



DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT.

This Deed of conveyance made the 20th day of March 1986 between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called the vendor) of the one part and M/s Kapur Spinning Mills, PO Rayon & Silk Mills, G.T. Road, Amritsar in the Distt. of Amritsar (hereinafter called the Transferee) of the other part.

Whereas the site hereinafter described and intended to be hereby, 'Conveyed is owned by the vendor in full proprietary rights;

AND WHEREAS the vendor has sanctioned the sale of the said site to the transferee in pursuance of his application dt. 16-10-85 made under sub-rule (1) of rules 5 of the Punjab Urban Estates (sale of sites) Rules 1965 (hereinafter referred to as the said rules), to be used as a site for industrial purpose in the urban area of Faridabad.

AND WHEREAS the vendor has fixed the tentative price of the said site at Rs. 50861-80 (Rupees Fifty Thousand Six Hundred Eighty one & Paise Eighty only). Eight

AND WHEREAS the vendor reserves the right to enhance the tentative price by the amount of the additional price determined in accordance with the said rules;

AND WHEREAS THE Transferee has paid the tentative sale price and agreed to pay the additional price in the manner hereafter appearing;

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 Eight and the said sum of Rs. 50861-80 (Rupees Fifty Thousand Six Hundred Eighty one & 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

Estate Officer
Haryana Urban Development Authority
FARIDABAD

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Previous Deed

No 262227. 11/3/88 Value 500 + 200 + 100 x 4 = 2500

E.O. 1140A Plot of 5100 sq. ft. in Govt. Kapur
Spinning Mills Amritsar.

11/3/88

A/R
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This deed of conveyance has been presented by Shri Vipan Kapur,
partner of M/S. Kapur Spinning Mills, PO Rayon & Silk Mills,
G.T. Road, Amritsar, Punjab, Vendee for registration before me in
the office of Sub-Registrar, Faridabad today on 20/3/1986 time
between 2-3.

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Sub-Registrar, Faridabad.

Presentor;
Vipan ~~Kapur~~ Kapur

Vipan Kapur

Having satisfied myself that this conveyance deed is executed
by Estate Officer, HUDA, Faridabad and he has been dispensed
with his official signature and attendance with his official
capacity. Hence this deed is accepted for registration. The
said vendee has been identified by Shri R.D. Singh, Advocate,
and Amarendra Singh Bulandpur. Witness No. 1 is personally
known to me who identifies the 2nd witness.

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Sub-Registrar, Faridabad.

Vendee

Vipan Kapur

Witness No. 1

R.D. Singh, Adv.

Witness No. 2.

Amarendra Singh

Certified that the signatures of the vendee and witnesses have
been taken in my presence.

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Sub-Registrar, