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CONVEYANCE DEED

This conveyance deed is made on this the 13th day of July, 1998.

BY AND BETWEEN

DCM Shriram Industries Ltd., a Company registered under the Companies Act, 1956 and having its Regd. Office at Kanohenjunga Bldg., 18, Barakhamba Road, New Delhi (hereinafter referred to as 'the SELLER' which expression shall, unless repugnant to the context or meaning thereof, include its successors in business and permitted assigns) of the one part.

AND

Hindon River Mills Ltd. (formerly A.K. Polytex Ltd.,) a Company incorporated under the Companies Act, 1956 and having its Regd. Office at Hindon River Mills premises, Village Dasna (Distt. Ghaziabad) (State of U.P.) (hereinafter referred to as 'the PURCHASER', which expression shall, unless repugnant to the context or meaning thereof, include its successors in business and permitted assigns) of the other part.

WHEREAS

A) The SELLER herein is the owner of the pieces of land alongwith buildings thereon, more particularly described in Schedule I appended hereto, from where it carries on the business of manufacturing and selling of textiles in the names of Hindon River Mills and DCM Clusone Spinning Mills. The PURCHASER is a subsidiary of the SELLER, the SELLER holding more than 91% of the issued and paid-up capital of the Buyer, and has agreed to purchase from the SELLER the business of manufacture/sale of textiles on going



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Conveyance Deed
5000000/-

रजि० शुल्क 5000- प्रति लिपि शुल्क 25- योग 5025- शब्द 2500

श्री तिलकधर
पुत्र श्री वन्शीधर
निवासी 10 वारा खम्बा रोड नई दिल्ली
के यह सेखपम कार्यालय एवं रजिस्ट्रार-1 कार्यालय में बाब
दिनांक 24/7/98 को प्रस्तुत किया।

केय समुचित प्रमाण
Issued by of Sahu

[Signature]

सब रजिस्ट्रार-1 24-7-98
कार्यालय SR

अथ 37-1 प्रमाण
पत्र. issued by
समुचित प्रमाणिकरण
आयकर विभाग.
लखनऊ

यस लेख का सम्पादन, प्रतिफल ~~.....~~
संपन्न है

प्रमाणिकरण प्रकर एवं श्री तिलकधर
व केवल सम्पादन के श्री आलोक्य वन्शीधर श्रीराम
श्रीराम वन्शीधर श्रीराम
निवासी 10 वारा खम्बा रोड नई दिल्ली
में स्वीकार किया।



concern basis with all the assets and liabilities, as also the workers/ employees numbering 2300 approximately alongwith the land/buildings, conveyed herein subject to due diligence for a slump sale price of Rs.5 cr. (Rupees Five Crores only).

C) AND WHEREAS the erstwhile, Delhi Cloth & General Mills Company Limited purchased the immovable properties as described in Schedule - I, from time to time from various persons and were registered in its name vide registered sale deeds registered with the Registrar, Delhi/ and the Sub-Registrar, Ghaziabad, the particulars whereof are given as per Schedule - I.

AND WHEREAS the name of the aforesaid, Delhi Cloth & General Mills Limited was subsequently changed to M/s. DCM Limited as per fresh Certificate of Incorporation dated 06.10.1983 issued by the Additional Registrar of Companies, Delhi & Haryana.

AND WHEREAS the said erstwhile DCM Limited was reorganised into four distinct, separate and independent companies, DCM Shriram Industries Limited, being one of them, under a Scheme of Arrangement sanction and approved by the Hon'ble Delhi High Court vide its order dated 16.04.1990 passed u/s 391/394 of the Companies Act, 1956.

AND WHEREAS under the said Scheme of Arrangement the properties, inter alia, described in Schedule - I came to be vested in DCM Shriram Industries Limited, the SELLER.

