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10,50,100 -

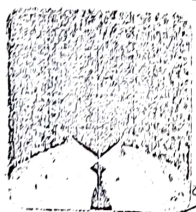
THIS DEED OF ASSIGNMENT is made on this the 25 day of June, 2004

B E T W E E N

THE OFFICIAL LIQUIDATOR, High Court, Calcutta, being the Liquidator of M/S DEWARANCE MACHNEIL & CO. LTD. (in Liquidation) presently officiated by SRI PRANAB KUMAR ACHARJEE having his Office at 9, Old Post Office Street, Kolkata-700 001, hereinafter called the 'VENDOR/ASSIGNOR' (Which expression shall unless excluded by or repugnant to the substance or context be

Pranab Kumar Acharjee

Machneil & Co. Ltd.



[Faint handwritten notes and signatures]

deemed to include his successor-in-office and assigns) of the FIRST PART.

AND

M/S K.V.FOUNDATIONS INDIA LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office At 113-114, Mohta Building, 4, Bhikaji Cama Place, New Delhi-110066, represented by its Director SH. PARAG DALMIA (duly authorized by the said company vide its Resolution passed in the meeting of its Board of Directors dated 20/10/2003) hereinafter Called the 'CONFIRMING PARTY' (which expression shall unless excluded by or

Parag Dalmia

6/5

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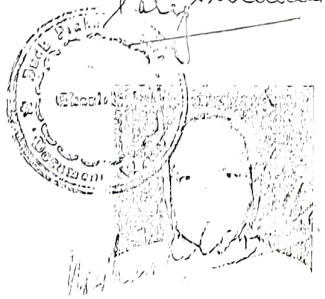
[Faint circular stamps]

-:3:-

repugnant to the subject or context be deemed to include its
Successor-in-interest, Successor-in-Office and assigns) of the
SECOND PART.

AND

M/S RAM CHAMELI CHADHA VISHVAS GIRLS COLLEGE SOCIETY, a Society
registered within the provision of Society Registration Act,
1860, having its Office at C-22, Meerut-Road, Ghaziabad, U.P.,
represented through its Hon'ble Secretary SH.K.L.CHADHA
HEREINAFTER Called 'PURCHASER/ASSIGNEE' (which expression shall
unless excluded by or repugnant to the subject or context" be

Sh. K. L. Chadha




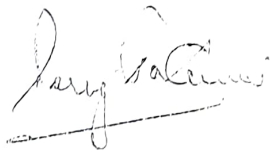
10/5/22

deemed to include its Successor-in-interest, Successor-in-Office and assigns) of the THIRD PART.

WHEREAS by a Registered Deed of Lease dated 22nd December, 1970, Uttar Pradesh State Industrial Development Corporation Limited (hereinafter referred to as the "said U.P.S.I.D.C. duly executed a lease in favour of M/s Dewarance Macnill & Co. Ltd. in respect of the "Plot No. A-6 (ii)., Sector XXII, Industrial Area, Meerut Road, Ghaziabad (hereinafter referred to

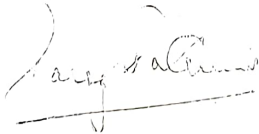
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as "the said plot of land") containing land admeasuring at about 22525.00 Sq. meters more or less (hereinafter referred to as the "said Property") Registered with the Sub Registrar I, Ghaziabad and entered in Book No. I, Volume NO. 1526 Page 94, Additional Book No. 1529 at page No. 145 to 160 at serial No. - 7709 along with counter foil No. 7710 to 7712, with map on dated 25/12/1970 for a term of 90 years (with effect from March 25, 1969) and on the basis of the terms and conditions contained in the said Lease Deed.



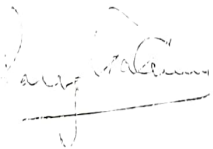
AND WHEREAS The said M/s. Dewarance Macnill & Co. Ltd. as per the said Lease Deed dated 22nd December, 1970 duly paid the entire consideration of such Lease and took over possession of the said plot of land and built up and constructed Factory Shed and installed plant and machinery on the said plot of land and constructed boundary wall over the said Land/Property.

