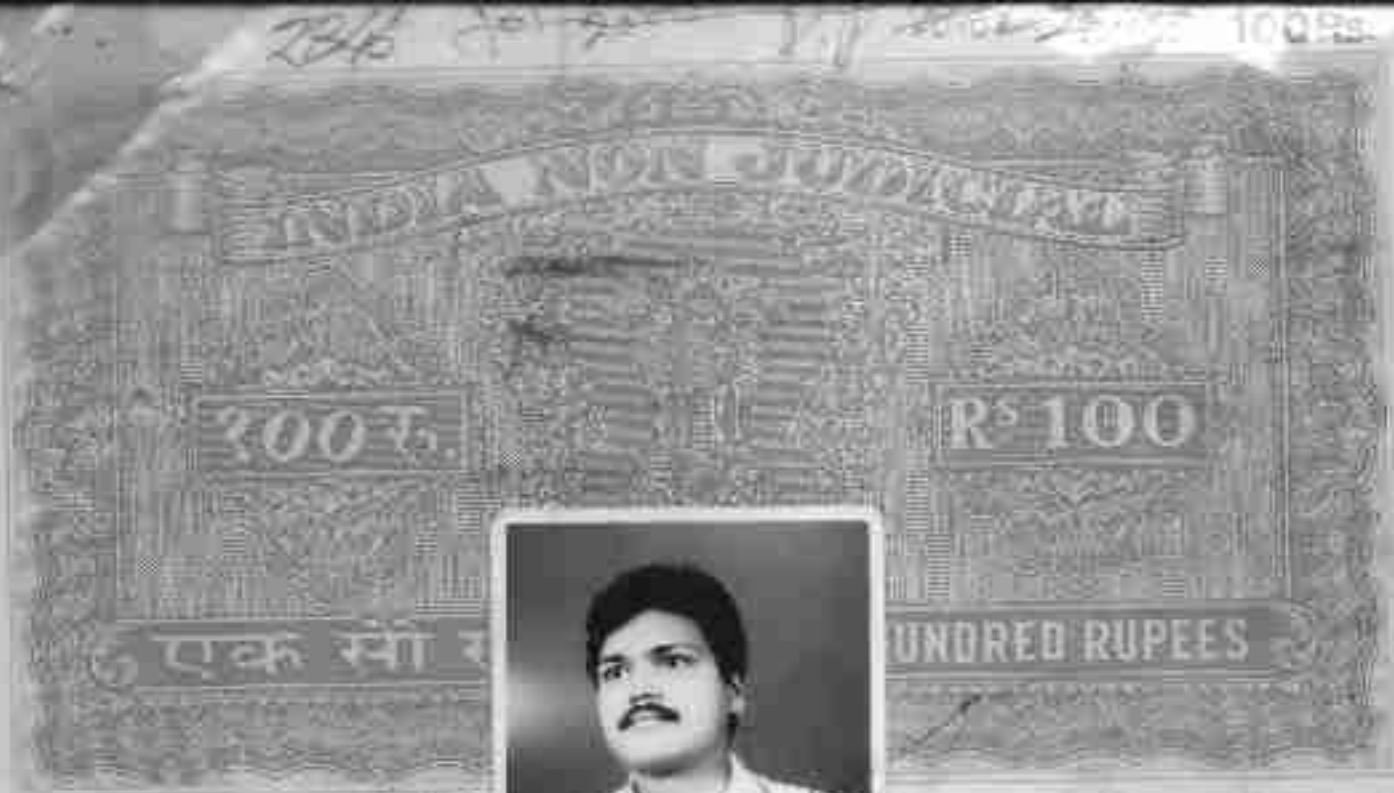




Resent Kano dia

Photographs of 2. Pradeep
Kumar Kanodia & Son
Kumar Kanodia and Son
Private Kumar Kanodia
and Son
R.K. Kanodia
6/11/99

THIS DEED OF SALE made on this 5th day of November in
the year One Thousand Nine Hundred and Ninety Nine.

By

1. Allahabad Milling Company Private Limited, a company
incorporated under the Indian Companies Act, having its
registered office at 1 Lukerganj, Allahabad through its
Directors, namely -

1) Bra Pradeep Kumar Kanodia
2) Sri Gopal Kumar Kanodia
3) Pradeep Kumar Kanodia

and have been specifically authorised in this behalf,
in virtue of the special resolution passed in the Extra
Ordinary General meeting of the share holders of the
company held on 20th April, 1993

Shareholder referred to as Transferors which expression
shall unless excluded or repugnant to the subject or
context thereof, mean and include its successors and
assigns.