AND WHEREAS the properties have also been transferred/mutated in favour of the SELLER in the revenue



Manoj Agarwal

शिवाजी परिवहन श्री जीपस्क नामर
 पुस्तक नं० जी० पिल्लर
 निवासी 51 समूह अपार्टमेंट वसुंधरा किल्ला
 व भी ए 225 के वारनल
 पुस्तक नं० जी० के वारनल
 दिवासी E 225 सरिता सिंघर 73 किल्ला
 व भी है।

24.7.98 SR
 24/7/98
 सब सविस्तर-1
 मासियाबाद

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G.S. NAIR
 G.S. NAIR

s/o Shri K.G. Pillai
 51 Samrat Apts,
 Vesu mdkm
 Delhi 110096

Gullhar
 (C.K. THAKRAL)

s/o Sh. K.K. THAKRAL
 E-225
 Sarita Nher
 New Delhi - 110044

उपरोक्त साक्षी 1/2 के निशानी अंगूठ नियमानुसार
 लिखे गये जो देखने से भले प्रतीत होते है।

24.7.98
 24/7/98

सर्वसमकर्म निबंधन लिपिक-1

records of U.P. at Ghaziabad.

AND thus the SELLER is the absolute legal owner of the properties proposed to be conveyed herein.

NOW THEREFORE, in consideration of the terms and mutual covenants contained herein the parties hereto agree as under:-

1. The SELLER hereby conveys unto the PURCHASER the running business carried on in the name of 'Hindon River Mills' and 'DCM Clusone Spinning Mills' at Dasna (Ghaziabad) alongwith freehold land and buildings thereon which lands are more particularly described in Schedule I, attached hereto.
2. The consideration for sale of the property conveyed herein, alongwith the assets and liabilities of the aforesaid running business and after due diligence comes to Rs.150 lacs and has been/shall be paid by the SELLER to the PURCHASER as under:-
 - Rs.5 lacs (Rupees Five Lacs only) by cheque No.806201 drawn on State Bank of Bikaner & Jaipur, Barakhamba Road, New Delhi.
 - Balance Rs.145 lacs on or before execution of this Conveyance Deed.
3. The assets being conveyed hereunder are subject to charges created in favour of Financial Institutions/Banks in respect of loans taken by the Sellers for the purpose of running its business. It has been stipulated between the parties hereto, that unconditional discharge of the Sellers from the said lenders shall be arranged by the PURCHASER on the security of the whole or part of the business and assets hereby sold to the PURCHASER.



Asst. Secy. Secy.



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4. The PURCHASER shall bear, pay and discharge all assessments, rents, rates, taxes, outgoing and impositions of whatsoever nature whether past, present or future relating or pertaining to the business operations of the sellers as sold, conveyed and transferred hereunder, which have been or may be levied or imposed at any time.
5. The PURCHASER agrees that it shall indemnify the SELLER and at all times keep the SELLER fully indemnified from and against all claims, demands, actions, proceedings, costs, charges, expenses or other liabilities made or brought against, suffered or incurred by the SELLER by or as a consequence of the failure, refusal or neglect on the part of the PURCHASER to comply with its obligations undertaken hereunder.
6. Each party shall indemnify and keep indemnified the other party from and against any taxes, levies, or other charges that may become payable in respect of the sale, conveyance and transfer, herein effected in the event any such payment or other charges are paid by one of them although payable by the other.
7. The SELLER has given over the possession of the property being conveyed hereunder to the PURCHASER on 13th July 1998. a
The SELLER has not granted any right of way, easement or license nor has created any other rights to or in favour of any person in or in respect of the said freehold lands more particularly described in the Schedule I and in the Site Plan hereunder mentioned, or any part thereof and the owner



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except as mentioned in paragraph 3 above and the SELLER further declares that the owners or occupiers of adjoining land or the public do not use or have lawful access to any part of the said freehold land for passing and re-passing between any points within the said property.