AND WHEREAS the said M/s Dewarance Macnill & Co. Ltd. by an order of the Hon'ble High Court, Calcutta dated 13th October, 1999 was directed to be wound up on the basis of the



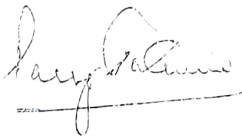
recommendation of the B.I.F.R. being Case No.109 of 1997, hereinafter referred to as the "said Company (In Liquidation)" and the Official Liquidator High Court at Calcutta being the Vendor herein duly appointed as Liquidator of the said Company (In Liquidation) with a direction to take possession of all the assets and properties of the said Company (in liquidation).

AND WHEREAS in pursuance of the said order of the Hon'ble High Court, Calcutta dated 13th October, 1999, the Official Liquidator of the said Company (In Liquidation) took possession



of all the assets and properties of the said Company (In Liquidation) including the said Plot of Land admeasuring of about 22525.00 Sq meter lying and/or situated at Plot No.A-6(ii), Sector XXII, Industrial Area Meerut Road, Ghaziabad, U.P. (hereinafter referred to as "the said property").

AND WHEREAS by an order dated 27th July, 2001 passed by the Hon'ble High Court, Calcutta the Official Liquidator being the Vendor herein after making valuation of all the assets and properties of the said Company (In Liquidation) including the



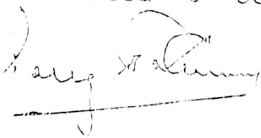
said property duly published sale notice inviting offers from the intending offerors for purchase of all the assets and properties including the said Property of the said Company (in Liquidation) on "as is where is and whatsoever basis" and on the terms and conditions as contained in the terms and conditions of such sale.

AND WHEREAS by an order dated 6th September, 2002 the Hon'ble High Court Calcutta amongst all other offers was pleased to accept the offer of M/s K.V. Foundations (India) Ltd. as

Kavya Kataria

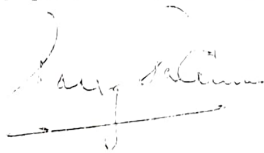
highest at a sum of Rs. 1,70,00,000/- and confirmed the said sale of all the assets and properties including the said property of the said Company (In Liquidation) in favour of the said M/s K.V. Foundations India Ltd. being the confirming party herein. A Xerox copy of the Minutes of the Order dated 6th September, 2002 is annexed hereto and marked as Schedule "A".

AND WHEREAS the said M/s K.V. Foundations India Ltd., being the Confirming Party herein in terms of the Order of the Hon'ble High Court Calcutta dated 6 September, 2002 duly



deposited a sum of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lacs) Only with the Official Liquidator, High Court, Calcutta vide Demand Draft No.141006 dated 11.09.2002 drawn on Standard Chartered Bank, Vasant Vihar, New Delhi-110 057 besides the earlier deposit amount of Rs.35,00,000/- (Rs. Thirty Five Lacs) Only as an by way of earnest Money of the said sale.

AND WHEREAS in pursuance of the order dated 6th September, 2002, passed by the Hon'ble High Court Calcutta, the said M/s K.V. Foundations India Ltd. duly paid the entire consideration of



-12:-

sale to the Official Liquidator High Court Calcutta and in turn the Official Liquidator being the Liquidator of the said Company (in liquidation) being the Vendor herein on 19th September, 2002 duly handed over possession of all assets and properties including the said property of the said company (In Liquidation) to the successful purchaser being the Confirming Party herein.

AND WHEREAS in an application filed by the said M/S K.V. Foundations India Ltd. being Confirming Party herein, being

Jay Palani

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C.A. No. 365 of 2003 connected with B.I.F.R. Case No.109 of 1997, on 12th August, 2003 the Hon'ble Mr. Justice Subhro Kamal Mukherjee of Hon'ble High Court at Calcutta was pleased to pass an order directing the Official Liquidator being the Vendor herein to execute the conveyance in favour of the said purchaser i.e. M/S K.V. Foundations India Limited being the Confirming Party herein or its nominee. The Xerox copy of the said Order dated 12th August 2003 is made Schedule 'B' of this deed.

