

3372

4



हरियाणा HARYANA



414091

Value of Plot = Rs. 10,53,000/-
 Value of NJSP = Rs. 63,200/-
 Stamp No. 1320/26-04-07

CONVEYANCE DEED

This deed of conveyance made on the 10th day of may April, 2007, between the Haryana State Industrial & Infrastructure Development Corporation Limited (hereinafter called the transferor) of the one part and **Sh. Karan Malik, Pan No. ACYPM 8616L S/o Sh. S. K. Malik, R/o 69, Ground Floor, World Trade Centre, Barakhamba Avenue, Connaught Place, New Delhi-110001** (hereinafter called the transferee) of the other part.

Whereas the residential Plot No. 317, measuring 450 sq. mtr. in Sector- 1 in Industrial Estate, **Ch. Devlal IMT, Manesar, Gurgaon**, (hereinafter called the Plot), intended to be hereby conveyed, is owned by the transferor with full proprietary rights.

Whereas the plot was allotted to the transferee in pursuance of his/her/its application for allotment of the plot on 11-03-2002 for the purpose of construction of a residential building as per the terms and conditions contained in the Regular Letter of Allotment (RLA) dated HSIDC/IPD/2002-771, dated 21-06-2002 which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment, amounting to **Rs. 10,53,000/- (Rs. Ten lacs fifty three thousand only)** towards the price of the said residential plot to the transferor.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

1

ESTATE OFFICER
 IMT - MANESAR

1320 26/4/07 63200/-
 Date: 26/4/07 worth Rs. 63200/-
 Purchaser: Sh. Karan Malik S/o S/H Malik
 Rastid: N. W. Chauhan
 Through: ...
 For: ...
 प्रलेख नं: 1320 26/4/07 63200/-

दिनांक 10/05/2007

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE OUTSIDE MC AREA
तहसील/सब-तहसील	गुडगाँवा
गाँव/शहर	मानेसर
धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई	1,053,000.00 रुपये
स्टाम्प ड्यूटी की राशि	63,200.00 रुपये
रजिस्ट्रेशन फीस की राशि	10,000.00 रुपये
पेस्टिंग शुल्क	2.00 रुपये

Drafted By: .

यह प्रलेख आज दिनांक 10/05/2007 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी HSIIDC Ltd.
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी IMT Manesar, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री HSIIDC Ltd. thru Arvind Kumar(OTHER)

उप/संयुक्त पंजीयन अधिकारी
 गुडगाँवा

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Karan Malik ब्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
 तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.R.Khatana पुत्र/पुत्री/पत्नी श्री
 निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon
 ने की।
 साक्षी नं: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं: 2 की पहचान करता है।

दिनांक 10/05/2007

उप/संयुक्त पंजीयन अधिकारी
 गुडगाँवा



हरियाणा HARYANA

414090

Now, therefore, this deed witnesseth that for the purpose of carrying into effect the Regular Letter of Allotment (RLA) dated 21-06-2002 and in consideration of the covenants of the transfer hereinafter contained and the payment of **Rs. 10,53,000/- (Rs. Ten lacs fifty three thousand only)** made by the transferee, the transferor hereby grants and conveys to the transferee all that piece and parcel of the plot on the following terms and conditions:-

1. That the transferee shall pay to the transferor such additional price of plot as is determined by the transferor as a consequence of the enhancement in compensation of land awarded by the Court (s) of competent jurisdiction. In the event of failure of transferee to pay this additional price within 30 days from the date of demand notice, the transferee shall be liable to pay it to the transferor alongwith interest @ 11% p.a. from the date of demand notice. Further, in case the transferee continues to default in payment for a period of more than Three months from the date of demand notice, the plot shall be liable to be resumed.
2. The transferee shall, after getting the plans of the proposed residential building approved from the competent authority in accordance with the regulations governing the erection of building, have to complete the construction of building over the plot within two years from the date of offer of possession. The time limit is extendable by the transferor subject to satisfaction of the transferor that non- construction of the building was due to reasons beyond the control of the transferee, otherwise the plot is liable to be resumed.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

2

ESTATE OFFICER
IMT - MANESAR

Reg. No. 3372 Reg. Year 2007-2008 Book No. 1

1320
Date of the ...
2007



विक्रेता



क्रेता



गवाह

विक्रेता
Arvind Kumar

क्रेता
Karan Malik

गवाह 1:- H.R.Khatana गवाह 2:- Mahesh Kr. Chauhan

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कर्मांक 3,372 आज दिनांक 10/05/2007 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 141 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 54 से 56 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 10/05/2007

उप/संयुक्त पंजीयन अधिकारी
गुडगांवा





06AA 098910

3. That the transferee shall pay the proportionate maintenance & service charges towards maintenance of facilities created in the Estate and services provided as per rates fixed by the transferor from time to time and as communicated by the transferor.
4. That the Government may, at any time, in the future acquire the land surrounding the Industrial Estate for any public purpose and the Government may also decide to use acquired area or part thereof in a green belt or for any other common purpose. In the event of such an occurrence, the cost of acquisition and development of that part of the land so acquired may be loaded on to the allottees in the estate. That be so, the transferee shall be liable to pay to the transferor such proportionate charges as the transferor may require to pay to the Government on this account. The amount so determined shall be payable by the transferee within a period of 30 days from the receipt of the letter of demand. If proportionate cost so demanded is not paid by the transferee to transferor within the stipulated period, the transferee shall be liable to pay it alongwith interest @ 11% p.a.. In case of non-payment of proportionate cost by the transferee within a period of Three months from the date of demand by transferor, the plot shall be liable to be resumed.
5. That the transferee shall have to take water for the building and other area of the 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/borewell within his plot for meting his water requirements.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