Resent Kano dia

95

2997/1 का भी दस्तावेज मिले व...
 विवाही 1830/0 जिला...
 को सहाय्य विधायक किया संभव 286
 सहाय्य विधायक का अग्रिम सुधार कायदा...
 श्रीवाजी कच्छेहरी परिवार दुर्गादास...
 शा 10 अ 0 इ 1

Handwritten signature
 5000/- 20/- 5020/-

निष्पत्ति
 निष्प.

प्रदीपकुमार कोठिया
 स्व. आनंद कोठिया
 102 का राजा
 6-11-99 1 2

Handwritten signature

Handwritten signature
 6-11-99
 प्रदीपकुमार कोठिया
 स्व. आनंद कोठिया
 102 का राजा
 प्रदीपकुमार कोठिया
 स्व. आनंद कोठिया
 102 का राजा

प्रदीपकुमार कोठिया
 स्व. आनंद कोठिया
 102 का राजा

Handwritten signature

Recd. Kow...



गवर्नर के निवास
 नया दिल्ली
 6-11-99



WHEREAS the Transferors had been carrying on multifarious business activities through its wholly owned Divisions, namely -

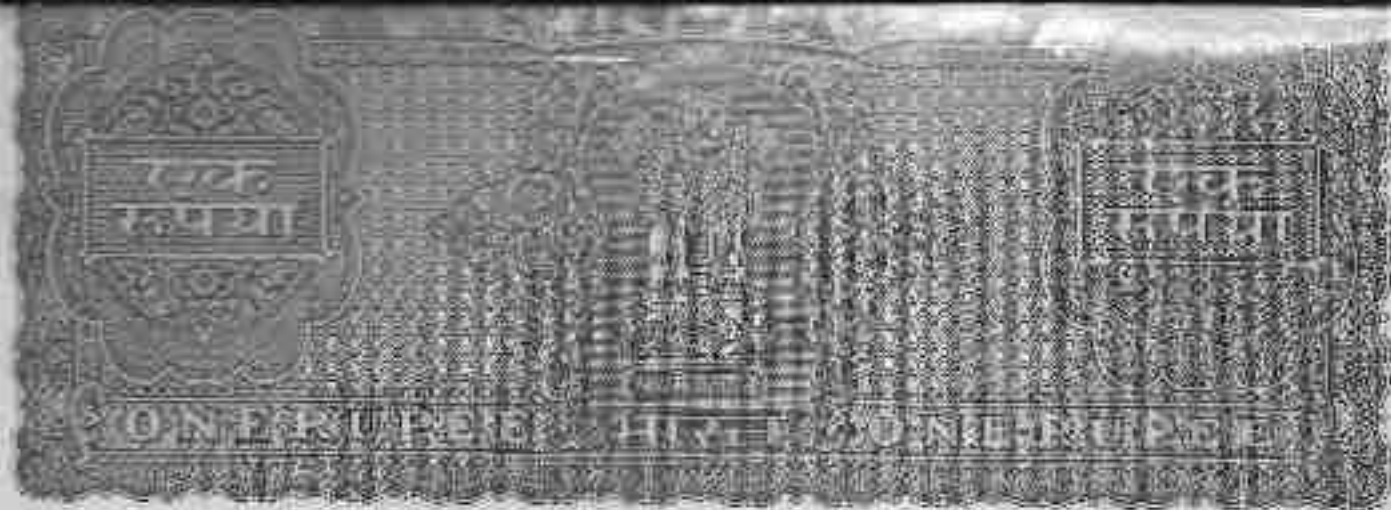
- (a) Flour Mill Division
- (b) Cold Storage & Ice Factory Division
- (c) Ice Cream Unit
- (d) Oil Mill Division

apart from holding other land, building and other assets etc. for the purposes of development;

WHEREAS with a view to restructure various business activities including the business activities that were being carried on through various Divisions as aforesaid and on considerations of commercial expediency, it has been decided to form a

[Signature]

Beet Kaur



wholly owned subsidiary company in the name and style of K.L. & Sons to take over the business of 'Cold Storage & Ice Factory Division' and 'Ice Cream Unit'.

