



हरियाणा HARYANA

2153

615386

27.03.09

Total Cost of Plot = Rs. 1,24,80,000/-

Cost of NJSP = Rs. 6,24,000/-

CONVEYANCE DEED

This deed of conveyance made on the 27 day of 03 in the year 2009 between "The Haryana State Industrial & Infrastrucutre Development Corporation Limited, Registered Office C 13 & 14, Sector 6, Panchkula", hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and Arcotech Limited, having its registered office at Plot No. 181, Sector-3, Growth Centre, Bawal, hereinafter called the transferee of the other part of the conveyance deed, which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc. through its authorized signatory namely Sh. Arvind K Saraf.

Whereas the Plot hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

Whereas Industrial Plot No. 181, Sector 3 at Growth Centre, Bawal measuring 20,800 Sq Mtrs. was allotted to the transferee, in pursuance to its application for allotment of the plot, vide Regular Letter of Allotment (RLA), dated 13.9.2000, Agreement dated 12.10.2000 for the purpose of setting up of project of manufacturing of copper and bras strips and foils contained in the RLA, which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment amounting to Rs. 1,24,80,000/- (Rupees One Crore Twenty Four Lakhs Eighty Thousands only) (i.e. 20,800 Sqm. @ Rs. 600/- Per Sqm. = Rs. 1,24,80,000/- as per allotment letter dated 13.9.2000, as on date, towards the price of the said Plot.

24877



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2153

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CONVEYANCE DEED

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NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the Regular Letter of Allotment (RLA) and the Agreement and further in consideration of the said sum of Rs. 1,24,80,000/- (Rupees One Crore Twenty Four Lakhs Eighty Thousands only) (i.e. 20,800 Sqm. @ Rs. 600/- Per Sqm. = Rs. 1,24,80,000/- as per allotment letter dated 13.9.2000, paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 181 Sector-3 at Growth Centre, Bawal measuring 20,800 sq. mtrs. on the following terms and conditions:

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 matters/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 penal 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 leveling 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 has implemented the project for which the aforesaid plot has been allotted. Implementation of the project means commencement of commercial production after coverage of construction in accordance with the norms specified in the Estate Management Procedure (EMP) as amended from time to time after installation of the plant & machinery.

For Haryana State Indl. & Infas Dev Corpn Ltd.

For ARCOTECH LIMITED



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4. That the transferee has implemented the project for which the aforesaid plot has been allotted. Implementation of the project means commencement of commercial production after coverage of construction in accordance with the norms specified in the Estate Management Procedure (EMP) as amended from time to time after installation of the plant & machinery.
5. That the transferee has implemented the project for which the aforesaid plot has been allotted. Implementation of the project means commencement of commercial production after coverage of construction in accordance with the norms specified in the Estate Management Procedure (EMP) as amended from time to time after installation of the plant & machinery.
6. That the transferee has implemented the project for which the aforesaid plot has been allotted. Implementation of the project means commencement of commercial production after coverage of construction in accordance with the norms specified in the Estate Management Procedure (EMP) as amended from time to time after installation of the plant & machinery.
7. That the transferee shall use and utilize the aforesaid Plot 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.



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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.
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 transferor. 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.
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/her/its 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.



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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.

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 of majority shareholding shall also be treated as transfer.
15. That for seeking permission for further transfer of the aforesaid Plot, the transferee 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 30 days from the date of proposed Agreement to Sell, failing 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.

For Haryana State Indl. & Infas Dev Corpn Ltd.

[Signature]
Estate Manager

For ARCOTECH LIMITED

[Signature]
Arvind K. Saraf
Chairman



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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 fail 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.
17. That the transferee being a public limited company listed with recognized stock exchange, change in constitution may be allowed subject to the conditions that the transferee or his associates (family members) retain the largest shareholding 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.

For Haryana State Indl. & Infas Dev Corpn Ltd.

Estate Manager

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman



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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.
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 estates 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 of 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.



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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 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 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 obligations, 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 measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

For Haryana State Indl. & Infas Dev Corpn Ltd.


Estate Manager

For ARCOTECH LIMITED


Arvind K. Saraf
Chairman



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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 undertakes that he/she/it 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/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. 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 & 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.

