

CONVEYANCE DEED

Date:

Place

TYPE OF PROPERTY UNIT NO.

TOTAL SUPER AREA OF UNITS TOTAL SALE CONSIDERATION STAMP DUTY

DETAILS OF STAMP DUTY

ISSUED BY

REGISTRATION FEE

For GODAVARI SHILPKALA LTD.

Director

: COMMERCIAL

: 10A, 10th Floor, Pinnacle Business Tower

: 15,942 SQ. FT. SUPER AREA GODAVARI

: Rs. 159,420,000/-

: Rs. 11,160,000 /-

: SL No. 177229 Dated 16-07-2012

: State Bank of India, Main Branch Faridabad.

: 15,000/-

-Cont. to p/2-

of Authorised Officer)

For KOHINOOP

Authorised Signatory

प्रलेख नः 6765

दिनाँक 17/07/2012

डीड सबंधी विवरण

डीड का नाम

CONVEYANCE WITH IN MC AREA

तहसील/सब-तहसील फरीदाबाद

गांव/शहर

लकडपुर

धन सबंधी विवरण

राशि जिस पर स्वम्प डयूटी लगाई 159,420,000.00 रुपये

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

स्टाम्प डयूटी की राशि 11.160.000.00

रुपये

पेस्टिंग शुल्क 3,00 रुपये

Drafted By: Self

यह प्रलेख आज दिनॉक 17/07/2012 दिन मंगलवार समय 11:36:00AM बजे श्री/श्रीमती/कुमारी Godavari कुर्पापुत्री/पिती प्रिप्ति किमारी किम

FOR GODAVARI SHILPKALA LTD.

हस्ताक्षरः प्रस्तुतकर्ताः

Director

SUB उप सिर्वेजा स्विभिन अधिकारी FAफरीदाबाद AD

ओ Godavari Shilpkala Pvt. Ltd. th. Rameshwar Duc

उपरोक्त विक्रंता व श्री/श्रीमती/कुमारी Kohinoor Foods Ltd. th. Rama Kant क्रंत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी M.k. gaur, Adv. पुत्र/पुत्री/पत्नी श्री निवासी Flxd व श्री/श्रीमती/कुमारी M.c. Saxena, Adv. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Flxd ने की।

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

For GODAVARI SHILDY ALA LTD. दिनॉक 17/07/2012

Director

SUB RE प्रिक्तिम् जीयन अधिकारी FARI (RABAL)

Advocate aridabad

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THIS CONVEYANCE DEED IS EXECUTED AT FARIDABAD ON THIS 17" DAY OF JULY, 2012 ("Deed")

 \mathbf{BY}

M/s. GODAVARI SHILPKALA PRIVATE LIMITED, (NOW KNOWN AS "GODAVARI SHILPKALA LIMITED") a Company incorporated under the provisions of Companies Act, 1956, having its registered office at 12 Aurangzeb Road, New Delhi-110011, through its Authorised Representative Mr. Rameshwar Dutt S/o Mr. Din Dayal, Director, duly authorized vide Board Resolution dated 13th Day of July, 2012 (hereinafter called the "Vendor") being the party of the first part;

IN FAVOUR OF

KOHINOOR FOODS LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at 201, Vipps Centre, 2-Commercial Complex, Masjid Moth, Greater Kailash-II, New Delhi- 110048 through its Authorised Representative Mr. Rama Kant S/o Mr. Nand Kishore Prasad, Company Secretary & GM-Legal, duly authorized vide Board Resolution dated 15th day of May, 2012 (hereinafter called the "Vendee"), being the party of the other Part.

(The terms "Vendor" and "Vendee", unless repugnant to the context shall mean and include their respective members, officers, representatives, successors, executors, administrators, liquidators, official receivers, trustees and assignees).

(The terms "Vendor" and "Vendee" shall hereinafter collectively be referred to as "Parties").

RECITALS:

WHEREAS Vendor had entered into an agreement dated 19.02.1992 with Government of Haryana for fulfilling the conditions for the grant of permission for change of land use for parcel of land measuring 5.5 acres (44 Kanals) bearing Khasra No. 26//1, 2, 3, 8, 9, 10/1, situated in village Lakkarpur, District Faridabad ("Land Parcel 1") to develop recreational/cultural and Hotel complex on Land Parcel 1.

AND WHEREAS vide memo No. FCA/STP/92/378 dated 12.03.1992 ("CLU"), the Chief Administrator cum Director, Town & Country Planning, Faridabad Complex Administration gave requisite sanction/permission to the Vendor for change of land use in respect of Land Parcel 1 for the purpose of developing a recreational/ cultural and Hotel complex on Land Parcel 1, subject to fulfillment of the conditions of Agreement dated 19.02.1992 for change of land use.

