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No 111 - 26/2/2006

1808

Certified under section 42 of the Indian Stamp Act, 1899 that stamp duty of Rs. 4,71,00,000/- has been levied on this document and paid by Shri. D. N. Datta for Mr. D. N. Datta Abhinav Arora vide certified dated 26/2/2006

Stamp Duty
Stamp No. 111 Dt. 24-5-2006
T.O. Sonapat.

SALE DEED FOR A SUM OF Rs. 4,71,00,000/-

Stamp Duty @ 6%

Stamp No. 111 Dt. 24-5-2006

T.O. Sonapat.

Stamps Rs. 33,17,000/-

Out side M.C. Limits

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Cost of Land measuring 71 Kanal 13 Marla Rs. 4,47,82,000/-

Cost of Construction i.e. 5000+45000 Sq.ft. Rs. 15,00,000/- 90,00,000/-

THIS SALE DEED is made and executed at Sonapat (Haryana) on this 26th day of May, 2006

BY

M/s Pepsi Foods Private Limited, a company incorporated under the Companies Act, 1956, and having its office at 3-B, DLF Corporate Park, 'S' Block, Qutab Enclave, Phase III, Gurgaon - 122 002, Haryana and its Delhi office at 13th Floor, 13, Mohan Dev Building, Tolstoy Marg, New Delhi - 110 001 Previously known as Pepsi Foods Limited represented through Mr. Akshay Nanda (hereinafter referred to as the "VENDOR", which expression shall unless repugnant to the context herein would mean and include the Vendor and his legal heirs, successors, legal representatives, administrators, executors and assigns) as the Party of the First Part;

AND

M/s Daawat Foods Pvt. Limited, a company incorporated under the Companies Act, 1956, and having its office at A-21, Green Park, New Delhi represented through Mr. Abhinav Arora, Director (hereinafter referred to as the "VENDEE", which expression shall unless repugnant to the context herein would mean and include the Vendee and his legal heirs, successors, legal representatives, administrators, executors, nominees and assigns) as the Party of the Second Part.

WHEREAS M/s Brisk International Private Limited having its Office at 1202, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi - 110 001

purchased and acquired the property, viz. freehold land measuring 71 Kanal 13 Marlas detail below:

Khewat no.	Khata no.	Rectangle no.	Kila no.	Area k.m.
462	282	82	1/2	0-15
462	282	82	2	7-16
462	282	82	3	8-00
462	615	82	4	6-10
462	615,616	82	7	3-14
462	615,616	82	8	8-00
462	614	82	9	8-00
462	617	82	10/1	4-06
462	617	82	11	7-10
462	615,616	82	12	8-00
462	615,616	82	13	7-18
462	615,616	82	14	1-04
462				71-13

Situated in Village P.O. Kamaspur, G.T. Road, Sonapat, Haryana (more fully described in the Schedule hereunder) (hereinafter referred to as "the Land") through seven, duly registered Sale Deeds registered with the Sub Registrar, Sonapat (Haryana) in their favour on the terms and conditions contained therein;

AND WHEREAS M/s Brisk International Private Limited had put to use the said Land by putting up the Building and other structures and fully put to use from time to time the same for the purpose of business of producing, making merchantable, selling, buying and dealing in rice; **AND WHEREAS** M/s Brisk International Private Limited for its bonafide needs sold the said freehold land measuring 71 Kanal 13 Marlas mentioned above in Village P.O. Kamaspur, G.T. Road, Sonapat, Haryana alongwith built up building, machinery and equipments and all other assets on the said land to the Vendor herein for a sum of Rs.1,30,00,000/- (Rupees One Crore thirty lacs only) vide Sale Deed dated 30th May, 1994 registered as Document No. 1110 in Additional Book No.I, Volume No. 1120 on pages 1 to 325 on 30th May, 1994 in the office of the Sub-Registrar, Sonapat and the VENDOR purchased the said freehold land admeasuring 71 Kanal 13 Marla mentioned above situated in Village P.O. Kamaspur, G.T. Road, Sonapat, Haryana alongwith built up building, machinery and equipments and all other assets on the said land, out of its own funds and resources;