WHEREAS the said K.L. & Sons on its incorporation and registration with Registrar of companies, Uttar Pradesh, Kanpur, vide Certificate of Incorporation No.20-15414 dated 25th May, 1993 came to be known as K.L. & Sons (P) Ltd.;

WHEREAS in pursuance of the said decision which was duly approved by the share holders of the 'Transferors' through a special resolution passed by them in their Extra Ordinary General Meeting held on 20th April, 1993 the entire control and management of the business activities that were being carried on in the two Divisions/units namely 'Cold Storage & Ice Factory Division' and

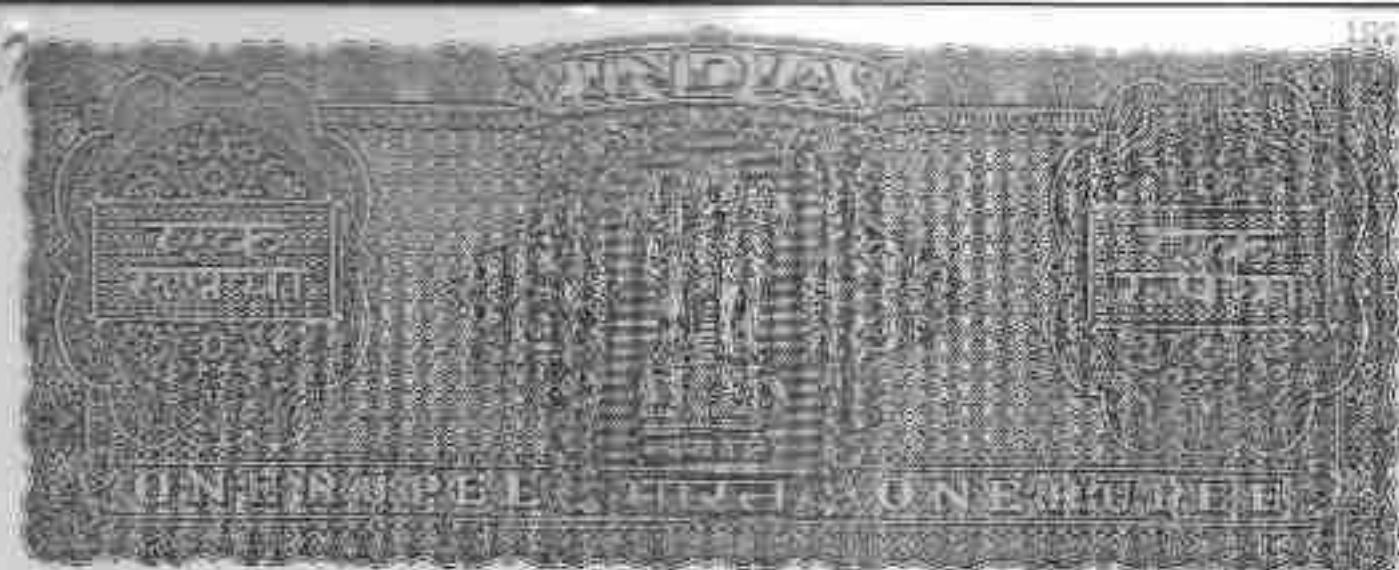
*[Signature]* *[Signature]* *[Signature]*



the 'Sui Franch Unit' together with all the plants, machineries, fixtures, fittings, tools and equipments whether installed/erected and/or lying in such Divisions/unit together with land on which the said units had been set up the land appurtenant thereto, and other land, building and all such accommodation as were necessary for carrying on the business activities of the two divisions smoothly (as have been shown in the site plan which is annexed hereto), and other assets like all the benefits and rights attached thereto as also the obligations arising therefrom, hereinafter referred to as 'Industrial Undertakings' got vested in the Transferee, a wholly owned subsidiary company known as K.L. & Sons(P) Ltd;