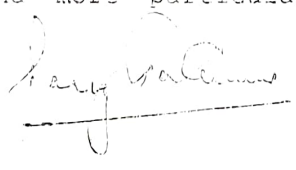
[Handwritten signature]

AND WHEREAS BY A FURTHER ORDER DATED 2nd September, 2003 the Hon'ble Mr. Justice Subhro Kamal Mukherjee of Hon'ble High Court at Calcutta in respect of C.A. No. 365 of 2003 was further pleased to pass an order to that effect that the Stamp Duty shall be chargeable upon the proportionate value of the immovable properties only. The signed copy of the minutes of the said order dated 2nd, September, 2003 is annexed hereto and marked with Schedule "C".

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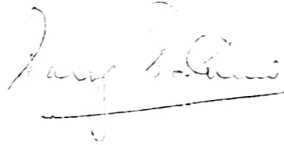
AND WHEREAS by virtue of the provisions of the Companies Act, 1956 and in terms of the order of the Hon'ble High Court Calcutta dated 13th October, 1999 passed in B.I.F.R. No.109 of 1997 the Official Liquidator High Court Calcutta being the Liquidator of the said Company (in Liquidation) and being the Vendor/Assignor herein was seized and possessed of otherwise well and sufficiently entitled to ALL THAT the Land being PLOT No. A-6(ii), Sector XXII, Industrial Area, Meerut Road, Ghaziabad, U.P. containing by ad-measurement 22525.00 Sq. meters more or less or and more particularly described in the



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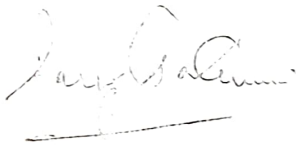
Schedule-"D" hereinafter written and delineated on the plan hereto and annexed and thereon bordered in RED Colour.

AND WHEREAS by virtue of the provisions of the Companies, Act, 1956 and in pursuance of the said Order of the Hon'ble High Court Calcutta dated 6th September, 2002 passed in B.I.F.R. No.109 of 1997, and in terms of the clause provided in the said Lease Deed dated 22nd December'1970 the Official Liquidator, High Court Calcutta being the Liquidator of the said Company (In Liquidation) being the Vendor/Assignor herein has got full



right to assign the Lease hold right of the said Company (in liquidation) in respect of the said property to the Confirming Party herein for the balance term of the said Lease subject to the terms and conditions contained in the said Lease Deed dated 22nd December, 1970 executed by the said U.P. State Industrial Development Corporation Limited in favour of the said M/s. Dewarance Macmill & Co. (now in Liquidation).

AND WHEREAS in pursuance of the order of the Hon'ble High Court Calcutta dated 12th August, 2003 passed in C.A. No. 365 of 2003,



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connected with B.I.F.R. No.109 of 1997 the said M/s K.V. Foundations India Limited being the Confirming Party herein duly appointed the purchaser as its Nominee for the purpose of getting executed and registered the Conveyance deed of the said Property (i.e land & building only) described in Schedule "D" hereunder written and shown in the Sketch or Plan annexed hereto and coloured with "RED" border therein and by its letter dated 6th January'2004 duly requested the Official Liquidator , High Court, Calcutta being the Liquidator of the said Company (in liquidation) as also being the Vendor/Assignor herein to execute the Conveyance in favour of its Nominee, the said "Ram

Jay Kumar

Mishra

By: Mr. S. S. Chatterjee
Sd/-

-:19:-

Chameli Chadha Vishvas Girls College Society" being the purchaser herein in respect of the said property admeasuring at about 22525.00 Sq. meters of land more fully described in the Schedule "D" hereunder written and delineated on the plan/Map hereto annexed and thereon bordered in Colour. A Xerox copy of the said Letter of the Confirming party herein dated 6th January'2004 is annexed hereto and marked with Schedule "E" herein.

Jay Salunke

Chameli Chadha

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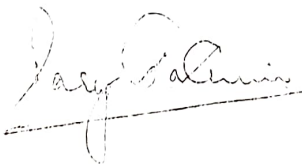
2004

-120-

AND WHEREAS the Vendor herein in terms of the Order of the Hon'ble High Court, Calcutta dated 12th August, 2003 passed in C.A. No. 365 of 2003 has agreed to execute such conveyance in respect of the said Property in favour of the purchaser, who is the Nominee of the said Confirming Party.