AND WHEREAS the zoning plans were approved by the Chief Administrator, Faridabad Complex Administration on 20.05.1992 and building plans in terms thereof were sanctioned vide Memo No. FCA/STP/92/1321 Dated 11.08.1992.

FOR GODAVARI SHILPKALA, LTD.

Director

Cont. to p/3-

FOR KOHINOOR FOODS LIMITED

Authorised Signatory

AND WHEREAS Commissioner, Municipal Corporation, Faridabad vide memo No. STP/95/478/ dated 15.05.1995, offered to allot land measuring 3.93 acres, adjacent to the Land Parcel 1, on Free Hold basis to the Vendor.

AND WHEREAS after receiving the entire sale consideration from the Vendor, the Municipal Corporation, Faridabad, sold to the Vendor the land measuring 3.93 Acres (i.e. 31 Kanals and 09 Marlas) bearing Mustakil No. 19, kila Nos. 21(8-0), 22(8-0); and Mustatil No.26 Kila Nos. 4/1/2(5-0), 7 min(4-08), 10/2 (3-17), 12 (1-11) and 13 (0-13) in revenue estate of village Lakkarpur, district Faridabad, Haryana on Free Hold basis and executed a registered Conveyance Deed dated 28.08.1995 at Document No. 5364, registered in the office of Sub Registrar, Faridabad, in favour of Vendor (hereinafter called "Land Parcel 2") and put the Vendor in actual physical possession of the Land Parcel 2. Land Parcel 1 and Land Parcel 2 shall hereinafter be collectively referred to as 'the said Land'.

The Municipal Corporation, Faridabad, vide Drawing No.MCF/CTP/2006/1252 dated 18.10.2006, issued Revised Zoning Plans in favour of the Vendor, for development of a recreational, cultural and hotel complex at village Lakkarpur, district Faridabad, Haryana, a copy of which is duly certified by the Vendor and is annexed with this Deed as Schedule I. As per these Revised Zoning Plans, the types of buildings permitted in the Building Zone of the recreational, cultural and hotel complex shall, inter-alia, include hotel cultural theatre, recreational halls, banquet halls, conference halls, networking, services, offices, restaurants and bars.

AND WHEREAS the Municipal Corporation, Faridabad, had granted its sanction, valid up to 05.11.2009, for the Site Plan of the proposed additional alteration plan for hotel cum recreational complex at village Lakkarpur, district Faridabad, Haryana, a copy of which is duly certified by the Vendor and is annexed with this Deed as Schedule II.

AND WHEREAS the Vendor has represented to the Vendee that pursuant to the CLU, the Revised Zoning Plans and the Site Plan, the Vendor has constructed a commercial business tower as an integral part of the commercial hotel complex on the said Land, bearing Block No.-6 known by the name and style of 'The Pinnacle Business Tower' ("Pinnacle") on the said Land situated in the revenue estate of village Lakkarpur, district Faridabad, Haryana. Copies of the Revised Zoning Plans and Site Plan of the recreational, cultural and hotel complex developed on the said Land (as mentioned hereinabove), sanctioned by the Competent Authority, with the commercial office business tower named 'Pinnacle' clearly demarcated and as duly certified by the Vendor, are annexed herewith this Deed.

AND WHEREAS the Vendor has represented to the Vendee that Municipal Corporation, Faridabad, granted a 'Completion Certificate and Permission to Occupy' dated 07.04.2011, in favour of the Vendor for Pinnacle, a copy of which is duly certified by the Vendor and is annexed with this Deed as **Schedule III**.

-Cont. to p/4-

For GODAVARI SHILPKALA LTD

Director

For KOHINOOR FOODS LIMITED

Authorised Signatory

AND WHEREAS the Vendor has represented to the Vendee that it has developed Pinnacle on "the said land" so possessed and owned by it as per and in compliance with the permitted land / building use, the Revised Zoning Plans dated 18.10.2006 and the Site Plan dated 05.11.2009.

AND WHEREAS the Vendor has represented to the Vendee that it is the absolute owner and has a clear marketable title in respect of the said land and the construction of Pinnacle thereon and is in possession of "the said land" and the construction of Pinnacle thereon, and that the same are not the subject matter of any litigation and are absolutely free from any legal encumbrance whatsoever.

