Sahibabad Press, Haryana

सब-रजिस्ट्रार

17.3

क्रम संख्या 077

दस्तावेज पेश करने वाले का नाम

दस्तावेज को तकमील करने वाले

और तकमील की तारीख

पेश होने की तारीख

की किस्त और

मआवजे की रकम 3482445.80

540.00

स्टाम्प मूल्य

प्राप्त हुए शुल्क, रजिस्ट्री शुल्क, नकल

शुल्क की रकम का जोड़ और कि०

शब्दों की संख्या 57-6 रकम

रजिस्ट्री अधिकारी के हस्ताक्षर

Stamp Rs 5,40,000/-

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT

This deed of Conveyance made at Faridabad on this 17th day of March 1998 between the HUDA Acting through the Estate Officer, (hereinafter called the Vendor) of the one part : and Century NF Castings (A Divn. of Century Alum.Mfg.Co.Ltd.), Plot No. 1, Sector – 25, Faridabad through Shri Mohan Agarwal, S/o Shri G.S. Agarwala, R/o N-8C, Saket, New Delhi - 110017 as Director of the Company duly authorised by Board Resolution (hereinafter called the transferee) of the other part.

Whereas the land hereinafter described and intended to be hereby conveyed was owned by the Vendor in full proprietory rights.

AND WHEREAS the Vendor has sanctioned the sale of the said land to the

Contd...2

ESTATE OFFICER
HUDA, FARIDABAD

No. 5479 Date 10/3/88

Name MS. Contact N.F. Castings (A Division of Century Aluminium Mfg. Ltd)

S/o — Village Faridabad

C. Deed fo 34824.50/-

Favour (E.O. HUDA Fbd)

Executive Engineer
FARIDABAD

17.3.88

लाड

मोहन अग्रवाल

मोहन अग्रवाल

केशव चन्द

मोहन अग्रवाल

Lad

श्री मोहन अग्रवाल

मोहन अग्रवाल

N.S. Gahlawat Sta. Mala Singh R/o 1388/14. Faridabad

Witness No 2

17.3.88

Lad

M.K. GAUR
ADVOCATE
Distt. Courts Sector.12 FBD.

हरियाणा राज्य औद्योगिक विकास निगम लिमिटेड

Haryana State Industrial Development Corporation Ltd.

(A State Government Undertaking)

By hand

No.HSIDC:LEGAL:2005: 33
Dated: 25.04.05

The State Bank of India,
SSI Branch Bhowanipore, Kolkata,
"Constantia Building" (2nd floor),
11, Dr. U.N. Brahmahari St.
Kolkata-700017.

Subject: **Release of original title deed- M/s Century NF Castings (a unit of M/s Century Aluminium Mfg. Co. Ltd.).**

Dear Sirs,

Please find enclosed herewith conveyance deed in original bearing No. 10111 dt. 17.03.1998 executed by Estate Officer, HUDA, Faridabad in favour of M/s Century NF Castings (a Division of Century Aluminium Mfg. Co. Ltd.) in respect of Plot No.1, Sector 25, Faridabad. The above mentioned property was hypothecated/mortgaged in favour of the Corporation to secure the financial assistance granted by the Corporation to M/s Century NF Castings (a Division of Century Aluminium Mfg. Co. Ltd.). Now, as the company has repaid the entire dues of the Corporation, therefore, the title deed in original is being released to your bank being the lead banker of second charge holders on the fixed assets of the company situated at Plot No. 1, Sector 25, Faridabad.

Please acknowledge the receipt of the same.

Thanking you,

Yours faithfully,
For Haryana State Indl. Dev.Corpn. Ltd.,

Asstt. General Manager(L)

Encl: As above.

CC to: M/s Century NF Castings (a division of M/s Century Aluminium Mfg. Co. Ltd.).
113, Park Street, Poddar Point, North Block,
3rd Floor, **Kolkata.**
- for information please.

2. ICICI Bank Ltd.,
Rasoi Court, 20, Sir R.N. Mukherjee Road,
Kolkata-700001.- for information.

HSIDC- your partner in progress

CENTURY NF CASTINGS

(A DIVISION OF CENTURY ALUMINIUM MFG. CO. LTD.)
Manufacturers of :
ALUMINIUM AND ZINC BASED ALLOYS AND DIE CAST COMPONENTS

IRQS Approved
ISO/TS 16949:2002
IRQS
IAO-SMMT-01006

PLOT NO. 1, SECTOR-25, FARIDABAD-121 004 (HARYANA)
Phones : 0129-2238059, 5066001, 2235351-55 Fax : 0129-2235356, E mail : cnfc@cnfcindia.com, Website : www.cnfcindia.com

Ref. No.: CNFC/2005-06/ 4266

March 30, 2006

State Bank of India,
SSI Bhowanipore Branch,
11, Dr. U.N. Brahmachari Street,
KOLKATA-700 017.

Sub: Creation of Mortgage over Factory Land & Building at Plot No.1, Sector-25, Faridabad.

Dear Sir,

We have pleasure in informing you that HUDA has given its consent to mortgage the plot of land on Plot No.1, Sector-25, Faridabad owned by the company in favour of the consortium bankers led by State Bank of India. Xerox copy of their consent letter is enclosed herewith for your record.

Now you are requested to kindly arrange for creation of charge on the subject land in favour of the consortium bankers and let us know the other formalities which are required to be done by the company.

Thanking You,

Yours faithfully
For Century NF Castings
(A Div. of Century Aluminium Mfg. Co. Ltd.)

(Rajkamal Saraogi)
Vice President

Encl: As above.

CC: ICICI Bank Limited,
NBCC Place, Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
NEW DELHI-110003.

CC: UTI Bank Ltd.
Statesman House,
148, Barakhamba Road,
NEW DELHI-110 001.

प्रेषक

सम्पदा अधिकारी,
हरियाणा शहरी विकास प्राधिकरण,
फरीदाबाद

सेवा में,

M/s Century NF Casting
Plot No 1 Sector-25
Faridabad.

यादी क्रमाँक 13401 दिनाँक 28/3/06

विषय : शहरी सम्पदा, फरीदाबाद सैक्टर 025 में वर्गगज 9800 के प्लाट नं० 001 की मोर्ट गेज करने की अनुमति बारे ।

उपरोक्त विषय पर आपको नाम पत्र दिनाँक 10-3-06 के संदर्भ में ।

२. शहरी सम्पदा, फरीदाबाद के सैक्टर 25 में 9800 वर्गगज के प्लाट नं० 001 जो कि आपके नाम अलाट हैं, आपको (Consortium Bankers Lead by State Bank of India) के नाम मोर्टगेज करने की अनुमति निम्नलिखित शर्तो के आधार पर प्रदान की जाती है :-

(क) प्लाट के मूल्य के प्रति जो शेष देय राशि तथा ब्याज़ अदा किया जाता है उसके प्रति प्लाट की मलकियत पर हरियाणा शहरी विकास प्राधिकरण का परामाउन्ट चार्ज होगा तथा State Bank of India (Consortium bankers Lead by) का सैकेण्ड चार्ज़ होगा ।

(ख) यदि उक्त प्लाट की भूमि का मूल्य मालिक के द्वारा भूमि अधिग्रहण एक्ट 1894 की धारा 10 के अधीन दायर की गई अपील में अदालत द्वार बढ़ाया जाये तो प्राधिकरण के ऐसे बढ़ाये गये मूल्य को आप द्वारा अदा किये जाने तक उक्त प्लाट के प्रति हरियाणा शहरी विकास प्राधिकरण का प्रथम पैरामाउन्ट चार्ज होगा तथा State Bank of India (Consortium Bankers Lead by) का द्वितीय चार्ज होगा ।