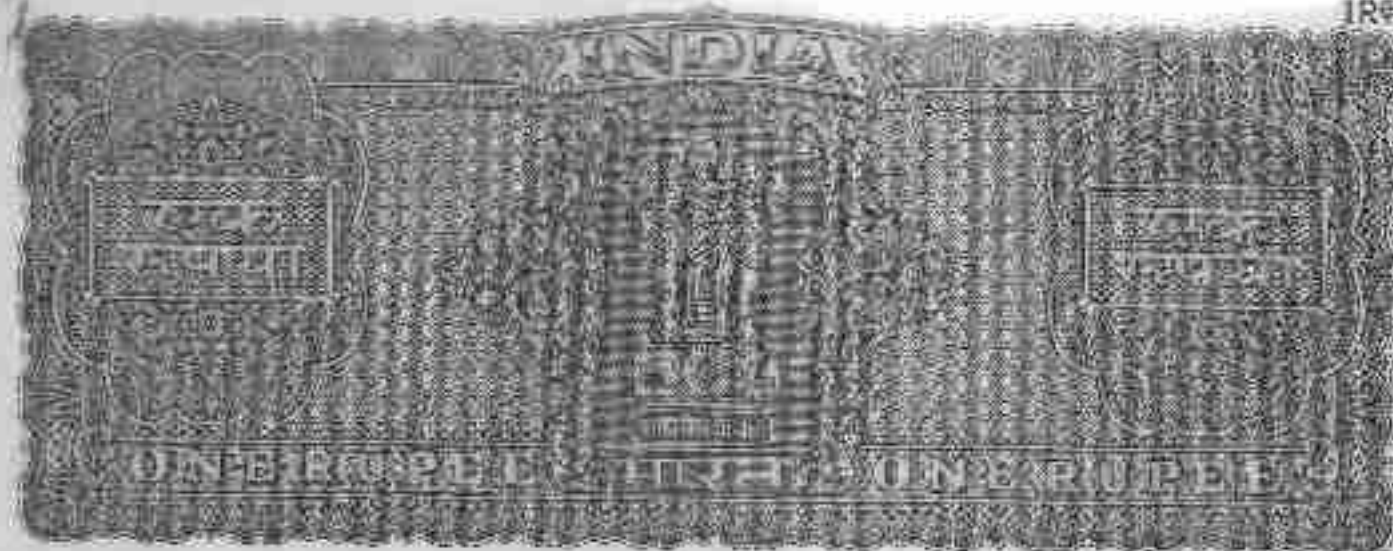
WHEREAS K.L. & Sons (P) Ltd (the Transferee) had taken over the business activities that were being carried on by the

I am despatched *Heat Kano-di*



'Transferors' in the two divisions/unit namely 'cold Storage & Ice & Factory Division' and the 'Ice Cream Unit' together with all the Plant and Machineries, fixtures, fittings, tools and equipment whether installed/erected and/or lying therein together with the land occupied by the said Divisions, the land and building appurtenant thereto, as also all such land, building and accommodation as were necessary for carrying on the business activities of the two Divisions, smoothly and efficiently as have been more fully described in the site plan referred to above, and other assets like all the rights and benefits attached thereto, as also the obligations arising therefrom, on such terms and conditions as have been referred to hereinafter:-

~~I am the same as~~ heurt Kano di



NOW THIS DEED WITNESSETH AND PARTIES HERETO AGREE AND RATIFY AS UNDER

1. That the Transferors hereby admits conveyance unto and in favour of the Transferee the entire business activities of the two Divisions/Unit namely as Cold Storage and Ice Factory Divisions and Ice cream Unit together all its assets consisting of Plant & Machinery, Fixtures, fittings, tools and equipment whether installed/erected and/or lying in such divisions as also the land occupied by the said divisions/unit, all such land and buildings and accommodation as were necessary for carrying on the business activities of the two divisions/units smoothly and efficiently, as also other assets and benefits attached thereto and the obligations arising therefrom, hereinafter collectively referred to as 'Industrial undertakings' with effect from 1.6.1992.

2. That for the purposes of accounting, the transfer of 'Industrial Undertakings' as aforesaid, from the Transferors to the Transferee the consideration of 'Transfer' has been taken the book value thereof as appearing in the books of the Transferors.



