

5/12/23  
 F 65 (CI) 90/CL  
 1111-21174892  
**FOR COMMERCIAL PLOTS**  
**CONVEYANCE DEED**  
 Common form for all types of transactions applicable in case of original lessee/GPAA/Authorized Signatory



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, Chikaji Lanna Place, R.K. Puram, New Delhi.

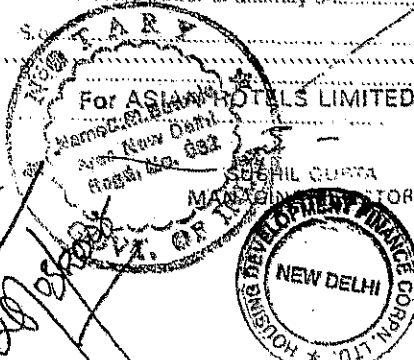
Through his/her Attorney/Authorized Signatory/Director/s duly authorized by Board of Directors vide Resolution dated 12/11/2  
 Shri/Smt. Sushil Gupta, Managing Director of Asian Hotels Ltd.  
 son/daughter/wife/widow of District Centre, Chikaji Lanna Place, R.K. Puram, New Delhi. R/o Asian Hotels Ltd.

"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. R.K. son/daughter/wife/widow of Sh. R.K. Hereinafter 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 22/11/2006 day of July 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. ft. Sq. Mtrs./Yards, situated at District Centre, Chikaji Lanna 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) **FOR ASIAN HOTELS (NORTH) LIMITED** Signatory S/o / D/o / wife of R/o Asian Hotels Ltd. had executed power of attorney on 20/02/2007 appointing Shri. Sushil Gupta

*[Signature]*  
 Authorised Signatory



*[Signature]*  
 27 FEB 2007

*[Handwritten signature]*

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. Hoted Plot Block No. 20/200-CP 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 in 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 presents, 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. Pyodlay, 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 District Centre, Rishi, 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. Pyodlay, 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.

Leavend Pyodlay  
Leavend Pyodlay, 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 JHANGYANI  
R/o C-44 WEST PATEL NAGAR  
NEW DELHI-110008

For ASIAN HOTELS (NORTH) LIMITED  
Sushil Gupta  
Authorised Signatory

Paul Jhangyani  
(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

ATTACHED 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