(ग) यदि इस प्लाट का कब्जा देते समय आपको अलाट हुए प्लाट का साइज बढ़ जाता है तो ऐसे बढ़े हुए एरिया का मूल्य आपको अदा करना होगा । उक्त राशि अदा किए जाने से प्लाट की मालकियत पर हरियाणा शहरी विकास प्राधिकरण का प्रथम चार्ज होगा ।

(घ) यदि आप नियतन पत्र को शर्तों के अनुसार प्लाट का निर्माण करने में असमर्थ रहते हैं और अलाटमेंट की दूसरी शर्तों का उल्लंघन करते हैं तो ऐसी अवस्था में प्लाट का अलाटमेंट कैन्सल करके रिज्यूम किया जा सकेगा और जो राशि आप द्वारा पहले अदा की जा चुकी है उस राशि को अथवा उसके कुछ भाग को भी सम्पदा अधिकारी की इच्छा पर जब्त किया जा सकता है ।

(ड) भविष्य में प्लाट किसी संस्था के नाम पर गिरवी रखने की अनुमति नहीं दी जाएगी ।

सम्पदा अधिकारी
हरियाणा शहरी विकास प्राधिकरण
फरीदाबाद

transferee in pursuance of his application dated 30-1-1995 made under sub-regulation (1) of the regulation (5) of the HUDA (Disposal of Land and Buildings) Regulations, 1978 (hereinafter referred to as the said regulations) to be used as a site of Industrial purpose in the Urban Area of Faridabad.

AND WHEREAS the Vendor has fixed the tentative price of the said land sold by allotment of Rs. 34,82,441.80 (Rupees Thirty four lacs eighty two thousand four hundred forty one and paise eighty only).

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

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

NOW THEREFORE, this deed witnesses that for the purpose of carrying into effect the said sale and in consideration of the convenants of the Transferee, hereinafter contained and the said sum of Rs. 34,82,441.80

Contd...3

ESTATE OFFICER
HUDA, FARIDABAD

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(Rupees Thirty four lacs eighty two thousand four hundred forty one and paise eighty 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 or in such number of instalments with interest as may be determined by the Chief Administrator, the Vendor hereby grants and conveys into the transferee all the piece and parcel of site No. 01, Sector 25 of the Urban Estate, at Faridabad area in 9800 sq. yards and more particularly described in the plan filed in the office of the Estate Officer, signed by the State Office Dr. No. ---------- dated ---------- (hereinafter called the said land).

To have & to hold the same unto and to the use of the Transferee subject to the exceptions, reservations & conditions, convenants hereinafter contained each of them that is to say;

1. The Transferee shall have the right possession & enjoyment so long as he pays the additional price, if any, determined by the Vendor within period fixed as aforesaid & otherwise conforms to the terms and conditions of sale.

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ESTATE OFFICER
HUDA, FARIDABAD

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10/3/56

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/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.

3. The Vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing, 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 the occupation by him of the surface and for the damage done to

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ESTATE OFFICER
HUDA, FARIDABAD

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10/3/98

the surface or building on the said land by such works and workings or 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.

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 competent authority.

5. The Transferee shall have to complete the construction within two years from the date of offer or 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.

7. The Vendor may by his officers & servants at all reasonable time and

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ESTATE OFFICER
HUDA, FARIDABAD

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1/3/58

in a reasonable manner after twenty four hours notice in writing enter in & open any part of the land/building erected therein for the purpose of ascertaining that the Transferee has duly performed & observed the convenants & conditions to be performed and observed by him under these presents.

8. The Vendor shall have full rights, power and authority at all times to do through officers or servants all acts and things which may be necessary/expedient/purpose of enforcing compliance with all or any of the terms, conditions, reservations herein contained & to recover from the Transferee as first charge upon the said site the cost of doing all or any such acts and things and all costs incurred in connection therewith or in way relating thereto.

9. The Transferee shall not use the said land for any purpose 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 HUDA Act, 1977 (hereinafter referred to as the Act).