NOW THIS INDENTURE WITNESETH;

That in pursuance to the Order dated 6th September, 2002 and further order dated 12th August, 2003 and 2nd September, 2003 of Hon'ble High Court at Calcutta and in consideration of the sum





-:21:-

of Rs.1,05,00,000/- (One Crore and five Lakhs. Rupees Only) paid by the party to the second part i.e the Confirming Party herein to the Vendor/Assignor before the execution of this presents (receipt of the same is hereby admitted and acknowledged by the Vendor) and also the payments made by party to the third part i.e Purchaser herein to the party to the second part i.e confirming party herein amounting to Rs.1,05,00,000/- (Rupees One Crore and five lacs only) in respect of the said property by the Vendor, the Vendor doth hereby transfers grants, conveys, assigns, assures the "said Property" as described in schedule

Ray Salim

Ray Salim

"D" hereunder written to the Party to the third part, Purchaser, absolutely, subject to the terms of the said Lease Deed dated 22nd December, 1970 of which Vendor has good right, full power and authority to assign, assure, transfer, grant, convey and confirm the "said property" hereby assigned, assured, granted, conveyed and confirmed or expressed so to be unto and to the use of purchaser. The Vendor and confirming party hereby also confirm and assure herein that the peaceful and vacant possession of the said property had duly been handed over to them to the purchaser.

Harjit Kaur Harjit Kaur

"property" according to its need and free will subject to the said Lease Deed dated 22nd December, 1970.

That the Party to the third part Purchase after the execution of this present shall become the exclusive owner and in peaceful possession of the "said Property" for the residue term of 90 years of the Lease Deed dated 22nd December, 1970 as executed by the U. P. State Industrial Corporation Limited (U. P. S. I. D.C.) and on the basis of the terms and conditions of the said Lease.

Jayaram Kumar

Indira Kumar



100
400
200

That the Party to the third part/Purchaser herein after the execution of this present shall abide by the terms and conditions stipulated in the Lease Deed dated 22nd December'1970.

That after this conveyance Purchaser shall be free to use and utilize the "property" without any interference of the confirming party or any other person. In case of interference by any person in the possession and use of the Purchaser due to any act of the Confirming Party, the Confirming Party herein only

James Salinas

[Faint signature]

-126:-

shall be responsible to remove the same immediately at its own cost and expenses and the Vendor herein shall have no liability in any manner whatsoever.

That the stamp and registration charges for registration of this Deed shall be borne by the Purchaser.

All that the 'Property' being conveyed by this present by the Vendor to is numbered as plot No.A-6(ii) situated in the

Sanjay Kulkarni

Prakash Kulkarni

Notary Public

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shall be responsible to remove the same immediately at its own cost and expenses and the Vendor herein shall have no liability in any manner whatsoever.

That the stamp and registration charges for registration of this Deed shall be borne by the Purchaser.

All that the 'Property' being conveyed by this present by the Vendor to is numbered as plot No. A-6111, situated in the

W. S. Srinivas

W. S. Srinivas

-:27:-

Industrial Area of Sector XXII, Meerut Road, Ghaziabad and bounded in the following manner;

By North; 30' wide Road

By East; Railway line

By South; Plot No.A-(5)

By West; Plot No.A-6(1)

Which include factory shed together with boundary walls around the above plot.





IN WITNESS WHEREOF THE PARTIES hereto have set their hands the day and the year first above written.

SIGNED BY:

[Handwritten signature]

VENDOR

[Handwritten signature]
PARTY TO THE SECOND PART/CONFIRMING PARTY

PARTY TO THE THIRD PART/PURCHASER

WITNESSES:

Pankaj Baminjan
Admstr

[Handwritten signature]

ENCLOSURES : - AS DESCRIBED ABOVE AND MARKED AS
SCHEDULE OF DETAILS OF IMMovable ASSETS AND THE SITE PLAN

SCHEDULE 'A' & 'B' REFERRED TO ABOVE

SCHEDULE 'C' REFERRED TO ABOVE

SCHEDULE 'D' REFERRED TO ABOVE

SCHEDULE 'E' REFERRED TO ABOVE

12/12/2012

SCHEDULE-"A" REFERRED TO ABOVE ORDER DATED 6TH SEPTEMBER 2002

BIFR No. 109 OF 1997
In the High Court at Calcutta
Original Jurisdiction

Before
The Hon'ble Justice
Girish Chandra Gupta
06.09.2002

Dewarance Macmill & Co.Ltd. (In Liq.)
Re: Sale of assets (Ghaziabad property)

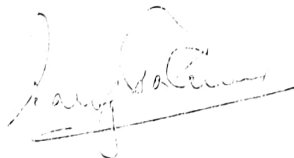
Mr. A. K. Dhandhanias, Advocate, appears with Mr. A.
Sarkar, Advocate for Secured Creditor.
Mr. B. Das, Advocate appears.

