

TD 2 (a)

25581



हरियाणा HARYANA

058106

VALUE OF PLOT : Rs. 15/8750/-
 VALUE OF NJSP : Rs. 91,200/-

CONVEYANCE DEED

This Deed of Conveyance made on the 08 day of March 2007 month of the year two thousand seven between The Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office: C 13 & 14, Sector 6, Panchkula, hereinafter called the 'TRANSFERER', of the One Part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory

AND

(PAN No ADGPB3795C)

Shri SUNIL KUMAR BANSAL, son of Shri Prithvi Raj Bansal, resident of A-032, Ridgewood Estate, DLF City, Phase IV, Gurgaon (Haryana), hereinafter called the 'TRANSFeree' of the Other Part of the conveyance deed, which expression shall include his heirs, successors, assignees, administrators, nominees etc.

WHEREAS the plot hereinafter described and intended to be hereby conveyed, is owned by the Transferor with full proprietary rights.

Sunil Kumar Bansal

contd.....2.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

M.A.

19624

No. 1 Dated 15/2/07 worth Rs 91200
Purchaser Sh.
Resident of Sunil Kumar Bansal Sr. Bishan Raj Bander
Through -----
For Sale -----
Rs. 1518750

दिनांक 08/03/2007

डॉड का नाम	CONVEYANCE OUTSIDE MC AREA	
तहसील/सब तहसील	गुडगांव	
पोस्ट/नगर	मानेसर	
	घन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई	1,518,750.00 रुपये	स्टाम्प ड्यूटी की राशि 91,200.00 रुपये
रजिस्ट्रेशन फीस की राशि	10,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Deeded By:

यह प्रलेख आज दिनांक 08/03/2007 दिन गुरुवार समय बजे श्री/श्रीमती कुमारी HSDCC Ltd पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी IMT Manesar, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी गुडगांव

HSDCC Ltd (then Arvind Kumar OTHER)

उपरोक्त निवेदन व श्री/श्रीमती/कुमारी Sunil Kumar Bansal केत हाजिर है प्रस्तुत प्रलेख के तथ्यों व दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री निवासी Adf Gurgaon व श्री/श्रीमती/कुमारी Bishan Chand Namberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon Gaon. साक्षी नं: 1 की हम नम्बरदार/अधिकृत के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 08-03-2007

उप/संयुक्त पंजीयन अधिकारी गुडगांव



हरियाणा HARYANA

058105

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WHEREAS Industrial Plot No. 98-B, Sector 5, measuring 1012.50 Sq. Mtrs., (in lieu of Indi. Plot No. 218, Sector 6) in Industrial Estate, IMT Manesar, District Gurgaon, Haryana, was allotted to the Transferee in pursuance to his application for allotment of the plot for the purpose of setting up of project of manufacture of Pharmaceutical Formulation, as per the terms and conditions contained in the agreement dated 25.8.2001, and the Regular Letter of Allotment (RLA) No. 6619/8908, dated 27.07.2001/26.08.2001, which shall continue to remain part and parcel of this deed.

WHEREAS the Transferee has made the full payment amounting to Rs. 1518750/- (Rupees fifteen lacs eighteen thousand seven hundred fifty only only) as on date towards the price of the said plot to the transferor.

NOW THEREFORE, this Deed witnesseth that for the purpose of carrying into effect the Regular Letter of Allotment (RLA) and the agreement and in consideration of the said sum of Rs. 1518750/- (Rupees fifteen lacs eighteen thousand seven hundred fifty only only) paid by the transferee, the transferor hereby grant and conveys to the transferee all that part and parcel of the Plot No. 98-B, measuring 1012.5 Sq. Mtrs., in Sector 5, Industrial Estate, Ch. Devikal IMT, Manesar, District Gurgaon, Haryana, on the following terms and conditions :-

contd.....3.