10. The Transferee shall accept and obey all the rules/regulations and orders made or issued under the act.

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ESTATE OFFICER
HUDA, FARIDABAD

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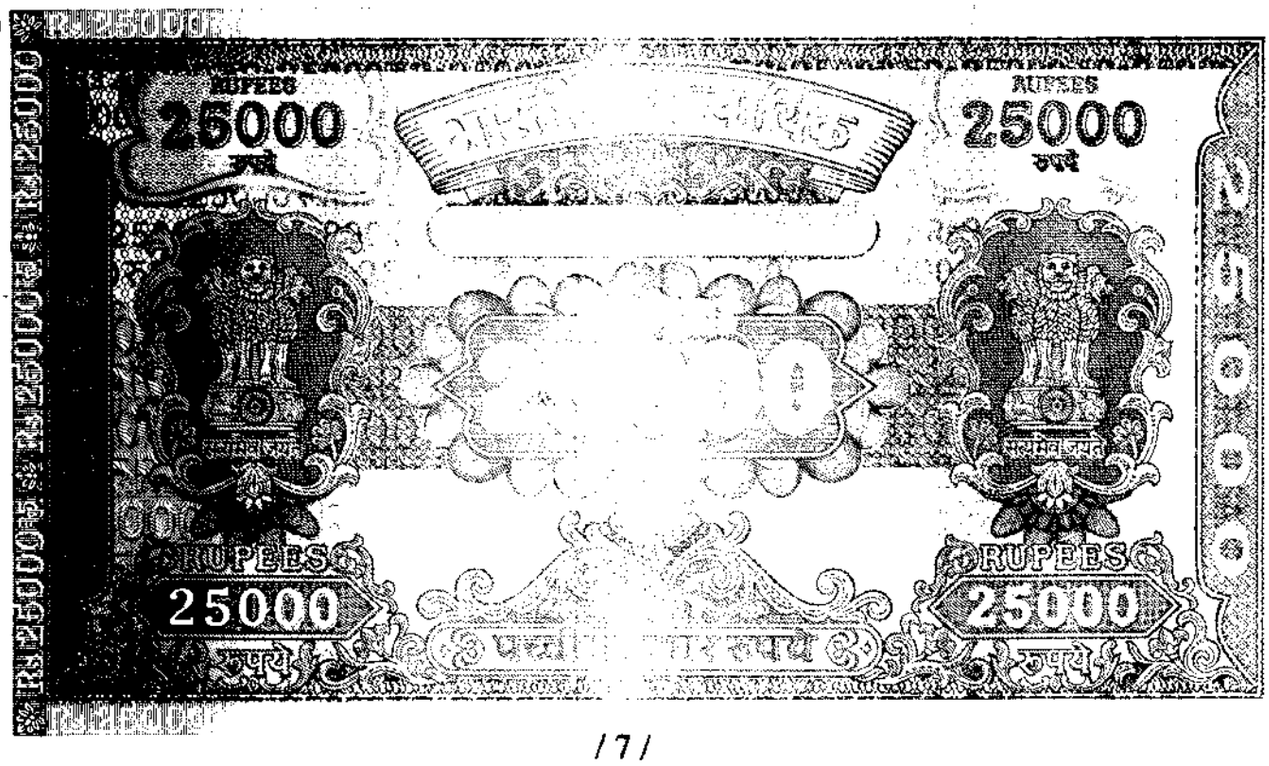
10/3/58



11. In the event of non- payment of the additional price within the fixed period by the transferee or in the event of breach of any other condition of sale, the Estate Officer may impose a penalty/resume the land/both in accordance with the provisions of the 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 re-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.

12. All disputes and differences arising out 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 difference. The decision of such arbitrator shall be final and binding on the parties to this deed.