AND WHEREAS the Vendee, relying on the Vendor's representations and assurances with respect to permissible land / building use, approached the Vendor, expressing its interest in purchasing commercial space in Pinnacle.

AND WHEREAS the Vendor for its bona fide need and requirements has agreed to sell, convey, transfer and assign to the Vendee, all rights, title and interest in the Commercial Space comprised in Premises No.10A admeasuring 15942 sq ft. feet super area more specifically detailed and described in Schedule IV annexed to this Deed ("Layout Plan") unto the Vendee, without any right or title in the land underneath (hereinafter referred to as "Business Premises") situated on 10th Floor in "The Pinnacle Business Tower" (Pinnacle). The aforesaid Business Premises was allotted by the vendor to the vendee vide Buyer's Agreement dated 14.02.2008 and Vendee has agreed to purchase the above said Business Premises along with right to use common areas and services installed / set up / available in the Pinnacle complex (provided the Vendee adheres to the covenants and stipulations of the maintenance service agreement) for a total sale consideration of Rs. 15,94,20,000/-(Rupees Fifteen Crore Ninety Four Lacs Twenty Thousand Only) ("Total Sale Consideration").

AND WHEREAS the Vendee, on the basis of the aforesaid representations of the Vendor, has agreed to purchase absolutely the Business Premises and the Vendor has agreed to sell and convey absolutely the Business Premises and the Parties are now desirous of consummating the transaction contemplated hereunder by duly executing this Conveyance Deed.

NOW THEREFORE, THIS CONVEYANCE DEED WITNESSETH AS UNDER:

1. THAT in consideration of the sum of Rs. 15,94,20,000/- (Rupees Fifteen Crore Ninety Four Lacs Twenty Thousand Only) ("Total Sale Consideration") which has been received by the Vendor from the Vendee, in the following manner: -

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FOR GODAVARI SHILPKALA LTD.

Director

FOR KOHINOOR

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Sr. No	Particulars	Amount (Rs.)
1	Advance vide cheque Nos. 155677, 155678, 824433, 847913, 984358 and 061955 Dated 14/02/2008, 14/02/2008, 27/02/2008, 31/07/2008, 06/10/2008 and 09/02/2012, respectively, drawn on IOB, Axis Bank and Bank of India.	
2	RTGS Through OBC bank	8,00,00,000/-
	Total	15,94,20,000/-

(the receipt of which the Vendor hereby admits and acknowledges) in full and final settlement and satisfaction of the entire consideration price of the Business Premises agreed between the parties, the Vendor doth hereby grant, convey, sell, transfer and assign all its rights, titles and interests in the Business Premises, with all the entitlements and rights of ownership, possession, enjoyment, easement, benefits, privileges and appurtenances, with all fittings, fixtures, connections, free from all encumbrances, unto the Vendee, to have and to hold the Business Premises hereby sold to the Vendee absolutely and forever.

The Vendor hereby covenants that in the event of collapse / destruction of the building "Pinnacle Tower", wherein the Business Premises is located, the Vendee along with the other owners of business premises in Pinnacle Tower, shall be jointly entitled to construct/re-construct/redevelop a new building as per the sanctioned plans by proportionate cost contribution by all the respective co owners of "Pinnacle Tower" and own an commercial space having area in the same proportion as the area of Business Premises to the area of Pinnacle Tower, and similarly situated in such new building so constructed.

2. THAT the prorated amounts towards External Development Charges and other charges payable by the Vendee in respect of the Business Prentises have been taken into account in the consideration paid by the Vendee to the Vendor. The Vendor represents that the EDC, infrastructure development works, charges, taxes, levies, cesses in respect of Pinnacle payable by the Vendor, up to the date of execution of this Deed, have been duly paid by the Vendor to the competent authorities and there are no outstanding dues or demands from the competent authorities in this respect. The prorated EDC and infrastructure development works charges in respect of Pinnacle, if any are levied by the competent authorities after the date of execution of this Deed, shall be duly paid by the Vendee.

