

5/12/23
 dated the 12th day of July 1982
 stamped under section 32 of the
 Stamp Act 1899
 Total duty Rs. 500/-
 payable by the Vendor
 Value Rs. 12,112/-
 Headed by 12/11/23

F 65 (CI) 90/CL

FOR COMMERCIAL PLOTS

CONVEYANCE DEED

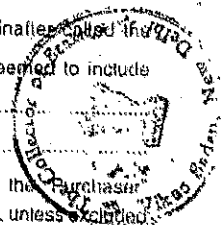
Common form for all types of transactions applicable in
 case of original lessee/GPAA/Authorized Signatory

1111-2-1174892



Madan
 17/6/60

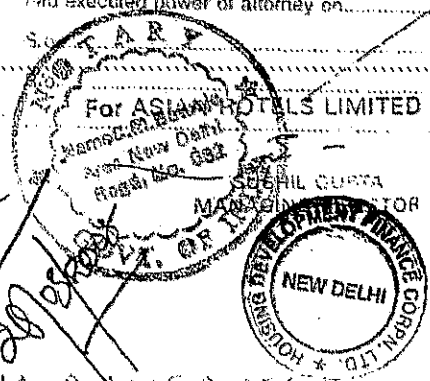
THIS CONVEYANCE DEED made on this 08th day of Feb Two
 Thousand and seven between the President of India, hereinafter called "Vendor"
 (which expression shall unless excluded by or repugnant to the context be deemed to include his successors
 in office and assigns) of the one part and (a) Shri/Smt/M/s. (the Company firm/partnership concern/
 proprietorship) son/daughter/wife/widow of Shri. MA Asian Hotels Ltd.
 R/o Regd. Office District Centre, Bhikaji Cama Place, R.K. Puram, New Delhi
 Through his/her Attorney/Authorized Signatory/Director/s duly authorized by Board of Directors vide Resolution
 dated.....
 Shri/Smt. Sushil Gupta, Managing Director of Asian Hotels Ltd.
 son/daughter/wife/widow of..... R/o Asian Hotels Ltd.
District Centre, Bhikaji Cama Place, R.K. Puram, New Delhi Hereinafter called the Purchaser
 "Lessee" (which expression shall unless excluded by or repugnant to the context be deemed to include
 his successors in office and assigns) of the Second part and Sh./Smt.
 son/daughter/wife/widow of Sh. R.K.
 R/o..... called the Purchaser
 in whose name the sale deed/agreement to sale has been executed (which expression shall, unless excluded
 by or repugnant to the context be deemed to include his successors in office and assigns) of the third part.



WHEREAS by a lease Deed dated 22nd day of July 1982 made between
 the above "Vendor" described therein as "Lessor" of the one part, and above "Lessee" described therein as
 "Lessee" of the other part and registered on 21-7-82 in the office of the Sub-registrar, Delhi/New
 Delhi bearing Serial number 4344 in Book No. 4710 Volume No. I
 at pages 1 to 52 (hereinafter referred to as the said Lease Deed) a piece and parcel of Commercial
 Mixed use land measuring 90,000 sq. Sq. Mtrs./Yards, situated at District Centre, Bhikaji Cama
Place, R.K. Puram, New Delhi bearing plot No. Hotel Block No. - was
 demised and assured unto the said "Lessee" by way of lease for a period 99 Years/ Perpetual
 lease subject to the limitations, terms/conditions mentioned herein.

AND WHEREAS the lessee Shri/Smt./ M/s. (through its Director/s duly authorized
 Signatory..... S/o / D/o / wife of.....
 R/o.....
 had executed power of attorney on..... appointing Shri.....

FOR ASIAN HOTELS (NORTH) LIMITED
 Authorized Signatory



27 FEB 2007

Reading
 signed

his/her attorney authorizing him/her to sell the said property on his/her own behalf or in conjunction with the possession of the said property in favour of the purchaser And Whereas the lessee has given the possession of the property to the purchaser and now said property is in the possession of the purchaser/transferee;

AND WHEREAS representing that the said lease is still valid and subsisting, the said lessee through his attorney/authorized signatory has applied to the Vendor to grant to the Lessee/Purchaser reversionary interest of the Vendor in the said demised property leased out to the lessee out to under the said lease deed and the Vendor has agreed to sell the reversionary interest in the said demised property to the Lessee/Purchaser subject to the terms/conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. 6,48,00,000/- (Rupees Six Crore forty eight Lakhs only) only) paid before the execution of these presents (the receipt whereof the Vendor hereby admits and acknowledges), and the aforesaid representation and subject to the limitation mentioned hereinafter, the Vendor doth hereby grant, convey, sell, release and transfer, and assure unto the aforesaid Lessee/purchaser, all the reversionary interest in the piece and parcel of land in respect of Commercial/permitted mix use Plot No. HOTEL PLOT Block No. 20/100-01 measuring 20,000 Sq./Mtrs./Yds. situated in Bhikaji Cama Place Scheme (hereinafter referred to as the said property), more fully described in the Schedule hereunder together with all reminders, rents, issues and profits thereof TO HAVE AND TO HOLD the same unto the Lessee/purchaser absolutely and forever, SUBJECT TO the exceptions, reservations, covenants and conditions hereinafter contained, that is to say :-

1. The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying or under the said property together with full liberty, at all times, for the Vendor, its agents and workmen, to enter upon all or any part of the property to search for, win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser, for damage done unto him thereby, subject to the payment of land revenue or other impositions payable or which may become lawfully payable in respect of said property and to all public rights or easements affecting the same.