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ESTATE OFFICER
HUDA, FARIDABAD

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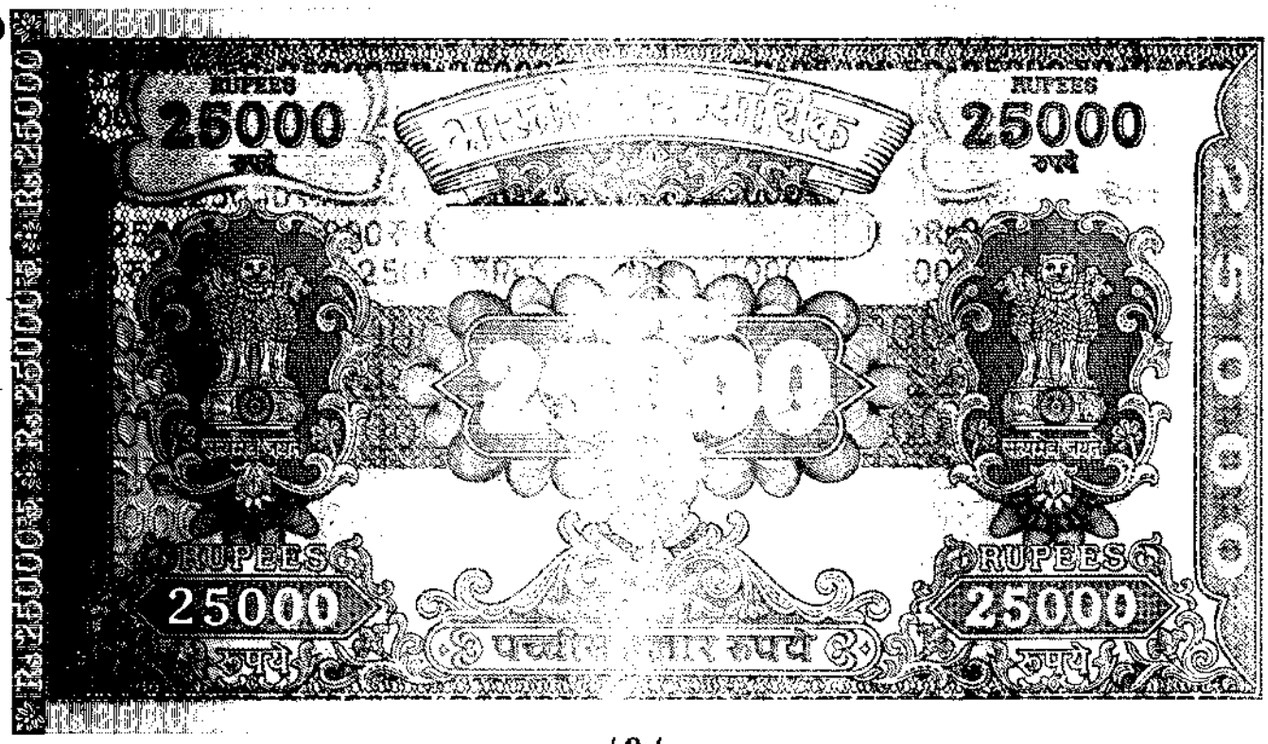
10/3/38



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 the terms and conditions herein made and provided but not otherwise the vendor will secure the transferee full and peaceful enjoyment of the rightly & privileges herein & hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:-

a) The expression Chief Administrator shall mean person Chief Administrator of the authority as defined in clause (e) of the Section (2) of the Act.

b) The expression Estate Officer shall mean person appointed by the authority & clause (1) of section (2) of the Act to perform the functions of Estate Officer under the Act in one or more the Urban Area.

c) The expression Vendor used in these presents shall include in addition to the HUDA and in relation to any matter or anything contained in or arising out of these presents every person duly authorised to act or to represent the HUDA in respect of such matter or thing.

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ESTATE OFFICER
HUDA, FARIDABAD

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ABAD

d) The expression Transferee used in these presents shall include in addition to the said Century NF Castings (A Divn. of Century Alum.Mfg.Co.Ltd.) his/her 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.

