIES AND WITNESSETH AS UNDER:

The Vendor, in consideration of full and final settlement of the Dues of IFCI
hereby absolutely conveys, transfers and assigns the said Property unto the
Vendee.

2. The Vendor has sold the said Property on as is where is basis, unto the Vendee



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For IFCI Infrastructure Development Limited

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Registration No. 7368

Year: 2008

Book No.

1201 शिवेन्द्र तोमर कम्पनी अधिकृत AABCI7713C

गू० वी० एस० सी० आई० टायर है। नेहरू पेलैस नई विल्ली
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For IFCI Infrastructure Development Limited

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- 3. The Vendor has handed over the physical, peaceful and vacant possession of the said freehold open Industrial Land measuring 19489.67 Sq. Mus. situated at Village Dhargai Pargana Jalalabad Tehsil & District Ghazlabad and the Vendee shall hold, enjoy and possess the same as its sole and absolute owner to the complete exclusion of the Vendor herein and without any interruption hindrance or let, of any kind whatsoever.
- 4. The transaction value of the said Property is Rs.7,62,67,112 or say Rs. 7.63 crore.
- 5. Relying on the representations and undertakings of the Vendor as contained in this Deed and believing the same to be true and acting on the faith thereof, the Vendee has accepted the said Property towards full and final settlement of the Dues and thus shall be entitled to get the said Property mutated in the records of the Competent Authorities in its favour upon execution of this Deed and for which the Vendor shall provide all its cooperation and hereby undertakes to give no objection/consent before all competent authorities at all times, as and when required to facilitate mutation entry in respect of the said Property in the name of the Vendee.
  - 6. The Vendee shall henceforth hold the sald Property as the absolute owner thereof and shall be entitled to all the benefits arising out of such ownership and possession. The Vendee can use the property for residential / other purposes at its own discretion.
  - 7. The Vendor hereby confirms and further represents that the Vendee shall be entitled to all rights, title, benefits and interest of the Vendor in respect of the said Property hereafter.

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For IFCI Infrastructure Development Limited

- 8. The Vendor hereby assures, represents and covenants as under:-
  - 8.1 Except as mentioned hereinabove, the said Property or any part thereof, hereby sold to the Vendee, is free from all kinds of encumbrances, such as prior sale, gift, will, litigations, liens, disputes, lease, loan, surety, security, injunction, stay order, notice of acquisition or requisition, Governmental Claim, attachments, family & religious disputes, order of attachment by the Income-Tax Authorities and wealth tax attachments or any other Authority, or any other registered or unregistered encumbrances, of any nature, howsoever and whatsoever, and if it is ever proved otherwise or if the whole or any portion of the said Property is ever taken away or goes out from the possession of the Vendee on account of any legal defect in the ownership and title of the Vendor, then the Vendor will be liable and responsible to make good the loss suffered by the Vendee.
  - 8.2 The Vendor has full power to execute and deliver this Deed and to consummate the transaction contemplated herein.
  - 8.3 There is no legal impediment or bar within the knowledge of the Vendor whereby the Vendor can be prevented from obtaining any permission or clearance or consent of any authority as may be required under law to yest the absolute title in the said Property In favour of the Vendee.
  - The execution and delivery of this Deed and the documents and agreements provided for herein by the Vendor, and the consummation by it, of the transaction contemplated herein have been duly authorised.
  - 8.5 This Deed and all such other agreements and written obligations entered into and undertaken in connection with the consummation of

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For IFCI Infrastructure Development Limited

- The Vendor has not executed and is not a party to any agreement for sale, estate contract, option, right of pre-emption, development agreements or matters similar thereto, right of first refusal or similar matters, the provisions of which remain to be performed, and there are no outstanding actions, claims or demands between the Vendor and any third party affecting or relating to the said Property or any part thereof, whereunder any third party has a contractual right or obligation to acquire an estate or interest in the said Property or any part thereof or which may hinder the consummation of the transaction contemplated herein.
  - 8.7 There are no facts, matters or discumstances which have not been disclosed in writing to the Vendee, the disclosure of which might reasonably affect the willingness of the Vendee to enter into this Deed and to take any action to consummate the transactions contemplated therein.
  - 8.8 Excepting the Vendor nobody else has any right, title, interest, claim or demand whatsoever or howsoever in respect of the said Property or any part thereof.
    - 8.9 The Vendor and / or any person(s) lawfully claiming under or in trust for it shall not interfere or obstruct with the peaceful enjoyment of the said Property by the Vendee or their nominee(s) representative(s), agent(s), and assign(s) after execution of this Deed in favour of the Vendee.