[Handwritten signature]

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It is made clear that in default of payment of the balance amount the earnest money shall stand forfeited.

In so far as the security expenses on account of the Security Guards are concerned, from today onwards Mr. Banerjee's client, that is K. V. Foundation (India) Ltd., will be liable to pay to the Official Liquidator will be open to Mr. Banerjee's client to put further guards in addition the guards already deployed by the official Liquidator.





-:33:-

It is made clear that the Security Guards deployed by the Official Liquidator Shall Continue only until the balance payment is made.

Let the earnest money of the unsuccessful bidders be refund to them within a week from date.

All parties are to act on Xerox signed copy of this order.

Sd/ Illegible

[Illegible Signature]

William K. Schell

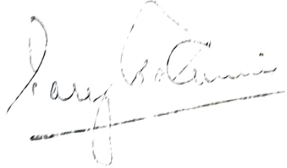
-34-

SCHEDULE-"B" REFERRED TO ABOVE ORDER DATED 12TH AUGUST, 2003

C.A. No. 365 of 2003
C.A. No. 151 of 2003
BIFR No. 109 OF 1997
In the High Court at Calcutta
Original Jurisdiction

Before
The Hon'ble Justice
Subhro Kamal Mukherjee
12.08.2003

Dewarance Machnil Co.Ltd. (In Liq..)
And
K.V. Foundations India Ltd.
Vs
The official Liquidator.

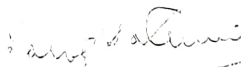




Mr. Joy Saha, Advocate appears,
Mr. A. K. Dhandhanis , Advocate appears.

The Court : By an order dated September 6, 2002 Girish Chandra Gupta, J. accepted the offer of M/s. K. V. Foundation India Limited for purchasing the assets of the company in Liquidation. Mr. Joy Saha, learned Advocate appearing for the purchaser prays for a direction on the official Liquidator to execute the document in favour of its nominee.

After hearing Mr. Saha, learned Advocate for the Purchaser and the official Liquidator, I dispose of the application being C.A. No.356 of 2003 directing the official Liquidator to execute the necessary conveyance in favour of the said purchaser or its nominee.

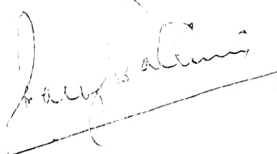


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The application being CA 365 of 2003 is thus disposed of.
No costs.

All parties including the official Liquidator are to act on a signed copy of the minutes of this order on the usual undertaking.

Sd/- illegible



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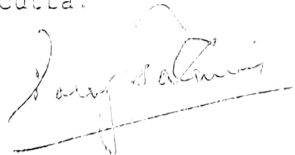
-137-

SCHEDULE-"C" REFERRED TO ABOVE ORDER DATED 2ND SEPTEMBER, 2003

C.A. No. 365 of 2003
BIFR No. 109 OF 1997
In the High Court at Calcutta
Original Jurisdiction

Before
The Hon'ble Justice
Subhro Kamal Mukherjee
02.09.2003

In the matter of :
Dewarance Machnil Co. Ltd. (In Liquidation)
And
United Bank Of India
Vs
The official Liquidator, High Court
Calcutta.



-:38:-

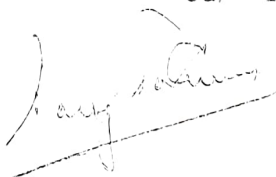
Mr. Joy Saha, Advocate appears.
Mr. Acharya, Official Liquidator appears.

The Court : This Matter has been mentioned the successful bidder for a direction upon the Official Liquidator to execute a conveyance in respect of the immovable properties i.e. the land and the structure standing on the land.