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FOR GODAVARI SHILPKALA LID

Director

For KOHINOOR FO

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- 3. THAT the actual, physical, vacant and peaceful possession of the Business Premises and every part thereof has been delivered by the Vendor to the Vendee simultaneous to the execution of this Agreement and the Vendor assures that the Vendor has been left with no rights, title, interest in the Business Premises.
- 4. THAT the Vendee shall be entitled to absolute and exclusive ownership, rights, enjoyment and usage of the Business Premises to the complete exclusion of the Vendor and other occupants of Pinnacle and Vendee shall be at liberty to deal with the same in the manner it deems fit without any claim, objection, interference, hindrance by the Vendor or any person claiming through / on behalf of the Vendor.
- THAT the terms of the Buyer's Agreement dated 14/02/2008 and Addendum thereof form part of this Deed, which is appended herewith.
- 6. (i) THAT the Vendor hereby declares and assures the Vendee that the Business Premises, hereby sold, conveyed and assigned is free from all kinds of encumbrances, such as prior sales, gift, will, trust, exchange, lease, legal flaws, claims, prior Agreements to Sell, surety, security, court injunction, litigation, stay order, notification, notices, family or religious dispute, acquisition, attachment in the decree of any court, injunction, income tax or wealth tax attachment whatsoever and that the Business Premises is neither a HUF property nor purchased with HUF funds or any other person's funds and if it is proved or this fact is found otherwise, as a result of which a part or whole of the Business Premises goes out from the hands of the Vendee, or the Vendee suffers/ incurs any loss, damages, expenses on account of the aforesaid, then the Vendor shall be liable to make good all such losses, damages and expenses suffered/ incurred by the Vendee and shall hold the Vendee fully harmless against the same.
 - (ii) The Vendor represents that there are no facts, matters or circumstances which have not been disclosed in writing to the Vendee, disclosure of which might affect the Vendee's willingness to enter into this Deed.
 - (iii) The Vendor further represents that the Pinnacle complex has been constructed in accordance with the Revised Zoning Plans, licenses, sanctions, permissions and approvals granted by the competent authorities.
 - (iv) The Vendor further represents to the Vendee that the Business Premises are permitted to be used for office purposes.

FOR GODAVARI SHILPKALA LID

Director

-Cont. to p/7-

For KOHINOOR FOODS LIMITED

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- 7. THAT the Vendor represents to the Vendee that the Business Premises are permitted to be used for office purposes. The Vendor undertakes and agrees to indemnify and keep the Vendee fully indemnified against all actions, claims, demands, costs, expenses, etc. that may be suffered by the Vendee on account of any misrepresentation with respect to the title, permissible usage and representations and warranties of Vendor regarding the Pinnacle complex and Business Premises, breach of the covenants on the part of the Vendor or its representatives, assigns etc.
- 8. THAT the Vendor agrees and undertakes to sign and execute any documents that may be required in future with respect to recording of the transfer of ownership or title of the Business Premises or with respect to Mutation in favour of the Vendee in the records of or any other concerned Government or other authorities/ departments.
- 9. THAT all the expenses of this Conveyance Deed viz. Stamp Duty, registration charges etc. have been borne and paid by the Vendee. The Vendee shall have the right to collect and retain the original Conveyance Deed from the office of the Sub-Registrar.
- 10. THAT the entire liability pertaining to the Pinnacle complex, including the Business Premises, in the nature of Property Tax, other taxes, water and electricity charges and any other dues and demands of concerned authority, etc. have been fully and / or shall be paid by the Vendor of the First Part till the execution of Buyer's Agreement dated 14.02.2008 and thereafter the pro rata share towards the aforesaid taxes / charges shall be borne and paid by the Vendee.
- 11. THAT the Vendee shall enter into a maintenance agreement with the Vendor or any other maintenance agency nominated by the Vendor with regard to maintenance of the Business Premises and the common areas of Pinnacle complex and shall pay the Common area maintenance & service charges, as determined from time to time.
- 12. THAT the common walls, common ceiling and common floor shall be jointly owned and used equally for support by the respective owners of office space on the same floor. The area of the Business Premises includes one half of the area to be covered by such a common wall. That the Vendee shall have the right to use the common areas and facilities provided the Vendee adheres to the covenants and stipulations of the maintenance service agreement and the resident guide book.
- 13. THAT the Vendee has read and fully understood the terms and conditions of Agreement dated 19.02.1992 executed by the Vendor in favour of the Government of Haryana and also received its copy and Vendee shall be bound to adhere to the terms and conditions of the said Agreement in relation to the Business Premises which relate to the conditions for change of land use.

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FOR GODAVARI SHILPKALA LTD.