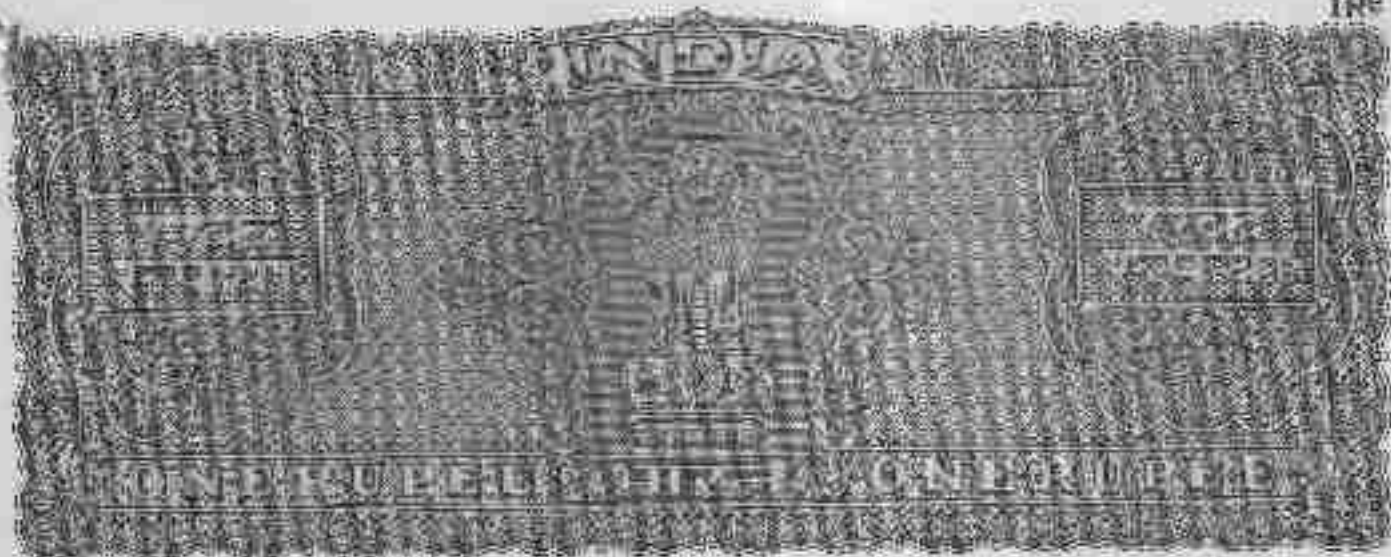
3. That the Transferee has already discharged and paid the consideration as aforesaid through allotment of 12000 fully paid Equity shares of Rs.10/- each in favour of three members of the Transferor company namely -

- i) Sri Pradeep Kumar Kanodia
- ii) Sri Sunil Kumar Kanodia
- iii) Sri Punit Kumar Kanodia

who are the directors also of the 'Transferors' company and also parties to these presents, receipt of which is hereby acknowledged by the Transferors.

4. That the Transferee Company, has become absolute owner of the "Industrial Undertakings" having quiet and peaceable enjoyment and possession thereof, without any interruption/interference from the Transferors and the Transferors hereby further covenant that neither they themselves nor any other person (s) claiming for or under trust for them (the Transferors) shall ever claim any rights, title or interest whatsoever in the "Industrial Undertaking" as aforesaid.

[Signature] *[Signature]* *[Signature]*



5. That with effect from 1.6.1993 the Transfers Company P.L. were (P) Ltd., with its board of Directors has been managing and running the business activities of the "Cold Storage and Ice Factory Unit" and Ice Cream Unit" and have been accounting for all the gains and losses of the two units.

6. That the "Transferors" shall not be liable to or responsible for any claim, obligation, and any other liability either civil or criminal in nature, for the period commencing from 1.6.1993 and in case it is called upon to bear and or meet such liability expenses and/or obligation in relation to the business activities that are being carried on by the "Transferors" in the two Divisions referred to above, the same shall be indemnified by the Transferees.

7. That the Transferors hereby specifically declare "Industrial Undertakings" were free from all charges, liens or encumbrances of any nature whatsoever, on the date of transfer (into and in favour of the Transferees) referred to above and they (Transferors) hereby certify and affirm that the "Industrial undertakings" had all along been free from all charges, liens or encumbrances whatsoever during the intervening period.