Sunil Kumar Bansal

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

[Signature]
ESTATE OFFICER
IMT, MANESAR

Reg. No. 25561 Reg. Year 2006-2007 Book No. 1

as to the rest of the...
 dated _____

15/2/07



विक्रेता



क्रेता



गवाह

विक्रेता
 Arvind Kumar

क्रेता
 Sunil Kumar Bansal

गवाह 1:- Mihesh Kr. Chauhan गवाह 2:- Bishan Chand Numberdar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 25,561 आज दिनांक 08/03/2007 को बही नः 1 जिल्द नः 8,490 के पृष्ठ नः 1 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नः 1,325 के पृष्ठ संख्या 25 से 26 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 08/03/2007

उप/संयुक्त पंजीयन अधिकारी
 मंडगावा

2551



हरियाणा HARYANA

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1. That any additional price of the aforesaid plot, as a consequence of enhancement in compensation that may be awarded by the Court(s) in the matter/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the transferee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which panel interest @ 14% p.a. shall be charged on the due amount from the date of notice till the date of payment. In the event of non-payment of such enhanced compensation, within a period of three months from the date of notice, the aforesaid plot shall also be liable to be resumed.

2. That the aforesaid plot has been allotted on the "as is where is basis" and that the transferor will not be responsible for levelling uneven site, and that the transferee shall be liable to pay additional sum/money for any structure/super structure, trees & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which compensation, as assessed, had been paid by the transferor.

3. That the transferee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; and that implementation of the project shall mean the commencement of contd.....4.

Sunit Kumar Bansal

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

[Signature]
ESTATE OFFICER
IMT - MANESAR



हरियाणा HARYANA

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commercial production, after coverage of construction in accordance with the norms specified in the Estate Management Procedure-2005, as amended from time to time (hereinafter called EMP) and installation of plant and machinery.

4. That notwithstanding the period of three years stipulated qua implementation of the project on the plot, the transferee, as far as possible, shall take the following steps within the period of two years from the date of offer of possession of the aforesaid plot :-

- a) Taking over possession of the plot.
- b) Submission of building plans.
- c) Placement of orders of machinery and other capital goods
- d) Financial tie-up.
- e) Technical and marketing tie-up.

The period of three years for implementation of the project on the plot, may be further extended by transferor by one year subject, however, to the conditions that apart from completion of construction upto the level prescribed in the EMP, the transferee satisfies that he had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production. Provided further that second extension of one year for the completion of the project i.e. after four years from the date of offer of possession, may be granted, only in exceptional circumstances.

contd.....5.

Sunil Kumar Bansal

For Haryana State Industrial & Infrastructure Corporation Ltd.
[Signature]
OFFICER
MANGESAR



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Upon failure on the part of the transferee to adhere to the schedule/time available for the implementation of the project the transferor shall be competent to resume the aforesaid plot after giving show cause notice.

5. That in case the transferee has been granted extension in the implementation of the project beyond the stipulated period of implementation, the transferee shall be required to pay extension fee at the rates, laid down in the EMP, which may be revised from time to time.

6. That the transferee shall be deemed to have completed the project, if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP and starts commercial production of the project after installation of plant & machinery. The transferee shall, within one month of completion of project, inform the concerned filed office of the transferor, in writing, that the project has been completed, alongwith documentary proofs in this regard.

contd.....6.

Smil Kumar Bauraf

For transferor
Signature
OFFICE
MANESAP



हरियाणा HARYANA

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7. That the transferee shall use and utilize the aforesaid plot/shed for the purposes for which it has been allotted and shall not change the nature of the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the transferor only after considering the ground(s) and such other factors, as contemplated in the EMP, provided that the transferee has paid requisite fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot.

8. That the transferee shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans shall be approved in conformity with the building bye-laws, as applicable from time to time. However, before start of construction, the transferee shall submit a copy of the approved building plans to the transferor.

9. That the transferee shall apply for an occupation certificate in the concerned field office of transferor. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana as amended from time to time.

contd.....7.

Smit Kumar Bainsal

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

[Signature]
STATE OFFICER
IMT - PANESAR

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

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10. That the use of the land and the building erected on the above said plot shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per rules & regulations of the Department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and the deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In the event of non-compliance by the transferee, the aforesaid plot shall be liable to be resumed and the transferee shall be required to remove the plant & machinery within a period of two months from the order of the resumption at the cost and peril of the transferee.

11. That the transferee shall not bifurcate the aforesaid plot except with the prior permission of the transferee. Bifurcation of the plot shall, however, be governed and regulated in the manner as provided in the EMP. Bifurcation of shed shall not be allowed.

Smit Kumar Bursal

contd.....8.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

MJ
OFFICER
IN-CHARGE

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

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12. That the transferee shall have no right to transfer the land and building standing thereon by way of sale or gift, mortgage, lease or any other way without specific written approval from the transferor.