AND WHEREAS the vendor M/s Pepsi Foods Pvt. Ltd was previously known by the name M/s Pepsi Foods Ltd. incorporated under the

companies act 1956 vide certificate of incorporation No.53-09114 on 24-2-1989 issued by registrar of companies Punjab, HP & Chandigarh. Later on Pepsi Foods Ltd. Reconverted to M/s Pepsi Foods Pvt. Ltd under section 43A(2A) of companies Act, 1956 vide order dt. 16-8-2001 issued by Registrar of Companies Punjab, HP & Chandigarh.

AND WHEREAS the Vendor is the absolute owner and in possession of the property, viz. freehold land having thereon built up building consisting of rice and paddy sheds, complete office building, godowns, generator and boiler room, tube well weighbridge varanda, main office etc. along with machinery & equipments, fittings fixtures and other miscellaneous things on the above said premises. The said land and building with Plant & machinery are collectively referred as the "Said Property."

AND WHEREAS the VENDOR represents that it has got full power, good title, good right and absolute authority to sell and transfer the said property and there is no impediment in transferring the same and no one else than the VENDOR has got any right, title, claim and interest in the said property;

AND WHEREAS the VENDOR due to its bonafide needs and requirements have agreed to sell and transfer the said property, alongwith all benefits, facilities, privileges, easements, appurtenances or advantages whatsoever belonging to or in any way appertaining to the said property to the VENDEE for a total sale consideration of Rs.4,71,00,000/- (Rupees Four Crores seventy one lacs only);

AND WHEREAS the VENDEE has agreed to purchase, acquire and possess the said property on the basis of the assurances, representations, and covenants, undertakings by the VENDOR mentioned hereinafter:

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

1. That the subject matter of this Sale Deed is freehold land admeasuring 71 Kanal 13 Marlas mentioned above and fully described in the Schedule hereunder) having thereon built up building, machinery and equipments and all other assets on the said land (more particularly described in Schedule hereunder) alongwith all benefits, facilities, privileges, easements, appurtenances or advantages whatsoever belonging to or in any way appertaining to the said property.

2. That in pursuance of this Sale Deed and in consideration of a sum Rs.4,71,00,000/- (Rupees Four Crores seventy one lacs only), which the VENDEE has paid to the VENDOR in full and final settlement as follows:

- a) Cheque bearing No.720358 dt.9-3-2006 of Rs. 1,00,00,000/-
 - b) Cheque bearing No.720361 dt.29-3-2006 of Rs.1,36,00,000/-
 - c) Cheque bearing No.720362 dt.12-4-2006 of Rs.2,35,00,000/-
- all cheques are of I.C.I.C.I. Green Park, New Delhi.

The receipt whereof the VENDOR admits and acknowledges, the VENDOR doth hereby sell, transfer, convey and assign, absolutely and forever, the said property to the VENDEE. Nothing is left due to be paid by the VENDEE to the VENDOR against the said property.

3. That now the VENDOR doth hereby sell, convey, grant, apart, transfer and assign all its rights, title, interest, benefits, claims etc. in the said property including easements, appurtenances and privileges whatsoever pertaining to the said property, TO HOLD THE SAME unto the VENDEE, ABSOLUTELY & FOREVER.

4. That the VENDOR has handed over the actual, physical, vacant and peaceful possession of the said property to the VENDEE.

5. That the VENDOR has also handed over to the VENDEE, the Original title deeds and all other documents pertaining to the said property at the time of execution of this Sale Deed and the VENDEE has satisfied itself about the same.

6. That the VENDOR admits that it has been left with no right, title, interest, claim or lien of any nature whatsoever in the said property & other assets on the said land (more particularly described in Schedule hereunder) along with all benefits, facilities, privileges, easements, appurtenances or advantages whatsoever belonging to or in any way appertaining to the said property and the VENDEE has become the sole and absolute owner thereof, for all intents and purposes, who now shall be fully competent to use and enjoy the same as well as to transfer or alienate the same, or any part thereof, by way of sale, mortgage, gift, lease, collaboration or otherwise in the manner VENDEE likes, without any objection from the VENDOR or any body claiming under or in trust of the VENDOR.



