

2485

SLN06



हरियाणा HARYANA

526600



Dir/- 9,98,000/-
R/- 9,98,000/- U/s Chabdar
No-257 date 02/5/88

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT

THIS DEED OF CONVEYANCE is made at Faridabad on this 28 day of April, 2008 between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called the Vendor) of the One Part and M/s Blue Sapphire Health Cares Private Limited, Office at 309 Sector-21A Faridabad, through its Director Smt. Padmawati Pandey W/o Sh. N.K. Pandey 806 House No.822 Sector-15A, Faridabad, hereinafter called the transferee of the Other Part.

WHEREAS the land hereinafter described and intended to be hereby conveyed is owned by the vendor in full proprietary right.

AND WHEREAS the vendor has sanctioned the sale of the said land to the transferee in pursuance of his application dated _____ made under Sub-regulation (1) of the regulation (5) of the Haryana Urban Development Authority (Disposal of land & building) Regulation, 1978 (hereinafter referred to as the said regulation) to be used as a site for Hospital purpose in the Urban Area of Faridabad.

Contd. P-2

For Blue Sapphire Health Cares Pvt. Ltd.

Padmawati Pandey
Authorized Signatory

ESTATE OFFICER
HUDA FARIDABAD

A & T No. 192

FORM S.T.R. 4

(See rule S. T. R. 2.7 & 2.20)

CHALLAN

(FOR USE IN TREASURY OFFICE)

Challan No.

Challan Date. 02/5/08

(TO BE FILLED IN THE TENDERER)

Tendered By

Particulars

Amount (Rs.)

Rupees

998000

Stamp duty document
No - 2485 date 29/4/08
Nine lac ninety
eight thousand onlySub Registrar
FARIDABAD

(TO BE FILLED IN BY DEPARTMENTAL OFFICE OR THE TREASURY)

Treasury Code :

00FB0

D. D. O. Code :

0363

(On whose behalf the money is tendered)

Major Head	Sub Major Head	Minor Head	Sub Head
0030	0310	4515	1
(Head of Account)			
GOVT. CASH RECEIPT			
Rs. 998000/-			

Amount

Rs. 998000/-

Rs.

Rs.

Rs.

Rs.

Total Rs. 998000/-

सरकारी नकद प्राप्ति

GOVT. CASH RECEIPT

Rs. 998000/-

1-2 MAY 2008

Rs.

State Bank of India Faridabad-074

Serial No. 25A

Cashier

(Signature of the

Sub Registrar

FARIDABAD

Sending the money to paid in

Sub Registrar

FARIDABAD



हरियाणा HARYANA

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[2]

AND WHEREAS the vendor has fixed the tentative price of the said land sold by allotment at Rs. 498,790.99 -/- (Rupees four crore nine lakh seventy nine thousand and ninety nine paise only).

AND WHEREAS the vendor reserves the right to enhance the tentative price in the case of land sold by allotment by the amount of additional price determined in accordance with the said regulations.

AND WHEREAS the transferee, sold land by allotment has paid the tentative price and agreed to pay the additional price in the manner hereinafter appearing.

For Blue Sapphire Healthcare Pvt. Ltd.

Contd...P..3

Padmawati Pandey
Authorized Signatory

ESTATE OFFICER
HUDA FARIDABAD



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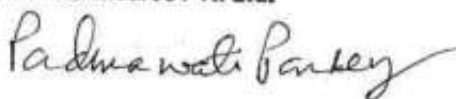
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[3]


NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee, hereinafter contained and the said sum of Rs. 49879099-/- (Rupees Four crore ninety eight lakh seven thousand nine hundred and ninety nine only) paid by the transferee and the undertaking of the transferee to pay the additional price, if any, determined to be paid by the transferee, within a period of thirty days of the date of demand made in this behalf by the Estate Officer, without interest of in such number of instalments with interest as may be determined by the Chief Administrator, the vendor hereby grants and conveys unto the transferee all the piece and parcel of Hospital Site in Sector-21A measuring 12019 sq.mts of the Urban Estate at Faridabad and more particularly described in the plan filed in the office of the Estate Officer, signed by the Estate Officer Drg. No. dated (hereinafter called the said land.)

Contd...P..4

For Blue Sapphire Healthcare Pvt. Ltd.



Authorised Signatory


ESTATE OFFICER
HUDA FARIDABAD



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[4]

To have and to hold the same unto and to the use of the transferee subject to the exceptions, reservations and conditions covenants hereinafter contained each of them that is to say :-

1. The transferee shall have the right of possession and enjoyment so long as he pays the additional price, if any, determined by the vendor within a period fixed as aforesaid and otherwise confirms to the terms and conditions of sale.
2. The vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price and the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the land or any right title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator, from time to time.

For Blue Sapphire Healthcare

Contd...P.5

✓ *Padmansali Pandey*
 Authorised Signatory

[Signature]
 ESTATE OFFICER
 HUDA



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[5]

3. That vendor reserves to himself all mines and minerals whatsoever in or under the said site with such all rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the vendor shall think fit, with power to carry out any surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site 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 the vendor such payment for the occupation by him of the surface and for the damage done to the surface or buildings on the said land such works or working of letting down as may be agreed upon between the vendor and the Transferee or failing such agreement as shall be ascertained by reference to arbitration.