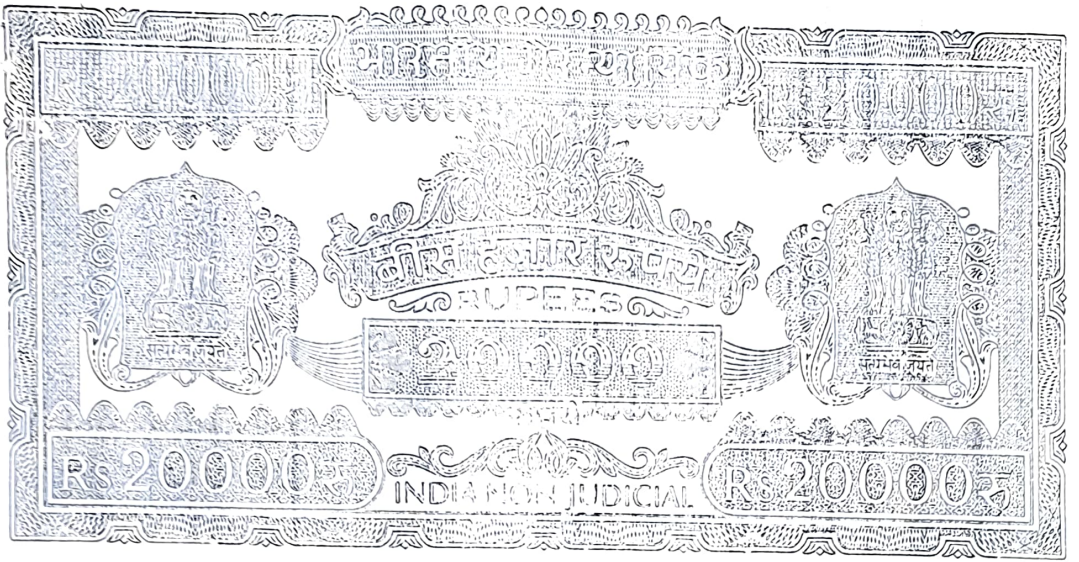
The stamp duty shall be chargeable upon the proportionate value of the immovable properties only.

All parties are to act a signed copy of the minutes of the order on the usual undertaking.

Sd/- illegible







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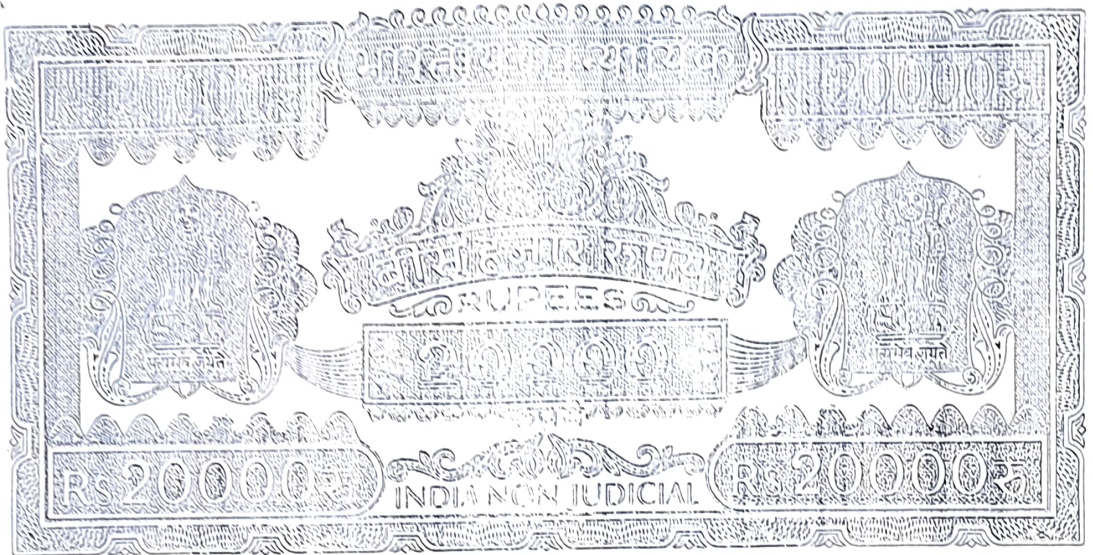
SCHEDULE-"D" REFERRED TO MEASUREMENT OF LAND

Details of immovable Asset at the factory of M/s Dewarance
Macnill and Co. Ltd., A-8/11 Sector - XXII Industrial Area,
Meerut Road, Ghaziabad-201003.