7. That the VENDOR has given the following assurances, covenants, representations and undertakings to the VENDEE:

- a) That except the VENDOR none else has any right, title, interest or claim whatsoever in the said property.
- b) That the VENDOR is competent and legally authorised to sell the said property.
- c) That the VENDOR has full, unfettered and unrestricted rights to sell the said property to the VENDEE by way of this Sale Deed, and excepting the VENDOR nobody else has any right, title, claim or interest of any nature whatsoever in the said property.
- d) That the said property has clear marketable title and is free from all sorts of encumbrances, including but not restricted to prior sale, pledge, mortgage, charge, exchange, gift, will, settlement, release deed, disclaimer deed, litigation, lien, claim, disputes, lease, guarantee, surety, security, notice, court injunction, stay order, acquisition, family & religious disputes, agreement, attachments, arrangement, acquisition etc. or any other registered or unregistered encumbrances etc. and is not the subject matter of any HUF, Trust, minor members etc.
- e) That no order of attachment from Income Tax or Wealth Tax department or any other department/authorities have been received in respect of the said property.
- f) That there is no other subsisting agreement, arrangement, MOU, settlement, deed(s), power of attorney and sale document etc. in respect of the said property with any person, authority, organization etc.
- g) That the VENDOR is neither done nor been party to any act whereby his right and title in the said property may in any way be impaired or whereby the VENDOR may be prevented from transferring the said property.
- h) That the construction of the said property has been made after obtaining the Sanctioned Plan from the concerned authority and due compliance of the laws and provision of various local authorities.

Assured

8. That in the event of the covenants, representations, undertakings, assurances etc. made herein by the VENDOR turning out to be incorrect or found contrary or the title of the VENDOR in the demised premises is found defective or if anyone else claims adverse right or interest in the said property, then, the VENDOR shall be liable and responsible for all liabilities, risks, dues, losses, costs, expenses, claims, arrears etc. on whatsoever account or of whatsoever nature including civil and/or criminal matters. In case the VENDEE suffers any types of losses, damages, costs etc. on these accounts, in that event the VENDOR shall be liable and responsible to make good and pay such losses, damages, costs, expenses, loss of profits etc. thus suffered/sustained by the VENDEE and keep the VENDEE freely, clearly and absolutely acquitted and exonerated and forever saved, defended, harmless and indemnified against the same and also compensate the VENDEE for the same.
9. That after registration of this Sale Deed it shall be lawful for the VENDEE to enter upon the said property and hold and enjoy the same in any manner whatsoever VENDEE likes, without any interruption, disturbance, claim or demand from the VENDOR.
10. That the VENDOR shall at all times, upon the request of the VENDEE and at the cost of the VENDEE, execute and perform all lawful acts, deeds, things and sign all documents for further better or more effective transfer of the said property in favour of the VENDEE.
11. That all the taxes, charges, cesses, liabilities, rates, land revenue, electricity & water charges or any other liabilities, arrears, dues and demands of the concerned authorities/departments/parties in respect of the said property up to the date of present Sale Deed, shall be borne and paid by the VENDOR and thereafter the same shall be borne and paid by the VENDEE.
12. That the VENDOR has assured and undertaken that there is no other subsisting agreement, arrangement, MOU or Settlement with respect to the said property.
13. That the VENDEE can get the demised premises transferred and mutated in its own name in Revenue Records or any other concerned authority, on the basis of this Sale Deed or its certified

true copies and the VENDOR shall be deemed to have given his No Objection' in this regard and the VENDEE.

14. That all the expenses of this Sale Deed i.e. Stamp Duty, registration charges etc. have been borne and paid by the VENDEE.

15. That the transaction has taken place in New Delhi and as such Delhi/New Delhi courts shall have exclusive jurisdiction to entertain any dispute between the parties to this Sale Deed.