For Blue Sapphire Healthcare Pvt. Ltd.

Contd...P..6

✓ Padmawati Pandey
Authorised Signatory

ESTATE OFFICER
HUDA



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4. The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by the competent authority.
5. The transferee shall have to complete the construction within two years from the date of offer of possession on the said land, in accordance with the relevant rules/regulations.

Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the transferee.

6. The transferee shall not erect any building or make any addition, alteration without prior permission of the Estate Officer. No fragmentation of any land or buildings shall be permitted.

Contd...P..7

For Blue Sapphire Healthcare Pvt. Ltd.

✓
Padmanavati Pandey
Authorised Signatory

ESTATE OFFICER
MUDA FARIDABAD



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7. The vendor may be his officers and servants at all reasonable times and in a reasonable manner after twenty four hour's notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
8. The vendor shall have full rights, powers and authority all time to do through 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 herein contained and to recover from the transferee as first charge upon the said site, the costs incurred in connection therewith or in way relating thereto.
9. The transferee shall not use the said and for any purpose other than that for which it has been sold nor shall he use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules/regulations made under the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act).

For Blue Sapphire Healthcare Pvt. Ltd.

Contd...P..8

Padmawati Pandey

Authorised Signatory

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10. The transferee shall accept and obey all the rules/regulations and orders made or issued under the Act.
11. In the event of non payment of the additional price within the fixed period by the transferee or in the event of the breach of any other condition of sale, the Estate officer may impose a penalty or resume the land or both in accordance with the provisions of Act and the rules/ regulations made thereunder.

In the event of resumption, it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the Transferee shall not be entitled to refund of the sale price of any part thereof or any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.

For Blue Sapphire Healthcares Pvt. Ltd.

Contd...P..9

Padmanavati Pandey

Authorised Signatory

ESTATE OFFICER

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12. All the disputes and differences arising out of or in any touching or concerning this deed whatsoever, shall be referred to the sole arbitration of the Chief-Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government Servant or an officer of the Authority; that he had to deal with the matter to which this deed relates and that in the course of his duties as such Government servant or officer as the case may be, he has expressed, his views on all or any of the matter in the dispute or differences. The decision of such arbitrator shall be final and binding on the parties to this deed.

If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all terms and conditions herein made and provided but not otherwise, the vendor will secure the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

For Blue Sapphire Healthcare Pvt. Ltd.

Contd...P..10

Padmanabhi Pandey
Authorised Signatory

ESTATE OFFICER
HUDA FARIDABAD



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[10]

AND It is hereby agreed and declared that unless a different meaning shall appear from the context:

- a) The expression 'Chief Administrator' shall mean Chief Administrator of the Authority as defined in clause(e) of section(2) of the Act.
- b) The expression 'Estate officer' shall mean person appointed by the Authority under clause (1) of Section(2) of the Act to perform the functions of Estate Officer under the act in one or more than one Urban Area.
- c) The expression 'vendor' used in these presents shall include in addition to the Haryana Urban Development Authority and in relation to any matter or anything contained in or arising out of these present every person duly authorised to act or to represent the Haryana Urban Development Authority in respect of such matter or thing.
- d) The expression 'Transferee' used in these presents shall include, in addition to the said M/s Blue Sapphire Health Cares Private Limited, Office at 309 Sector-21A, Faridabad, through its Director Smt. Padmawati Pandey W/o Sh. N.K.Pandey R/o House No.822 Sector-15A, Faridabad, its lawful heirs, successors, representatives, assignees, lessees and any person or persons in occupation of the land or building erected thereon with the permission of the Estate Officer.

For Blue Sapphire Healthcares Pvt. Ltd.

Contd... P..11

Padmawati Pandey

Authorised Signatory



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[11]

IN WITNESSES WHEREOF the parties hereto have hereunder respectively subscribed their names at the places and on dates hereinafter, in each case specified.

Signed by the said M/s Blue Sapphire Health Cares Private Limited through its Director Smt. Padmawati Pandey at Faridabad on the _____ day of _____ 2008

A Authorised Person

Padmawati Pandey

Authorised Signatory

In the presence of witnesses:

1. Name Shell Jhanb
Resident 1260/14, Faridabad
Occupation Business
2. Name Muniraj Nagar
Resident of B-410, Nehru Ground, FBD
Occupation Service

Shell Jhanb

Muniraj Nagar

Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority at Faridabad on the _____ day of _____ 2008

ESTATE OFFICER
HUDA FARIDABAD
ESTATE OFFICER

In the presence of witnesses:

1. Name _____
Resident of _____
Occupation of _____

Sushant Guleri
Asstt.

2. Name HIRA BALLABH
Resident of _____
Occupation CLERK



हरियाणा HARYANA

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For Blue Sapphire Healthcare Pvt. Ltd.,

Padmawati Pandey

Authorised Signatory

ESTATE OFFICER
HUDA, FARIDABAD