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OF SUB, REGISTRAR

- 4 DEC 2017

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CONVEYANCE DEED

THIS CONVEYANCE is made BETWEEN THE GOVERNOR OF HARYANA (hereinafter called "the Government") of the one part and Northern India Iron & Steel Company Limited, a company with limited liability incorporated under the Indian Companies Act 1956 and having its registered office at 118, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi (India) (Hereinafter called "The Company" which expression shall where the context so admits include its successors in title and assigns) of the other part.

WHEREAS the Company had requested the Government to grant it certain land for the purpose of constructing a factory and ancilliary buildings for the manufacture of steel castings at G.T.Road, Ballabgarh in the State of Haryana.

and whereas the Government, being satisfied that establishment of a factory for manufacture of steel castings would be for a public purpose, acceded to the request of the Company and has acquired, under the provisions of the Land Acquisition Act, 1894 a piece of land measuring 48 kanals. 5 marlas (hereinafter referred to as "the said land"),

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This deed of conveyance has been presented by M/s. Norther Iron and Steel Company ismitted, 20/3, M. Scone, Faridabad, Mool chand Jain son of Shri Puran Ial Jain, resident of Ja Ballabgarh Matt. Fariables, wender for registration befor the office of Sub Registrar, Ballabgarh today on this 24th

Presentor:

J. Sub Registra Ballabgarh

Sh. Mooi crand Jain

Mod Chana Jay

Hewing satisifed myself that this conveyence deed executed by the Financial Commissioner and secretary to G of Haryana, industrial Deptt. and he has been dispensed at tendance and squatures in his officially capacity hance t is accepted for registration. The said vender has been iden shri Bharat Bal Singh, Mayocate Ballabgarh andshri Honsa Kh Numberder, Keilgeon, Parideced, Witness No. 1 is personally me who identifies the 2nd witness.

> J. sub Registrer. Ballahgarh.

Vendoe

Mit. No. 1

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Sh. Mool chand Jain More chan

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Cortified that the singularities of the sitnesses a is ben taken in my presence.

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J. Sub Registrar. Dallabg arh situated in village Mujesar, Tehsil Ballabgarh, Dist.Faridabad in the State of Haryana, and described more fully in the Schedule hereto annexed and delineated in the map hereto attached.

AND WHEREAS the said land has now absolutely vested in the Government free from all encumberances;

AND WHEREAS the Government has agreed to transfer the said land to the Company on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of the sum of Rs.1,32,000/- deposited in State Bank of India, Ballabgarh on 25.4.73 paid by the Company to the Government(the receipt of which the Government hereby acknowledges) and the undertaking of the company to pay to the Government such further amount as it may at any time become liable to pay under clause 2(5) of this deed the Government HEREBY CONVEY AND GRANTS unto the Company ALL THAT the said land, measuring 48 kanals 5 marlas mentioned hereinbefore and described more fully in the Schedule hereto annexed TOGETHER

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WITH THE BUILDINGS AND OTHER STRUCTURES erected thereon or on some part or parts thereof and all trees, fences, hedges, ditches, wells, sewers, drains, tanks, watercourses, paths, rights, liberties, privileges, easements, advantages, appendages and appurtenances whatsoever to the said land or any part thereof belonging or in any wise appertaining thereto or usually held, used occupied or enjoyed therewith or reputed or known as part or parcel thereof or appurtenant thereto and TOGETHER ALSO with the estates, right, title and interest into or out of or upon the said land and premises to HAVE AND TO HOLD THE same unto and to the use of the Company as from 25th June, 1963. the date on which the possession of the said land was made over to the company free from all encumbrance, subject to the exceptions reservations, conditions and convenants hereinafter contained and each of them.

- 2. THE COMPANY HEREBY CONVENANTS with the Government that it shall -
- (1) use the said land exclusively for all or any of the purposes of a factory for the manufacture of Steel Castings etc. as the Company may manufacture and such other products as the Government may approve and for no other purpose.

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- (2) Complete construction of the factory building on the said land within two years of the date of delivery of possession of the said land to it;
- (3) Construct the factory building in accordance with the plans approved by the Chief Inspector of Factories, Haryana or any other authority prescribed by law.
- (4) not transfer by way of sale, gift, exchange, mortgage or otherwise the said land or the buildings constructed thereon or any right, title or interest therein without prior written permission of the Government.
- have to be paid by the Government in addition to the sum of Rs.1,32,000/- on account of the assessment or enhancement of the compensation payable in respect of the acquisition of the said land and all costs, charges and other expenses what-so-ever relating thereto resulting from any reference appeal or writ petition etc. to any court or authority,
- (6) pay, from the date of delivery of possession of the said land to the company, all such taxes land revenue or other charge that are payable or that may hereafter be payable on or in

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respect of the said land and any buildings and structures thereon under any law that is in force or that may hereafter be enforced.