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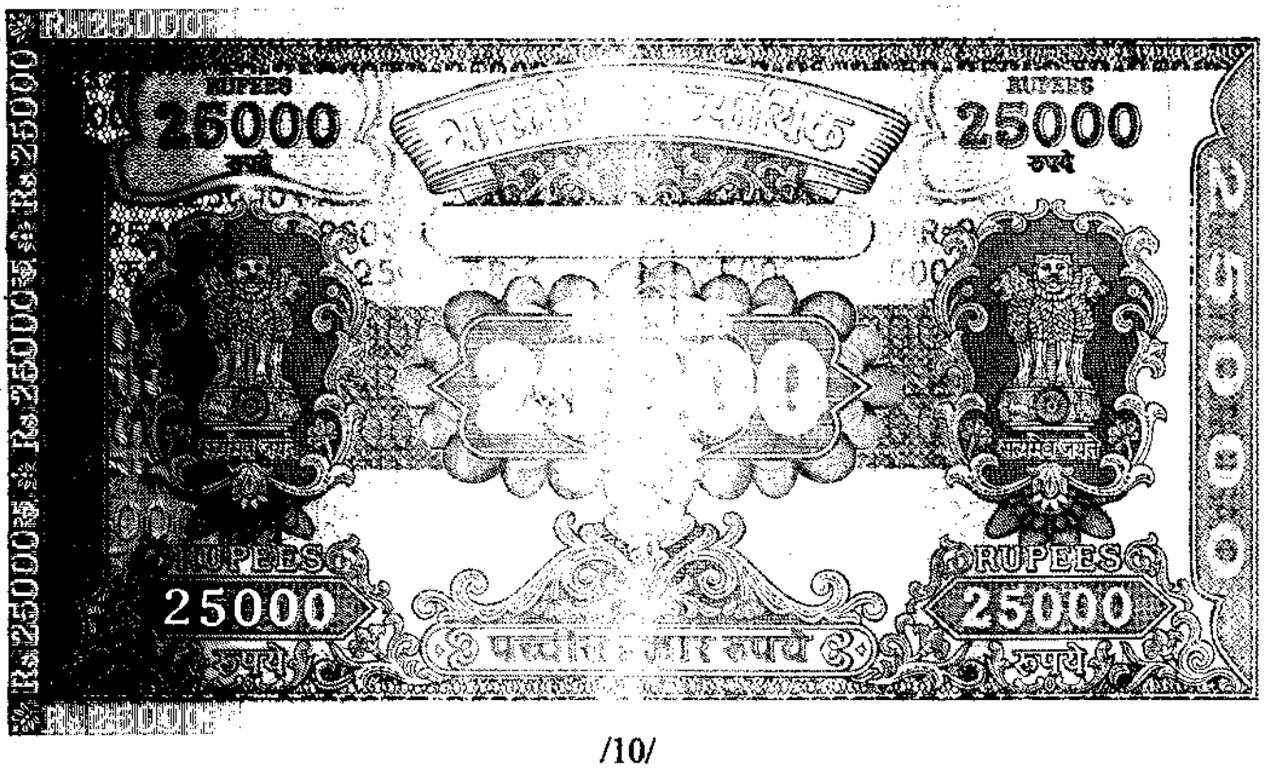
ESTATE OFFICER
HUDA, FARIDABAD



In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by the said Century NF Castings (A Divn. of Century Alum.Mfg.Co.Ltd.) At Faridabad on the 17th day of March, 98.

For CENTURY NF CASTINGS
(A Divn. of Century Aluminium Mfg. Co. Ltd.)

Authorised Signatory

for CENTURY NF CASTINGS
(A Divn. of Century Alum.Mfg. Co.Ltd.)

(TRANSFEREE/S)

In the presence of Witnesses:-

1. Name R C Khameja
   Residence 3C/108 Faridabad
   Occupation Service
2. Name Mayank Parekh
   Residence 1463, Sector 28, Faridabad
   Occupation Service

Signed for and on behalf of the HUDA and setting under his authority at Faridabad on the 17th day of March 1998.