13. That further alienation of the above said plot may be allowed by the transferor only after the expiry of one year from the date of commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery, subject to further condition that the person, who steps into the shoes of the transferee, shall not be allowed to further transfer the plot for atleast one year from the date of transfer of the aforesaid plot in his name. Such transfer shall, however, be subject to the compliance of provisions and payment of transfer fee as prescribed in the EMP, as revised from time to time.

No transfer fee would be leviable after the project of the transferee has been in commercial production for more than five years and is free from all encumbrances. However, prior permission of transferor, shall be necessary for such transfer of the plot. The fee at the rates, prescribed from time to time in the EMP, shall however, be payable by the transferee.

contd.....9.

Sunil Kumar Bainsal

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

MS
STATE OFFICE
IIT - MANESAR

14. That the transfer of the aforesaid plot, due to inheritance, succession upon the death of the transferee/majority share holders or the project has been taken over by a financial Institution, may be allowed without charging transfer fee, but on the payment of processing fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer or majority shareholding shall also be treated as transfer.

15. That for seeking permission for further transfer of the aforesaid plot, the transferees shall apply to the transferor alongwith following documents :-

- a) Original letter of allotment
- b) Proposed agreement to sell
- c) Project report of the proposed transferee, in case of any change of project.
- d) Statement of means of financing of the proposed transferee.

The transferee shall, however, be required to submit his request for the proposed transfer within a period of 20 days from the date of proposed agreement to sell falling, which a penalty equivalent to the transfer fee shall be imposed upon the transferee, while allowing such transfer. In case the transfer is allowed, the person who steps into the shoes of the transferee, shall be required to enter into a fresh Agreement with the transferor in respect of the industrial plot.

16. That the change in shareholding may be allowed only if the original allottee/transferee or his family members (spouse, son, daughter, wife, parents, brother, sister) retain a minimum of 51% share in the project/company/firm. In case the original allottee/transferee and his family fall to retain the prescribed share holding of 51%, it shall be deemed to be transfer, for which the transfer fee at the rates prescribed in EMP, from time to time shall be payable by the transferee.

contd.....10.

Sunit Kumar Bansal

For Manager, Industrial & Infra-
Development Corporation Ltd.
MS

17. That the transferee, being a private limited company, if becomes a public limited company and is listed with recognized stock exchange, the change in constitution may be allowed subject to the condition that the transferee or his associates (family members), retain the largest share holding and having management control, otherwise it shall be treated as a case of transfer and the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the transferee.

18. That in order to ensure optimum utilization of the industrial areas/industrial estates, leasing/renting of the premises of the building may be allowed if the transferee has made construction as per the standard norms and has remained in production for one year. Such permission may be granted by the transferor on payment of leasing fee as prescribed in the EMP, from time to time. However, prior approval of the transferor for leasing shall be mandatory.

19. That the number of leases on the aforesaid plot shall be permitted as per the provisions contained in EMP. The permission for leasing shall be valid for the period specified in the permission letter and after having obtained permission for leasing, the transferee shall be at liberty to change the tenants within the period so specified subject to the transferee keeping transferor informed about any change made in the tenancy and getting the project of the lessee/tenant approved from transferor and payment of leasing fee as prescribed in the EMP, from time to time.

20. That the transferee shall have to take water for the unit set up and other area of the said plot from the water supply system of the transferor on payment in accordance with the rates fixed from time to time. The transferee shall not dig or install any tubewell/bore well within his plot for meeting his water requirements.

Sunil Kumar Bansal

contd.....11.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

MJ
STATE OFFICER
INT. MANESAR

21. That the transferor shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the plot with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as transferor may deem fit, with power to carry out any survey of all or any part of the said plot and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the transferee shall be entitled to receive from transferor such payment for the occupation by transferor of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the transferor and the transferee or failing such agreement, the same shall be ascertained by reference to arbitration.

22. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the industrial estate and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part or land so utilized payable by transferor to the Govt. or any authority on its behalf will be recoverable by transferor from its transferees proportionately. An amount demanded by transferor on account of such external development charges will be payable by the transferee to transferor in lump-sum or in installments, as may be decided by transferor.