For IFCI Infrastructure Development Limited

- 8.11 The Vendor now admits that it has been left with no right, title and interest of any nature whatsoever, in the said property and the Vendoe has become the absolute owner of the same, and the Vendor shall use and enjoy the same in any manner.
- 8.12 The Vendor hereby assures that the land revenue, and any other Dues and demands in respect of the said Property has been paid by the Vendor upto the date of execution of this Deed.
- 8.13 The Vendor covenants that the said Property is not notified under Sections 4 and 6 of Land Acquisition Act, 1894 and has not been acquired by the Government for any public purpose.
- 8.14 The Vendor covenants that it shall sign all documents and papers and do all acts, deeds, matters and things necessary for the registration of this Deed pertaining to the said Property in the name of the Vendee or his/her nominee(s) in records of the Sub-Registrar of Assurances, in whose jurisdiction the said Property is situated and/or any other competent authority including the Revenue authorities.
- 9. The Vendee hereby assures, represents and covenants as under:-
  - 9.1 The Vendee has full power to execute and deliver this Deed and to consummate the transaction contemplated herein.
  - 9.2 There is no legal impediment or bar within the knowledge of the Vendee whereby the Vendee can be prevented from obtaining any permission or clearance or consent of any authority as may be required under law to vest the absolute title in the said Property in its favour.

For IFCI Infrastructure Development Limited

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- into and all such other agreements and written obligations entered into and undertaken in connection with the consummation of this transaction contemplated herein, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Vendor, enforceable against it in accordance with its respective terms.
- 9.4 The Vendee covenants that it shall sign all documents and papers and do all acts, deeds, matters and things necessary for registration of this Deed perfaining to the sald Property in the name of the Vendee or his/her nominee(s) in records of the Sub-Registrar of Assurances, in whose jurisdiction the said Property is situated and/or any other competent authority including the Revenue authorities.
- or levies including property tax / land revenue or any other dues and demands etc. levied in respect of the said Property by the competent authorities, upto the date of execution of this Deed, and hereafter the same shall be the exclusive responsibility of the Vendee and shall be paid, as and when levied of becomes leviable, by the Vendee.
- 11. The Vendee hereby agrees and undertakes that any taxes, charges or levies with respect to the said Mortgaged Property if become due and payable for any term prior to this Deed by the competent authorities, then same shall be paid by the Vendor directly to the authorities and any receipts of admowledgement of such payments shall be handed over by the Vendor to the Vendee.
- 12. The Vendor hereby agrees to indemnify the Vendee against all loss, damages that may be suffered by the Vendee due to any defect in the title of the Vendor or his predecessors, or in case the peaceful possession of the Vendee is hampered or destroyed in any manner or for any other reason, resulting in loss to the Vendee or of the said Property or any part thereof.

For IFCI Infrastructure Development Limited

Company Secretary

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- 13. All the expenses of this Deed I.e., stamp duty payable to the extent of only circle rate and registration charges, etc. shall be borne and paid exclusively by the Vendee.
- 14. No modification, representation, promise or agreement in connection with this Deed shall be valid unless approved and made in writing and signed by the Parties.
- Recitals, schedules and annexures to this Deed shall form an integral part of this Deed.
- 16. Original of this Deed shall be held by the Vendee and its photocopy will be given to the Vendor for its records and legal purpose.

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For IFCI Infrastructure Development Limited

SCHEDULE - I

DESCRIPTION OF THE SAID MORTGAGED PROPERTY

S.No	Khasra No.	Area	Total Area
1.	369	1-00-10	
	370	1-06-00	
· · · · · · · · · · · · · · · · · · ·	371	0-12-00	
	373	0-07-15	
	382	0-16-00	
	383	0-12-00	
	384	0-14-00	
· · · · · · · · · · · · · · · · · · ·	385	0-17-00	
	386	0-12-00	
	387	0-16-00	
<del></del>	388	1-01-00	
	389	0-19-00	
	390	1-09-00	
	450	0-13-00	
	451	0-08-00	12-03-05
2.	373	0-09-05	
· · · · · · · · · · · · · · · · · · ·	379	0-17-00	01-06-05
3.	355	0-01-09	
	375	0-11-00	00-12-09
4.	354	0-16-00	
·	376	0-11-00	01-07-00
5.	366	0-01-05	*
	372	0-17-10	1
	374	0-16-00	

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For IFCI Infrastructure Development Limited

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	378	0-14-00		
	380	0-06-00		
	381	0-08-00	03-02-15	-
6.	391	1-02-00		
	399	0-12-00	01-14-00	
7.	393	0-19-00	00-19-00	
8.	401	0-14-00		
	402	0-08-00	01-02-00	_
9.	400	1-00-00	01-00-00	
10.	392	1-01-00	01-01-00	
11.	419	0-08-15		
	448	1-05-00	01-13-15	
12.	396	1-02-00		
	413	0-19-00	02-01-00	
13.	406	0-12-00		
	449	1-03-00		
	410	1-05-00		_
	412	0-10-00		
	418	0-07-05	03-17-05	
14.	404	0-09-00		
	408	0-03-00		-
	422/1	1-00-15		
	424/1	1-05-05	02-18-10	
15.	397	1-03-00		
	415	0-19-00	02-02-00	┥
16.	421/1	0-06-15	00-06-15	$\dashv$
17.	407	0-02-00	00-02-00	$\dashv$
18.	377	0-14-00	00-14-00	$\dashv$
19.	403	0-08-00		$\dashv$
•	1,00	U-00-00		