For Haryana State Indl. & Infas Dev Corpn Ltd.

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman

Estate Manager



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33. That the transferor will be competent to resume plots/sheds 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.

For Haryana State Indl. & Infas Dev Corpn Ltd.

[Signature]
Estate Manager

For ARCOTECH LIMITED

[Signature]
Arvind K. Saraf
Chairman



हरियाणा HARYANA

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IN WITNESS WHEREOF, the parties to this deed have set their hands/seals on the dates mentioned against their signatures.

PARTY OF FIRST PART

for and on behalf of
Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Manager

Witness:

Signature:

Name:

Residence:

Occupation:

PARTY OF SECOND PART:

for and on behalf of
M/s Arcotech Limited

Witness:

Signature:

Name:

Residence:

Occupation:

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman

RADHANATH PATTANAYAK, S/O - U. N. PATTANAYAK

95-9F, Ashoka Enclave Part III FARIDABAD, HR

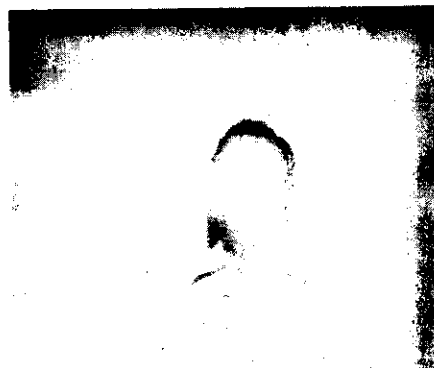
Company Service

367
8240600

4000
Tombury
Bawal

20/19/3109

Reg. No. 2153 Reg. Year 2008-2009 Book No. 1



विक्रेता
रामचन्द्र

क्रेता

गवाह

विक्रेता
रामचन्द्र

क्रेता

अरविन्द कुमार सराफ

गवाह 1:- रामनाथ नम्बरदार

गवाह 2:- राधा नाथ पटनायक

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,153 आज दिनांक 27/03/2009 को बही नं: 42 के पृष्ठ नं: 190 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 668 के पृष्ठ सख्या 42 से 52 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 27/03/2009

उप/सहायक पंजीयन अधिकारी
बावल



SITE & LOCATION PLAN FOR "M/s ARCOTECH LTD"

AT PLOT NO - 181 SECTOR NO. 3 GROWTH

CENTER BAWAL DISTT. REWARI HARYANA

TOTAL AREA OF PLOT = $426'-5" \times 524'-10" = 24875.50$ SQYARD

PLOT NO - 181 $426'-5" (130.00M)$

$524'-10" (160.00M)$

PLOT NO

181

N

R

O

A

D

R

O

A

D

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman

SIG. OF DIRECTOR

For Haryana State Indl. & Infra Dev Corpn Ltd.

Estate Manager

BHAGAT & ASSOCIATES

R.K. Bhagat

Architect, Valuers

Bhaini Gate, Rewari

ARCHITECT



हरियाणा HARYANA

615373

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman



हरियाणा HARYANA

615374

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman



हरियाणा HARYANA

615375

For ARCOTECH LIMITED

Arvind K. Saraf



हरियाणा HARYANA

615376

For ARCOTECH LIMITED

Arvind K. Saraf



हरियाणा HARYANA

615377



हरियाणा HARYANA

615378



हरियाणा HARYANA

615379

For ARCOTECH LIMITED



हरियाणा HARYANA

615380

For ARCOTECH LIMITED



हरियाणा HARYANA

615381

For ARCOTECH LIMITED

Arvind K. Saraf
Chairman



हरियाणा HARYANA

615382


For ARCOTECH LIMITED



हरियाणा HARYANA

615383

For ARCOTECH LIMITED


Arvind K. Saraf
Chairman



हरियाणा HARYANA

615384

For ARCOTECH LIMITED



हरियाणा HARYANA

615385



हरियाणा HARYANA

268988



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



हरियाणा HARYANA

A 113702

For ARCOTECH LIMITED



हरियाणा HARYANA

A 113703

For ARCOTECH LIMITED

Arvind K. Saraf



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000



ONE THOUSAND RUPEES

Rs.1000

हरियाणा HARYANA

A 113701

For ARCOTECH LIMITED