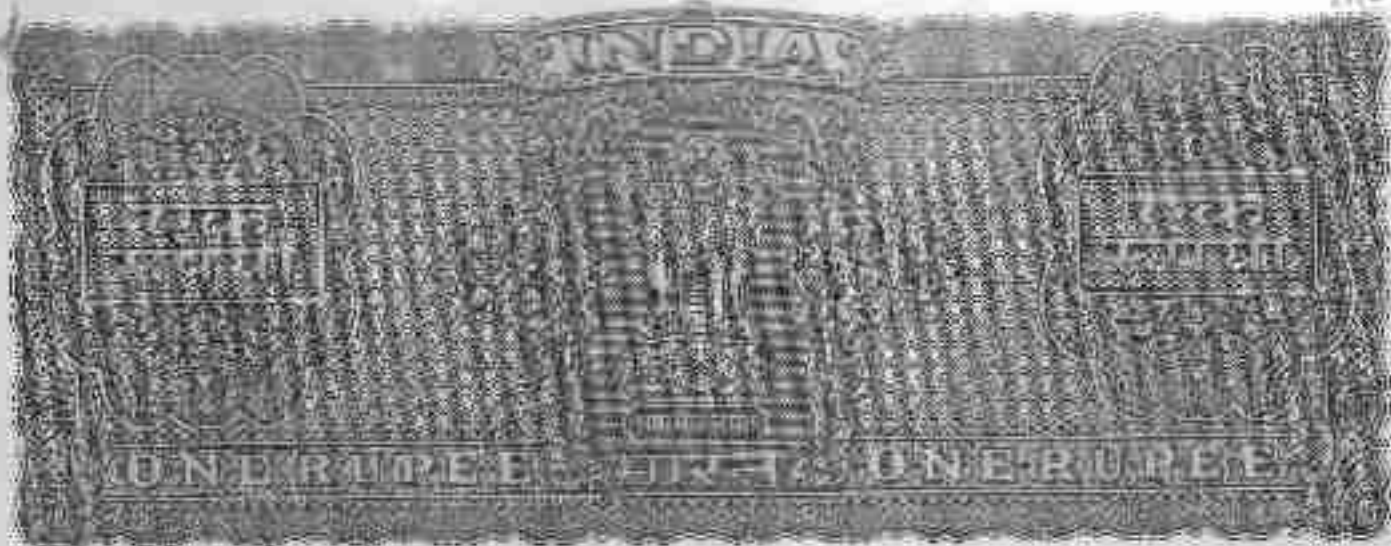
8. That the Transferors hereby covenant and undertake to keep the "Industrial undertakings", free from all charges, liens, encumbrances of any nature whatsoever, in the period that follows.

9. That until such time that all the requisite endorsements are made so as to effectuate the change in the ownership of the said "Industrial undertakings", on the permissions, licences, Sales tax/Trade tax Registration Certificate or such other certificates or permits or licences held by the 'Transferors' as are necessary for carrying on the business from the 'Industrial Undertakings' referred to above, the 'Transferors' shall do and perform all such acts and deeds and things and sign, execute and deliver all such documents, matters and things as may be necessary for the smooth and efficient carrying on of the business of the said 'Industrial undertakings'.

10. That it is hereby agreed that this deed will be duly presented before and got registered with the Sub-Registrar, all related and expenses in connection with such execution and registration will be paid by the Transferee company. No stamp

[Signature]

[Signature]



duty is required to be paid on the said document, as the same stands exempted in terms of Appendix 'Reductions and Remissions of Stamp Duties by the State Government, notification dt. March 25, 1942, No (clause No.54) a Certificate from the statutory Auditors of the Company, to this effect is enclosed as annexure II hereto.

11. That the Transferors shall execute and deliver or cause to be executed and delivered to the transferee or its nominee or nominee all such deeds, documents and writings as may be necessary to effectuate fully the conveyance of the said 'Industrial undertakings' of the Transferors' unto the Transferee and the Transferor shall cause all other necessary parties to join in the execution of any or all such documents as are considered necessary.

12. All costs, charges, and expenses of and incidental to the aforesaid transfer of the 'Industrial undertakings' as a going concern shall be borne and paid by the transferee.

[Signature] *[Signature]*



In witness whereof the parties hereto have executed this deed on this 5th day of November in the year 1999 at Allahabad.

For and on behalf of the above named Allahabad Milling Co. (P) Ltd. attested on this deed in accordance to the resolution passed by its share holders in the extra ordinary general meeting held on 20th April, 1973 in the presence of Sarvaghaee Pradaseo Kumar Kanodia, Sunil Kumar Kanodia, Punit Kumar Kanodia, the Directors of the Company.

For and on behalf of Allahabad Milling Co. (P) Ltd.