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For IFCI Infrastructure Development Limited

	409	0-12-00	01-00-00
20.	416	0-09-00	00-09-00
21.	394	1-04-00	
	411	1-07-00	02-11-00
22.	452	0-12-00	00-12-00
23.	420	0-07-15	
• • •	446	0-09-00	00-16-15
24.	395	0-03-00	00-03-00
25.	398	0-16-00	
	405	0-14-00	
	414	0-09-00	
•••	417	0-07-00	02-06-00

Situated at 21 K.M. mile stone from Delhi on Delhi-Meerut-Road in the State of Uttar

Pardesh.

John John

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For IFCI Infrastructure Development Limited

### Schedule II

# Details of Sale Propety Freehold property Situated at Village Dhargal Pargana Jalalabad Tehsil & District Ghazlabad

Khasra No.	Area in Sq.Mtrs.
354	2020
355M	130
366M	790
369M	2590
370	3290
371	1520
372M	2210
373/1	330
73/2	1170
374	2020
975 ·	1390
76	570
377	450
388	730
189	210
390	50
391	19.67

Total Khasra No. - 17

Total Area 19489.67

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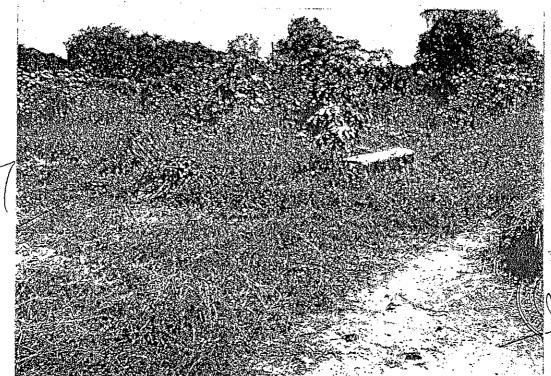
For IFCI Infrastructure Development Limited

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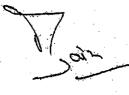
PLAN OF OPEN LAND ON KHASRA NO-354,355M,366M,369M,370 /1,372M,373,/1,373/2,374,375,377,388,39,390,391, SITAUTED AT VILL. DHARGAL MEERUT ROAD GHAZIABAD [UP.] TEHSIL & DISTT- GHAZIABAD. (U. P) TOTAL AREA = 19489.67 SQ MTR.OPEN INDUSTRIAL JAIN TUBES CO. LTD. 255'-0" OTHER PLOT **PLOT** OPEN INDUSTRIAL JAIN TUBES CO. LTD PLOT INDUSTRIAL JAIN TUES LTD. **DELHI MEERUT ROAD** DELHI MEERUT ROAD SELLER SIGN-ARCHITECT SIGN-Structural & Building Consultant Architect, Engineers & Valuers CA/93/15817

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For IFCI infrastructure Development Limited









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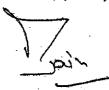
For IFCI Infrastructure Development Limited

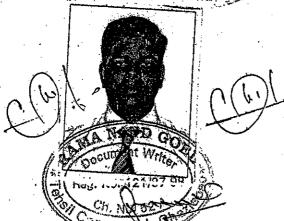
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THESE PRESENT ON THE DAY DATE MONTH AND YEAR FIRST MENTIONED

PHOTOS WITNESS:

1.

First Party (Vendor)





Second Pa



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For IFCI Infrastructure Development Limited

Witness No. 1

Sh. R. S. Tyagi S/o Jagdish Tyagi R/o R-9/32, Raj Nagar, Ghaziabad

Witness No.-2

Sh. Novman Ahmed S/o Sh. Jamil Ahmed R/o C-6/105, Ram Prastha Colony Ghziabad

Dated: 29-9-2008 Drafted by RAMANAND GOEL Document Writer, Registration No. 121/97-98 Ch. No.52A, Tehsil Compound, Chazlabad has not seen/visited the site & has prepaired written the sale deed as per facts explained by both the vendor & vendee.



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For IFCI Infrastructure Development Limited

आज दिनांक <u>29/09/2008</u> की बही सं <u>1</u> जिल्द सं <u>3249</u> पृष्ठ सं <u>111</u> से <u>129</u> पर कमांक <u>7368</u> रजिस्ट्रीकृत किया गया ।



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For IFC! Infrastructure Development Limited