(ESTATE OFFICER)

Contd....11

ESTATE OFFICER
HUDA, FARIDABAD

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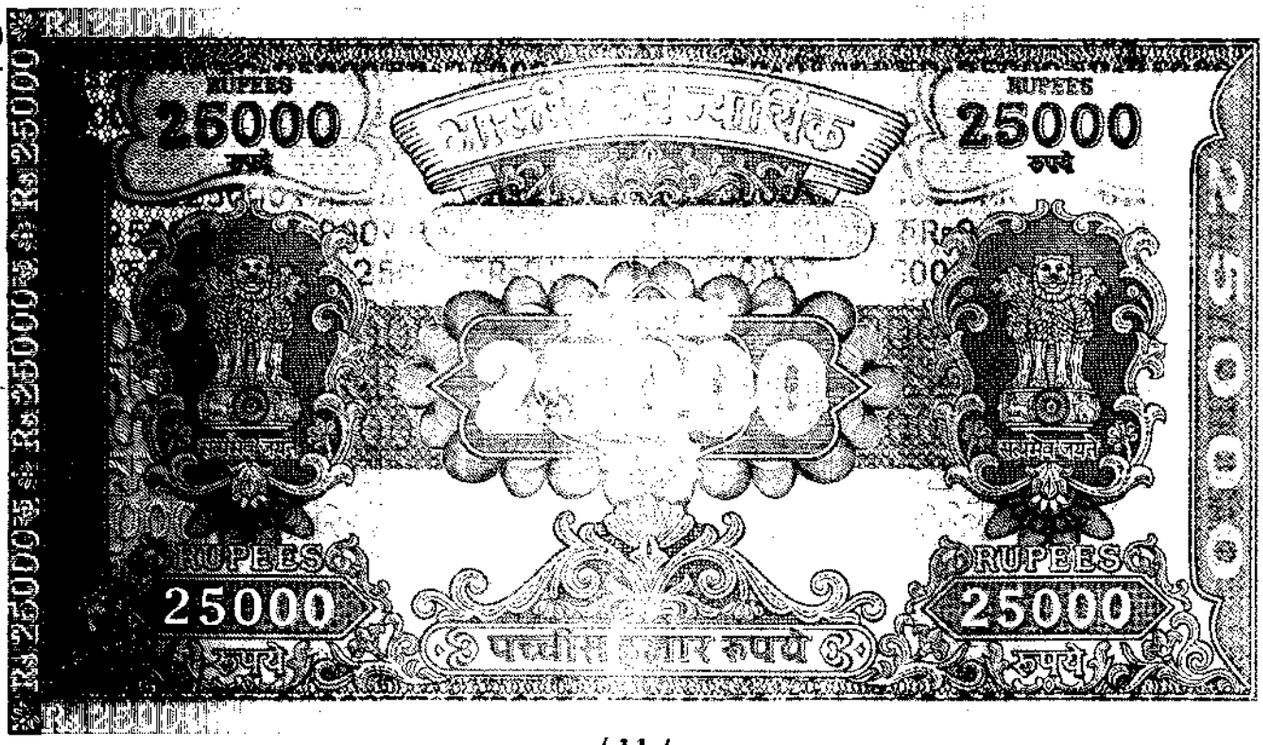
10/3/58



In the presence of witnesses:

1. Name Ranjeet Singh
   Residence - 90 E.O. HUDA
   Occupation Service

2. Name Sobhansingh
   Residence 90 E.O. HUDA
   Occupation Service

Certified that Plot No. 1, Sector – 25, Faridabad has not been allotted out of D.Q. in the name of Century NF Castings (A Divn. of Century Alum.Mfg.Co.Ltd.) and this office has no objection for execution of Conveyance Deed.

ESTATE OFFICER
HUDA, FARIDABAD