[Signature]
PRADASEO KUMAR KANODIA

[Signature]
SUNIL KUMAR KANODIA

[Signature]
PUNIT KUMAR KANODIA

Witnesses:

1. Sandeep Kanodia *[Signature]*
No. 1, Lukergani, Allahabad. *(Sandeep Kanodia)*
S/o Late K. L. Kanodia

2. Sanjeev Kanodia, *[Signature]*
No. 1, Lukergani, Allahabad. *(Sanjeev Kanodia)*
S/o Late K. L. Kanodia

Drafted by: *R. K. Verma*
Advocate

Typed by: *Beena* (Beena Nanda)

H.G. AGRAWAL & CO.
CHARTERED ACCOUNTANTS,
254, CHAK ZERO ROAD,
ALLAHABAD 211 003
PHONE: 400449, 400287
FAX NO.: 0532 400449

TO WHOM IT MAY CONCERN

We are Statutory Auditors of M/s Allahabad Milling Co. Private Limited, having its Registered Office at No. 1, Lukseganj, Allahabad. We hereby Certify that:

M/s K.L. Sons (P) Ltd.

are wholly owned subsidiary Company of the said Allahabad Milling Co. (P) Ltd., As certified by the Statutory Auditors of the subsidiary Company M/s S.K. Gang & Co., Chartered Accountants, 18, Kanpur Road, Allahabad.