Director

For KOHINOOR FOODS LIMITED

brised Signatory

- 14. THAT the Vendee shall not commit any breach of the terms and conditions of the agreement dated 19.02.1992 entered into by the Vendor with the Government of Haryana and the Vendee shall keep the Vendor indemnified for any such breach on the part of the Vendee. In the event of any part of the land or the building thereon being lost to the Vendor on account of any breach of the covenants on the part of the Vendee or its representatives, assigns etc, the Vendee shall recoup the Vendor of such loss together with all litigation expenses and damages etc that may be incurred by the Vendor to protect his ownership of the land and the building thereon.
- 15. THAT the Vendee shall use the Business Premises only for the office purposes, which the Vendor has represented as being permitted by the Chief Administrator-cum-Director, Town & Country Planning, Haryana.
- 16. THAT the Vendee shall, subject to interior fit-out guidelines, in its discretion be entitled to carry out interior works, fit-outs, and alterations, repairs, additions in the Business Premises, subject however that it shall not carry out any fitouts/modifications in the Business Premises as shall contravene the Building Byelaws, shall demolish the unauthorized fit-outs/modifications, if any, made in the Business Premises that are in violation of applicable building Bye-laws or shall get them compounded.
- 17. THAT the Vendee shall be entitled to fix a nameplate at the entrance and lift lobby of the floor in which the Business Premises is located free of cost and in conformity with the resident guide book and building guidelines framed by the Veudor/ its maintenance agency from time to time.
- 18. THAT the Vendor has alloted reserved parking spaces for Business Premises owned by Vendee, in basement of the "Pinnacle Tower" ("Reserved Car Parking") and the Vendee has paid the entire consideration towards allotment of the Reserved Car Parking in its favour and the Vendee shall be entitled to exclusive use of such Reserved Car Parking area for parking of vehicles.
- 19. THAT the Vendee shall be entitled to transfer, assign, lease or part with the possession of the Business Premises and Reserved Car Parking, subject to Vendee clearing all outstanding maintenance dues, if any, and receiving a No-dues certificate from the Vendor/ maintenance agency in this regard. However the Vendee shall ensure that the proposed assignee executes maintenance agreement and other related documents as well as pay maintenance and administrative charges prescribed by the Vendor.

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For GODAVARI SHILPKALA LTD.

Director

For KOHINOOR FOODS LIMITED Authorised Signatory

- THAT if any provision of this deed of Conveyance shall be determined to be void or 20. unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this deed of Conveyance and to the extent necessary to conform to applicable laws and the remaining provisions of this deed of Conveyance shall remain valid and enforceable in accordance with their terms. This deed is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Faridabad in particular.
- THAT if due to any new legislation or the direction or notification etc. or if any 21. new terms and conditions are ever imposed by any authority or person which necessitates any change/ addition/ deletion of any term or condition contained in this indenture, the same shall be done as mutually agreed by the Parties.
- THAT this transaction has taken place at Faridabad and as such courts of Faridabad 22. and Harvana shall have exclusive Jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed.

IN WITNESSES WHEREOF the Parties hereto have signed this Conveyance Deed on the day, month and year above written, in the presence of the following witnesses.

For Godavari Shilpkala Private Limited

For Kohinoor Foods Limited

FOR GODAVARI SHILPKALA, LTD.

Director

Mr. Rameshwar Dutt

Advocate

(Director/Auth. Representative)

Representative)

(VENDOR)

For KOHINOOR FOODS LIMITED

Mr. Rama Kant

(Company Secretary &

GM-Legal /Auth.

(VENDEE)

Distt. Courts, Sec.-12. Farid On Vakalatnama/I Ca

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Det Court Sec 12.

Reg. No.

Reg. Year

Book No.

6765

2012-2013

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Godavari Shilpkala Pvt. Ltd. th. Rameshwar Dutt____

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Kohinoor Foods Ltd. th. Rama Kant_

্ৰান্তার 2:- M..c Saxena, Adv.

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गवाह 1:- M.k. gaur, Adv._

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 6,765 आज दिनोंक 17/07/2012 को बही नः 1 जिल्द नः 1 के पृष्ठ नः 171 पर पेंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सुद्धुप्रभ्रधितिक स्वश्नि पृष्ठ सख्या 22 से 24 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 17/07/2012

उप/सर्युक्त पुँजीयन अधिकारी SUB REGISTRAR

FARIDABAD

M. K. GAUR

the contract

SCHEDULE I

Revised Zoning Plan (with demarcation of Pinnacle Business Tower)

SCHEDULE II

Site Plan (with demarcation of Pinnacle Business Tower)

SCHEDULE III

Completion Certificate and Permission to Occupy

SCHEDULE IV

Layout Plan and Description of Business Premises

FOI GODAVARI SHILPKALA LTD.

Director

FOR KOHINOOR ROODS LIMITED

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CARPET AREA KOHINOOR FOODS = 11635.SQ.FT. SUPER AREA KOHINOOR FOODS = 15942.SQ.FT.