- (7) offer employment on priority basis to the persons and or their progeny, ousted from the said land in the factory to be set up thereon.
- 3. The Government HEREBY CONVENANTS with the Company as follows:
- (1) That the interest which the Government hereby professes to transfer subsists and the Government has good right full power and absolute authority to convey the said land and premises unto the Company in the manner afore-said free from all encumberances.
- (2) That subject to the provisions of sub-clause (1) to (6) of clause 4 hereof the Company shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and premises and receive the rents, issues and profits thereof without any eviction, interruption or disturbance what-so-ever by the Government or any person or persons lawfully claiming through; under or in trust for the Government.

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- request and cost of the Company do and execute or cause to be done and executed all such acts, deeds and things what-so-ever for the further better and more perfectly assuring the said land and premises and every part thereof unto the Company in manner afore-said as may be reasonably required by the Company.
- 4. IT IS HEREBY AGREED BY and between the parties hereto as follows:
- compulsorily or voluntarily (save for the purpose of amalgamation or reconstruction) and the Company through its Liquidator failing to obtain the Governments permission to transfer the said land with the buildings constructed thereof in terms of clause 2(4) thereof or if the company shall fail to observe and perform any of the convenants on its part contained in this deed then and in either such case the Government may resume the said land by serving a notice on the Company in the manner provided in sub-clause (6). The notice shall indicate the reasons for resumption of the said land and shall require the Company to remove and dispose of for its own benefit all buildings and other structures constructed on the said land and all machinery and other fittings fixed therein or lying thereon with a period

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of not more than 18 months from the date of service of the notice on the Company.

- (2) From the date of service of the notice referred to in sub clause (1) of the said land shall stand resumed and vest in the Government.
- (3) If the Company fails to remove the buildings and other structure constructed on the said land or the machinery and other fittings fixed therein or lying thereon within the afore-said period of 18 months all such buildings, structures, machinery and other fittings as are not removed shall vest in the Government on the date next following the date of expiry of the afore-said period of 18 months.
- (4) On the expiry of the afore-said period of 18 months or as soon thereafter as may be, the Government shall be entitled to take possession of the said land together with such buildings structures, machinery, and other fittings etc. as have not been removed by the Company within the afore-said period.
- buildings, structures, machinery and other fittings, has been taken by the Government in pursuance of sub-clause (4), the Company shall be paid such amount of compensation as shall be equivalent to the amount of compensation that had to be paid f acquisition of the said land less 15 percent or market value of ATTERTER

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the said land only, whichever shall be lesser.

- (6) The notice referred to in sub clause (1) shall be served on the company by sending it to the Registered Office of the Company by Registered Post (Acknowledgement Due).
- 5. All the costs and expenses of an incidental to the preparation and execution of this Deed including stamp duty and registration fee shall be borne by the Company.
- concerning any clause or matter herein contained or the construction of any provision hereof or the rights and liabilities of the parties hereto hereunder or otherwise touching this Deed or the subject matter hereof shall be referred to the arbitration of two arbitrators, one to be appointed by each of the parties hereto, and in case of difference of opinion between them, to an umpire appointed by the said arbitrators before entering on the reference, and the decision of the arbitrators or the umpire, as the case may be, shall be final and binding on the parties.

SCHEDULE OF LAND SITUATED IN VILLAGE MUJESAR, TEHSIL BALLABGARH, DISTRICT FARIDABAD ACQUIRED FOR MESSRS NORTHERN INDIA IRON AND STEEL COMPANY LIMITED FOR WHICH CONVEYANCE DEED WAS TO BE EXECUTED

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IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED AT PLACES AND ON THE DATES MENTIONED UNDER THEIR RESPECTIVE SIGNATURES.

EXECUTED for	an	on behalf of
the Governor	of	Haryana

Francial Sommissioner & Scoret

Gert Haryana Including Depit

In the presence of CHANDIGARH

1. (P.S. Kohli)
Under Secretary to

Gort, Haryana Industries

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EXECUTED for an on behalf of the Company

In the presence of

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