FOR H.G. AGRAWAL & CO.
CHARTERED ACCOUNTANTS

PLACE: ALLAHABAD

DATED: November 5, 1999


(H.G. AGRAWAL)
CHARTERED ACCOUNTANTS



CHURCH

East Kaw
Kaw
Kaw

WATER

TO THE FACTORY

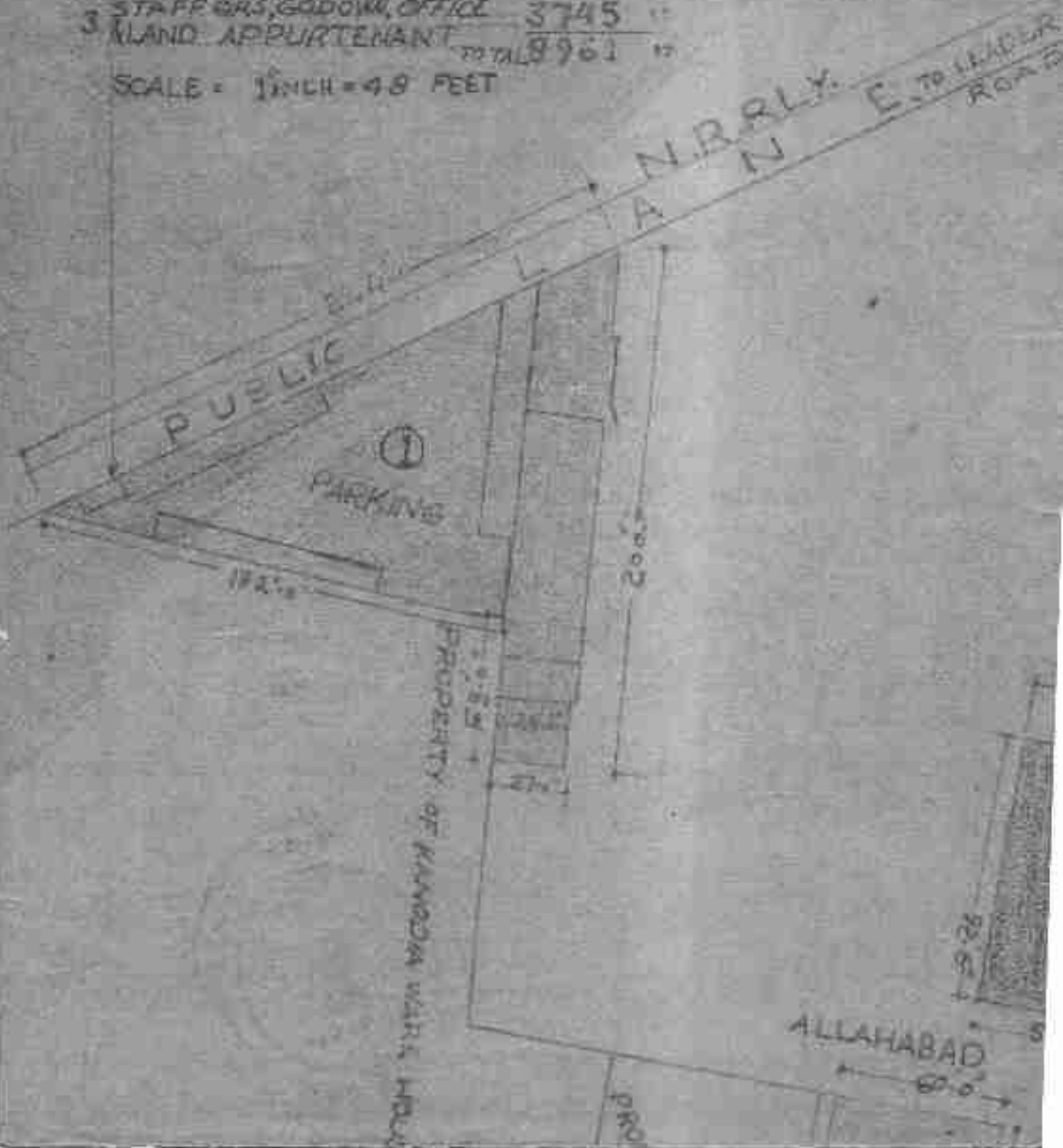
WATER OF THE FACTORY

WATER OF THE FACTORY

PROPERTY TO BE TRANSFERRED TO K.L. SONS & LTD. ALLAHABAD
 SUBSIDIARY OF ALLAHABAD MILLING CO. P. LTD. NO. 1 LUKERGANE ALLAHABAD
 TOTAL AREA OF LAND TO BE TRANSFERRED 8961 S.M. ① SHOWN IN

	LAND AREA	
1 FLORA ICE CREAM FACTORY	1570 S.M.	② " " G
2 COLD STORAGE, W.C. " "	3546 " "	③ " " DM
3 STAFF QRS, GODOWN, OFFICE	3745 " "	
3 LAND APPURTENANT		
	TOTAL 8961 " "	

SCALE = 1 INCH = 48 FEET



ROAD WHOLLY OWNED

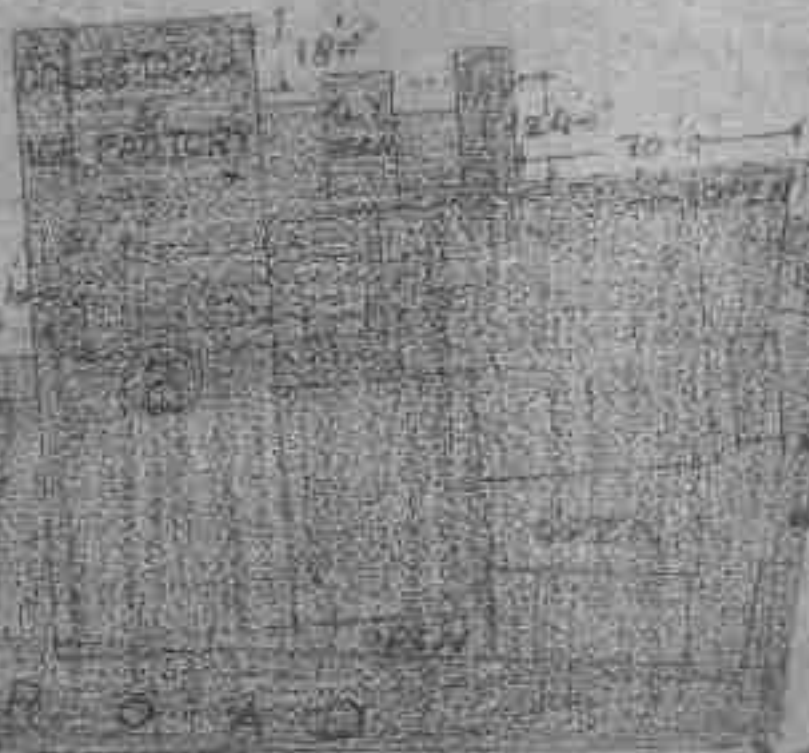
WABAD

RED

FEED



61'-0" 63'



ROAD

MILLING

विश्व संघर्ष

विश्व संघर्ष

विश्व संघर्ष

विश्व संघर्ष

विश्व संघर्ष

विश्व संघर्ष

27/11/93

415/93

5

विश्व संघर्ष 27/11/93 1993 1

विश्व संघर्ष 27/11/93 1993 1

विश्व संघर्ष

विश्व संघर्ष 27/11/93 1993 1