2. That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zoning Development Plan/Lay-out Plan/Architectural Development Controls/sanctioned building plan shall not be deemed to have been condoned or permitted in any manner and Delhi Development Authority shall be entitled to take appropriate action for contraventions past, present or future, of Section-14 of the Delhi Development Act, 1956 or any other law in force for the time being. Likewise any future violation of the above mentioned provisions shall invite action as per law.

3. The Purchaser shall comply with the building, drainage and other by-laws of the appropriate Municipal or other authority in force for the time being.

4. If it is discovered at any stage that this deed has been obtained by suppression of any fact or by any mis-statement, or by fraud, then this deed shall become void at the option of the vendor, who shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

It is further declared that as a result of these present, the Purchaser from the date mentioned hereafter will become absolute owner in respect of the said property and the Vendor doth hereby release the Purchaser from all liability in respect of rent reserved by and the covenants and conditions contained in the said conveyance deed required to be observed by the purchaser of the said demised property except as stated hereinabove.

The stamp duty and registration charges, upon this instrument shall be borne by the purchaser. The deed shall be deemed to have come into force with effect from the date of registration of the deed.

SUSHIL GUPTA
MANAGING DIRECTOR

For ASIAN HOTELS (NORTH) LIMITED
[Signature]
Authorised Signatory

Notary Public
New Delhi (India)

27 FEB 2007

In witness whereof Sh./Smt. R. Pyoday, L.A. for and on behalf of and by the order and direction of the Vendor has hereunto set his hand and Sh. Sushil Gupta, Managing Director the purchaser have hereunto set his hand day and year first above written

The schedule above preferred is.

ALL SCHEDULE ABOVE PREFERRED TO

All that Industrial/Commercial/permitted mix land use plot of land being the plot No. Hotel Plot in Block No. in DDA Control, Abitap, Conna place Scheme in the layout plan of Scheme and measuring 20,000.00 Sq. mtr./Sq. Yds. of thereabout bounded as follows :

NORTH Ring Road
EAST Service Road
SOUTH Service Road
WEST Vivekanand marg.

Signed by Shri/Smt. R. Pyoday, L.A.

For and on behalf of and by the order and direction of the president of India (Lessor)

In the presence of:

1. Shri. S.K. Talwar, Asstt. Secy. P.W.D.

Levend Pyodan
Levend Pyodan, Director (C.L.),
D.D.A. Vikas Sadan,
INA, New Delhi

Signed by Shri/Smt. Sushil Gupta
R/o Managing Director, Asian Hotels Ltd.

For ASIAN HOTELS LIMITED

Sushil Gupta
(Purchaser) MANAGING DIRECTOR

In the presence of:

- (i) Shri/Smt. DINESH KUMAR JAIN
R/o 861 VEEH REALTMENTS
SECTOR-13, ROHINI, DELHI-110085
- (ii) Shri/Smt. PAUL J. JHANGYANI
R/o C-44 WEST PATEL NAGAR
NEW DELHI-110008

For ASIAN HOTELS (NORTH) LIMITED
Sushil Gupta
Authorised Signatory

Abh. Shaujan
(Signature)



ATTESTED PHOTO COPY
Sushil Gupta
For Delhi (India)

27 FEB 2007

RegNo. J.082

Date 21/02/2007

<u>Deed Related Detail</u>			
Deed Name CONVEYANCE WITH IN MC AREA			
<u>Land Detail</u>			
Tehsil/Sub Tehsil	Sub Registrar VII	Area of Building	0 वर्ग फुट
Village/City	R.K. Puram	Building Type	Class A
Place (Segment)	R.K. Puram		
Property Type	Commercial		
Area of Property	0.00	0.00	0.00
<u>Money Related Detail</u>			
Consideration Value	64,800,000.00 Rupees	Stamp Duty Paid by Party	5,184,000.00 Rupees
Stamp Duty To Be Paid	5,184,000.00 Rupees		
Value of Registration Fee	100.00 Rupees	Pasting Fee	1.00 Rupees

Presented by: Sh/Smt.

S/o, W/o

R/o

POI

in the office of the Registrar/ Sub Registrar, Delhi this 21/02/2007 day
Wednesday
between the hours of

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

Signature of Presenter
Executing admitted by the said Shri/Smt POI

and Shri/Smt./Km. M/S Asian Hotels Ltd Th Mr. Sushil Gupta

Who is/are identified by Shri/Smt./Km. Dinesh Kumar Jain S/o W/o D/o Late M.L. Jain R/o 861 Vaer Apptt Sec-13 Rohini Delhi

and Shri/Smt./Km dalip Jhangani S/o W/o D/o G.L. Jhangani R/o C44 West Patel Nagar ND

(Marginal Witness). Witness No. II is known to me.

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

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

For ASIAN HOTELS (NORTH) LIMITED
Authorized Signatory

Date 21/02/2007



Pty Jhangani

ATTESTED BY

27 FEB 2007

Reg. No. 3082 Reg. Year 2007-2008 Book No. 1



1st Party



2nd Party

द्वितीय पक्ष

Witness

गवाह

1st Party

2nd Party

1st Party प्रथम पक्ष :- POI

2nd Party द्वितीय पक्ष :- M/S Asian Hotels Ltd Th Mr. Sushil Gupta

Witness गवाह Dinesh Kumar Jain, dalip Jhangani

Certificate (Section 60)

Registration No. 3,082 in Book No. I Vol No 2,413
on page 25 to 27 on this date 21/02/2007 day Wednesday
and left thumb impressions have/has been taken in my presence

Date 21/02/2007

Sub Registrar
Sub Registrar VII
New Delhi/Delhi



For ASIAN HOTELS (NORTH) LIMITED

[Signature]
Authorised Signatory



[Signature]
27 FEB 2007