9. Each party warrants and represents to the other party that the following warranties and representations are true as of the effective date of this Sale Deed (except for matters disclosed to the other party in writing prior to the effective date hereof).

a) Each of the parties has all requisite corporate power and authority to execute and deliver this Sale-deed and to perform the transactions consummated or performed by it hereunder. The execution, delivery and performance of this Sale-deed have been duly authorised by all necessary Governmental action and this Deed constitutes the legal, valid and binding obligations between the parties;

b) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any way conflict with or impede its ability and right to enter into this conveyance or fulfill any and all of the obligations hereunder, or to conduct the business contemplated hereby;

c) Neither party is in violation of or default of any terms of its Memorandum of Association or Articles of Associations or any provisions of any mortgage, indenture or agreement to which it is a party, or to its knowledge of any judgement, decree, order, writ, statute, rule or regulation applicable



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to it which would materially and adversely affect its business, assets, liabilities, financial condition, operation or prospects.

d) Neither parties are subject to any existing, pending or threatened liquidation, bankruptcy, re-organisation, compulsory composition or dissolution proceedings, and not explicitly or implicitly suspended payments of any debt as they become due (except debts contested in good faith);

10. Each party ("Warrantor") agrees to indemnify and hold the other party harmless from any and all liabilities, direct or indirect, losses, costs, damages, commissions and expenses, including attorney's fees and costs of litigation or arbitration, which the other party may sustain by reason of a Warrantor's breach of any of the representations and warranties, as set forth herein.

11. The SELLER has handed over to the PURCHASER the following documents and title-deeds:-

1. Title deeds in original of the properties as stated in Schedule - I.

2. No Objection Certificate u/s 230A of Income Tax Act dated 25.5.98 as issued by the Depty Commissioner of Income Tax, Special Range-2, New Delhi.

3. No objection certificate issued u/s 269 UL of the Income Tax Act.

12. The freehold land with the buildings thereon as has been conveyed by the SELLER unto the PURCHASER hereunder is shown in the Site Plan vide Schedule II attached herewith.



As per



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13. All the pieces of freehold land sold, transferred and conveyed hereunder are contiguously situated and the entirety of such lands are bounded as under:-

- On North:- Railway Track
- On South:- Delhi Hapur Road
- On East:- Lipton Ware House
- On West:- Porcelain Factory

This document is executed under Notification No.599/X-501 dated 25.3.1942 of the Finance Department, Govt. of U.P.

IN WITNESS WHEREOF the parties hereto have respectively executed this agreement on the day, month and year above written in the presence of the witnesses.

[Handwritten signatures]
A&S&L



DCM SHRIRAM INDUSTRIES LTD.

HINDON RIVER MILLS LIMITED

[Handwritten signature]
Director

[Handwritten signature]
Director

(SELLER)

(PURCHASER)

Witnesses

Witnesses

1. *G.S. Nair*
51 Semoul Apts.
NCS Wadhwa
Delhi-96.
2. *U.K. Sharma*
U.K. SHARMA
259, Karishma Apartments
27, I.P. Extension,
DELHI-110092

1. *[Handwritten signature]*
(WARR) A. KASIM
212 PHOENIX
4-0 S.D. AVENUE
Bombay 400026
2. *[Handwritten signature]*
S.K. THAKRAL
E-275
Saini Vihar New Delhi-44



2000

UNITED STATES DEPARTMENT OF THE INTERIOR

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DETAILS OF LANDS AT VILLAGE DASNA GHAZIABAD UNDERNEATH THE UNDERTAKINGS BEING TRANSFERRED