1/2/77

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[Handwritten signature]



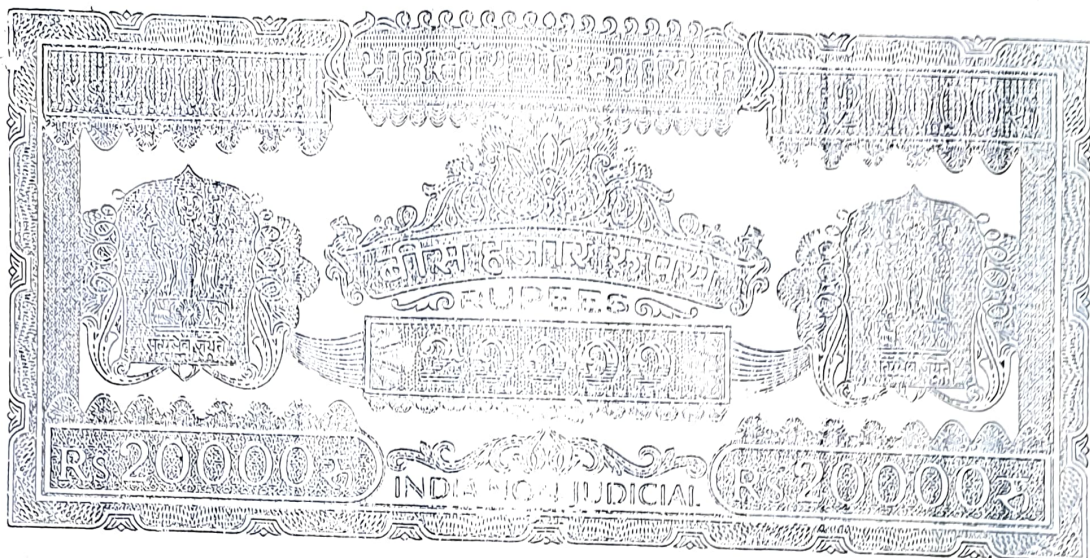
-40-

DESCRIPTION OF LAND, SHED AND BUILDING

1. Lease hold land measuring 22525.00 sq. meter leased out for 90 years by the U. P. State Industries Development Corporation.

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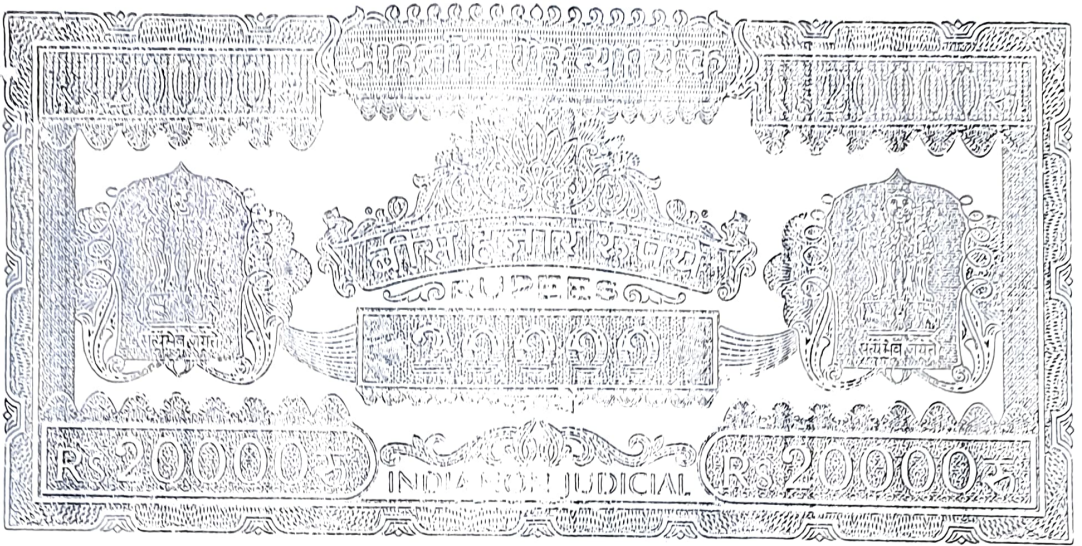


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2. Boundary wall measuring 1454261.9 cubic ft. with solid bricks.
3. Shed & building - Measurement
= $\frac{11333.33}{0.523}$ Cubic ft.
4. Joysts = total length - 1462 meter
5. Beam Angles = 1749 meter.
6. Small Angles for pancing and Rafter = 6800 ft. (2073 meters)
7. Asbestos = 8'x4' = 390 Nos.