3

ESTATE OFFICER
ENT - MANESAR



A 145500

हरियाणा HARYANA

6. That the plot shall not be used for any purpose other than for which the plot has been allotted, i.e. for the residential purpose. The transferee shall not make any alternation/addition in the building without prior permission of the transferor and no fragmentation of the plot or building shall be permitted.
7. 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 agency by the transferor for external water supply, electricity installation, Roads, Storms Eater, Drainage, Sewerage etc. in addition to already stated in Clause 4 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 @ 11% 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. The transferee shall also pay local and general taxes, cessses or tariff as imposed on the said plot by the competent authority from time to time.
8. That the use of land and of the building shall be governed as per provisions of the zoning plan of the Estate. The permissible covered area shall also be governed as per rules & regulations of the Department of Town & Country Planning, Haryana as amended from time to time. In case of any zoning violations and deviations from the approved building plans, the transferee shall be afforded an opportunity to rectify the breach. In the event of non-compliance, the plot shall be liable to be resumed and the transferee will be required to remove building within a period of two months at their own cost.

For Haryana State Industrial & Infra-
structure Development Corporation Ltd.

ESTATE OFFICER
IMM - MANESAR



हरियाणा HARYANA

A 14549

9. That the transferor reserves to itself all mines and minerals whatsoever including sub-soil water in or under the said site 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 surface or any under ground working, and let down the surface of all any part of the said site and to sink pits, erect buildings, construct lines and generally-appropriate and use surface of the said plot for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

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

- 10 That the transferor may, by its officers and servants, at all reasonable times and in reasonable manner after 24 hours notice in writing enter in and upon any part of the plot and building erected thereon for the purpose of ascertaining that he transferee has dully performed and observed the covenants and conditions to be performed by him and observed under these presents.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

5

ESTATE OFFICER
HMT - MANESAR



हरियाणा HARYANA

A 14549

11. 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 with all or any of the terms, conditions and reservations imposed hereby or applicable under the RLA and the agreement and to recover from transferee as first charge upon the said land/building the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.
12. The transferee shall have no right to transfer, by way of sale, gift, mortgage or otherwise, the plot or any right, title or interest therein without prior permission of the transferor.
13. That the transferee shall comply with all the Estate Management regulations dealing with Malba, Cleanliness, quantum and the quality of effluent discharge, solid waste disposal, green covers obligations, vehicle parking regulations etc. among other things for proper maintenance of the industrial estate and its surroundings. Transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if any necessary, towards achievement of its objectives.
14. The policy changes and guidelines issued by the State Government or the transferor from time to time pertaining to the allotment of plot shall be binding on the transferee.

For Haryana State Industrial & Infra-structure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR



हरियाणा HARYANA

B 750998

- 15 That in the event of non-payment of any amount due within the stipulated period or on breach of any of the presents and provisions of the RLA, it shall be lawful for the transferor to order resumption of plot. The transferee shall be entitled to refund of the principal amount paid towards the price of the plot without interest after deduction of 10% of the total price of the plot. The amount of interest/penalty/other charges paid, if any, shall also stand forfeited. The transferee will be free to remove the structure/debris, if any on the plot failing which it shall be removed by the transferee at the transferee's cost. It may clarified that the transferee shall not be entitled to any payment / compensation for building constructed by it on the resumed plot.
- 16 The transferee shall pay all general and local taxes rates of cesses for the time being imposed or assessed on the said land by the Competent Authority.
- 17 That so long as the transferee fully performs and complied with and continues to so perform and comply with each and all the terms & comply with each and all the terms & 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.
- 18 That all the expenses, incidental to the execution of this deed, including stamp duty, shall be bore by the transferee.

[Signature]

For Haryana State Industrial & Infra-
structure Development Corporation Ltd.

ESTATE OFFICER
UNIT - MANESAR



हरियाणा HARYANA

B 750997

- 19 All disputes and differences arising out of or in any way touching upon concerning allotment whatsoever shall be referred to the sole arbitration of the Managing Director, HSIDC or any other officer appointed by him. The decision of such arbitration shall be final and binding on concerned parties

IN WITNESS WHEREOF, the parties hereto have set their hands/seals hereunder on the dates mentioned against their signatures.

PARTY OF FIRST PART:

for and on behalf of

Haryana State Indl. & Infrastructure Dev. Corp. Ltd.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.
Estate Officer

ESTATE OFFICER
IMT - MANESAR

Witness:

PARTY OF SECOND PART:

For and on behalf

M/s

Director/ Partner/Sole Proprietor

In the presence of witnesses

1.

Hem Raj Khetana

Advocate

Gurgaon

8

Mahesh K. Chauhan

Advocate

Distt Courts, Gurgaon