Plot/Khasra No.	Area		Purchased From	Sale Deed Dated	Registration Particulars					Registra
	Bighas	Biswa			Book No.	Volume No.	Page Nos.	Serial No.	Dated	
3554	0	16	Joginder Chand Kapur	31.10.1970	I (Addl)	7	142-146	107	10.11.1970	Delhi
3555	3	3								
3556	0	7								
3557	1	15								
3558	2	0								
3559	1	3								
3560	1	2								
3561	1	11								
3562	0	13								
3563	0	13								
3564	0	6								
3565	0	5								
3567/1 part	2	10								
	16	0.4								
3567/2 part	4	3	N.K. Mehra	31.10.1970	I (Addl)	7	159-164	170	11.11.1970	Delhi
3568	1	10								
3569	1	12								
3570	1	5								
3571	0	2								
3525	0	5								
3527	1	0								
	9	17								
3531	1	10	Mrs. Vijaya Umapathy	31.10.1970	I (Addl)	7	147-152	168	11.11.1970	Delhi
3532	1	8								
3575	1	6								
3576	1	8								
3577	0	18								
3578/2 part	0	19								
3579	0	10								
3580	0	19								
3581	1	17								
3586	1	5								
3587	0	14								
3588	0	18								
3589	0	13								
3590	1	12								
3591	1	9								
3592	1	11								
	18	17								
3273	0	13	A.R. Longathan	31.10.1970	I (Addl)	7	134-141	166	10.11.1970	Delhi
3521	3	5								
3522	1	3								
3523	1	9								
3524	2	0								
3526	1	7								



Das B *Asst*

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3528	1	7
3529	0	11
3530	1	18
3533	2	9
3534	0	17
3272/2 part	2	11
	19	10

Plot/Khasra No.	Area		Purchased From	Sale Deed Dated	Registration Particulars					Registrars
	Bighas	Biswa			Book No.	Volume No.	Page Nos.	Serial No.	Dated	
3270/2 part	0	18	Mrs. Sushila Mehra	31.10.1970	I	7	153-158	169	41.11.1970	Delhi
3271/1 part	0	19								
3536	1	11								
3537	1	2								
3538	0	13								
3539	0	6								
3540	0	16								
3541	0	18								
3542	0	11								
3543	1	5								
3544/2 part	0	7								
3545/1 part	0	17								
3546	0	6								
3547	1	8								
3548	1	2								
3549	1	0								
3550	1	11								
3551	0	19								
3552	0	13								
3553	0	15								
3555	0	7								
2717/1 part	0	16								
	19	0								
3268	6	18	Prem Chand & Shri Amar Nath	24.12.1970	I	9	115-120	233	14.01.1971	Delhi
3269	0	2								
3264/3 part	18	16								
2717/2 part	18	9								
2544	0	7								
3265	0	16								
3266	0	17								
3267	0	13								
3270	0	9								
3271	0	8								
3272	0	2								
3545	0	17								
3546	0	6								
	49	0								
3266	0	17								
3272	0	2								
3546	0	6								
3270	0	9								
3545	0	7								
3267	0	13								
3265	0	16								
3271	0	8								
3544	0	11								
	4	9								

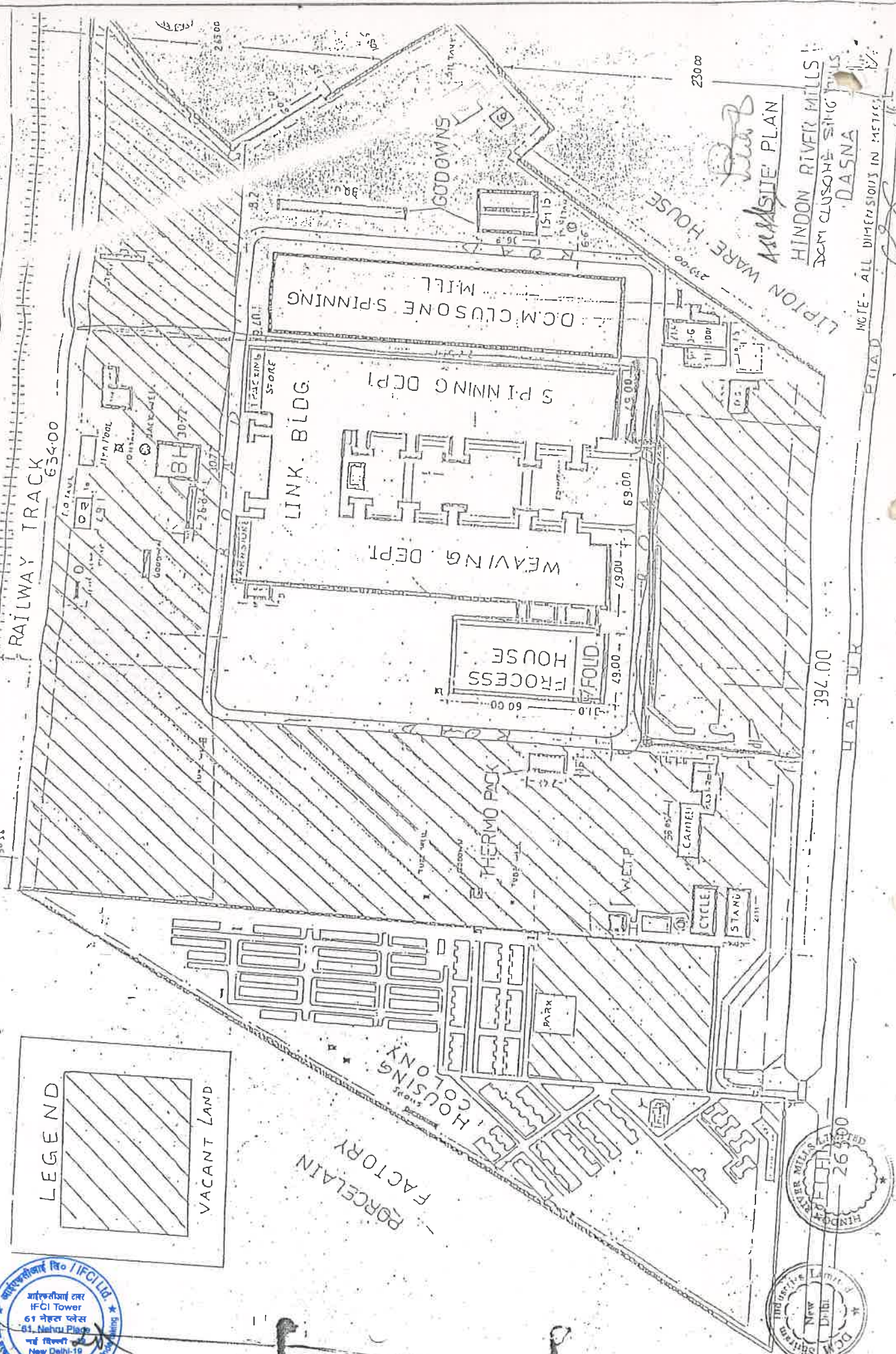


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फही न० १ दिनांक १६८८ के अन्तर्गत १९५५ में नम्बर २४०७ का नमूना
द्वारा दिनांक २५/७/५८ को रजिस्ट्री की गई।

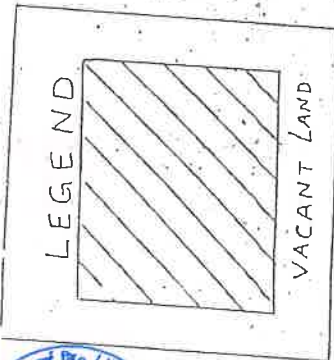
A. Singh
सब रजिस्ट्रार
महाराष्ट्र





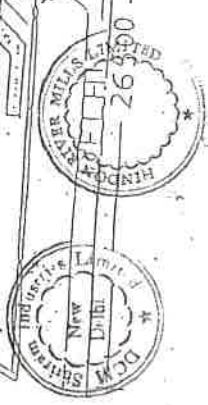
ARCHITECT'S PLAN
 HINDON RIVER MILLS
 DCM CLUSONE SPINNING
 DASNA

NOTE - ALL DIMENSIONS IN METRES.



FACTORY
 PORCELAIN

HOUSING COLONY



Presented with due to 2807/10

SR