Jayaram

[Signature]



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SCHEDULE-"E" REFERRED TO ABOVE LETTER DATED 6TH JANUARY, 2004

K.V. Foundations India Ltd.
Regd. & Head Office:
207, Caxton House,
2E, Jhandewalan Extn.,
Karl Bagh,
New Delhi-110 005.

Dated: 6th January, 2004

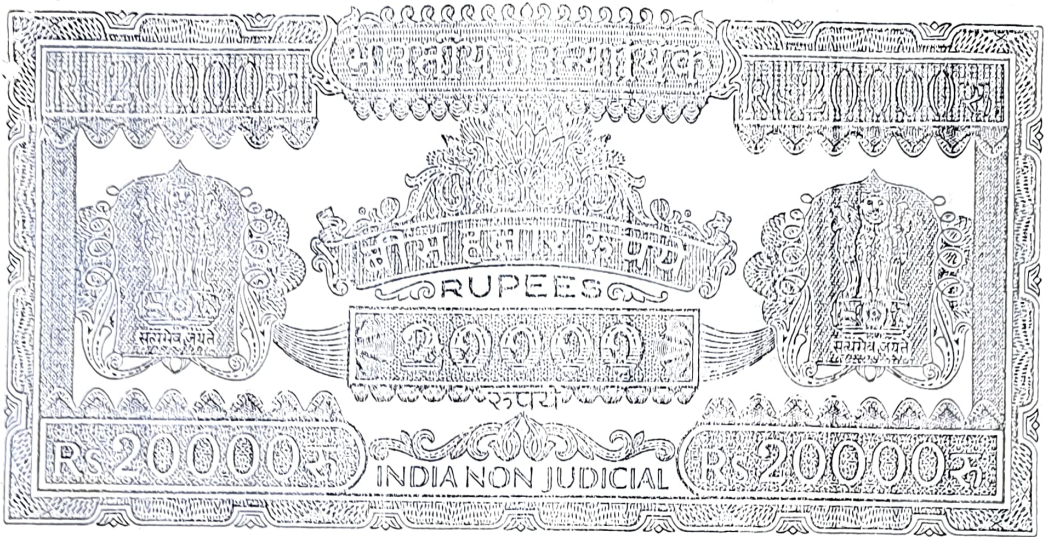
To
The Official Liquidator,
High Court of West Bengal,
Kolkata,

Dear Sir,

RE: BIFR CASE NO. 109 OF 1997
IN THE MATTER OF DEWARANCE MACNEILL & CO.
LTD. KOLKATA.

[Handwritten signature]

[Faint handwritten text]



-:43:-

As you are aware that the Hon'ble High Court of West Bengal-Calcutta under BIFR Suit No. 109 of 1997 was pleased to accept the offer of our company for purchase of assets of Dewrance Macneill & Co. Ltd. located at Plot No.A-6, (ii) Sector XXII, Industrial Area, Meerut Road, Ghaziabad-U.P. through the process of bid and auctioning vide its order dated 6th September 2002.

Further, vide another order dated 12th August, 2003, the said High Court was pleased to pass an order, directing

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[Handwritten signature]

[Handwritten signature]

3
41

D. G. Malloy

W. J. [unclear]
[unclear]
[unclear]

Walter K. [unclear]

J. [unclear]

-:44:-

the Official Liquidator to execute the necessary conveyance in favour of the company or its nominee.

In pursuance of the above orders, we hereby nominate and appoint M/s. Chameli Chadha Vishvas Girls College Society, C-22 Meerut Road, Ghaziabad, as our nominee in whose favour the conveyance of the land and building of Dewarance Macneill & Co. Ltd. located at Plot No.A-6(ii), Sector XXII, Industrial Area, Meerut Road, Ghaziabad-U.P. may kindly be executed.

Thanking you,

For KW Foundations India Ltd.
Sd/-Parag Dalmeida
Director