IN WITNESS WHEREOF the parties have executed this Sale Deed on the day, month and year first hereinabove mentioned, Scribed by *Parvinder Kumar*
Deed writer, Sonapat, Register No. *560 f-502*

Aravind

WITNESSES:
AKSHAY NANDA (Authorities Signatory)
PEPSI FOODS PRIVATE LIMITED
VENDOR

1. Raj Singh Numberdar
son of Sh. Ram Kishan,
r/o Kishora

21/5/1982

Abhinav Arora

ABHINAV ARORA (DIRECTOR)
DAAWAT FOODS PVT. LIMITED
VENDEE

2. Krishan Pal son of
Late Sh. Swaran Dass,
Resident of H.No.212

Jeeewan Nagar Sonapat.

Kushanpal

Notes: That the vendor firm has delivered the vacant physical possession of the said land except Recd. 4 Killa No. $\frac{82}{112}$, $\frac{82}{3}$, $\frac{82}{3}$. That the said Killa Nos. are in under lease and the said land 0-15 Hk 8-0 will transport when the lease will come to close.

Vendee

Aravind

Vendee: Aravind

Abhinav Arora

Parvinder Kumar

PARVINDER KUMAR

Deed Writers

Tehsil Sonapat(Hr.)

जिला इन्फान्ट्री मुख्यालय			जिला इन्फान्ट्री मुख्यालय			जिला इन्फान्ट्री मुख्यालय			जिला इन्फान्ट्री मुख्यालय			जिला इन्फान्ट्री मुख्यालय			जिला इन्फान्ट्री मुख्यालय		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
इन्द्राज जमीन जो अब कायम किया जाएगा																	
नम्बर शुमार	नं० छाता उमावन्ती मालक	नाम तर्फ या खाह	नाम मालक मय अहवाल	नाम काशतक मय अहवाल	नाम खेत व रकबा इ किस्म जमीन	मामला या लगान	नम्बर छाता उमावन्ती मालक	नाम मालक मय अहवाल	नाम काशतक मय अहवाल	नाम खेत व रकबा इ किस्म जमीन	मामला या लगान	नम्बर छाता उमावन्ती मालक	नाम मालक मय अहवाल	नाम काशतक मय अहवाल			
4190	381 569		शामलात ठांवा शुमार ८८८ रकबा २०० खेत	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	८८८ ०-१५ २ ७-१६ ३ ८-० ४ १६-११		खाना नं० ४ बदस्तुल	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	८८८ ०-१५ २ ७-१६ ३ ८-० ४ १६-११		खाना नं० ४ बदस्तुल	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	शामलात ठांवा शुमार ८८८ रकबा २०० खेत			
	613 876		शामलात ठांवा दासा व गंगुमान रकबा २०० खेत	शामलात ठांवा दासा व गंगुमान रकबा २०० खेत	८८८ ०-१५ २ ७-१६ ३ ८-० ४ १६-११		खाना नं० ४ बदस्तुल	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	८८८ ०-१५ २ ७-१६ ३ ८-० ४ १६-११		खाना नं० ४ बदस्तुल	शामलात ठांवा शुमार ८८८ रकबा २०० खेत	शामलात ठांवा शुमार ८८८ रकबा २०० खेत			

SCHEDULE

All rights, title and interest of the Vendor in all that piece and parcel of land admeasuring 71 kanals 13 Marlas situated at Village Kamaspur, District Sonapat, Haryana and buildings and superstructures constructed thereon, as detailed below:

LAND MEASURING 71 Kanal 13 Marlas

Khewat nos are 381min/339, 613min/545 and Khata Nos.569, 876, 877, 879, 880

Rectangle no.	Kila no.	Area k.m.
82	½	0-15
82	2	7-16
82	3	8-00
82	4	6-10
82	7	3-14
82	8	8-00
82	9	8-00
82	10/1	4-06
82	11	7-10
82	12	8-00
82	13	7-18
82	14	1-04
		71-13

N. Arora