23. That the transferee shall pay to the transferor such proportionate external development charges spent by the transferor or as may be payable to the Government or any other
contd.....12.

Sunit Kumar Bansal

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agency by the transferor for external water supply, electricity installation, Roads, Storm, Water, Drainage, Sewerage, CETP etc. in addition to already stated in Clause 22 above, within 30 days from the date of the letter of demand failing which the transferee shall be liable to pay the sum alongwith interest @ 18% p.a. in the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot shall be liable to be resumed.

24. That the transferor may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in and upon any part of the plot and building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the conditions to be observed under the provisions of the RLA/Agreement and this deed.

25. That the transferor shall have full right, power and authority at all times, to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance of all or any of any of the terms, conditions and reservations imposed and to recover from transferee, as first charge upon the said land/building the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

26. That the transferee shall comply with all the Estate Management regulations dealing with malba, cleanliness, quantum and the quality of effluent discharge, solid waster disposal green cover obligation, vehicle parking regulations etc. among other things for proper maintenance of the industrial estate and its surrounding. Transferor shall be within its rights to ensure compliance of measuring considered necessary for its maintenance and levy charges, fines and penalties, if necessary towards achievement of its objectives.

Sunit Kumar Bansal

contd.....13.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

M.S.
ESTATE OFFICER
MT. PANESAR

27. That the transferee shall have to pay local and general taxes, rates or cesses etc. as imposed on the said plot by the competent authority from time to time.

28. That the transferee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the transferor. The maintenance & service charges will be payable on per square meter basis.

29. That the transferee agrees and undertake that he shall as far as possible, employ 75% of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana domiciles in the unit set up to be set up on plot.

30. That the transferor transfers this plot for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the transferee does not continue to remain in production and the production gets held up, transferor shall issue a notice to resume production within a period of three months. In case the transferee fails to resume production activity within the given time, the plot shall be liable to be resumed.

31. That if the transferee appoints ANY ATTORNEY, he shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatrues of the transferee duly attested by the Magistrate First Class within a week from the registration of the deed by Read.. A/D post or in person.

32. That so long as the transferee fully performs and complies with and continues to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the transferor will ensure to the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.

contd.....14.

Sunil Kumar Bansal

[Signature]

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8/3/07

संयुक्ता भव राजिस्टर
गुलमीर

IN WITNESS WHEREOF, the parties hereto respectively set their hands/seals on the dates and places hereinafter specified.

PARTY OF FIRST PART

For and on behalf of
Haryana State Industrial & Infrastructure
Dev. Corp. Ltd.

For Haryana State Industrial & Infrastructure
Dev. Corp. Ltd.
Estate Manager 
ESTATE OFFICER
HST - HANESAR

WITNESS:

Signature _____
Name _____
Residence _____
Occupation _____

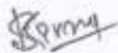
PARTY OF SECOND PART

For and on behalf of



(SUNIL KUMAR BANSAL) -

WITNESS:

Signature Kambhraj
1. Name Kamleshwar Singh, 870 Sh. Chandgi Ram Singh
Residence 270 Sector -14
Gurgaon (Haryana)
Occupation Business Man



2. Sh. Suresh Kumar Sharma -
Sh. Hari Datt Sharma -
631/5 Railway Road
Gurgaon (Haryana)


सुनील बंसल (सुनील बंसल)
गुर्गांव रोड, (गुर्गांव)

33. That the transferor will be competent to resume plot in its Industrial Estates in case an transferee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot would be done by the transferor after giving show cause notice. Upon resumption the principal amount deposited by the transferee will be refunded after deducting 10% of the price of the plot without any interest. The amount of interest and penalty, if any, paid on the installment(s), if any, shall also stand forfeited. The transferee will be free to remove the structure/debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the transferor at the transferee's cost. The transferee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.

34. That the plot once resumed shall not be restored by transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor ordering resumption. The decision of the aforesaid committee shall be final and binding.

35. That all the acts and expenses of or incidental to the execution of this deed including the cost of stamp duty, registration etc. shall be borne by the transferee.

36. That the changes made in the Industrial Policy-2005 and/or EMP by the State Govt. or transferor, from time to time, as well as the changes and guidelines issued by the State Government or transferor from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of Industrial plot and any other matter related to Estate Management shall be applicable and binding on the transferee.

contd.....15.

Sunit Kumar Bansal

MF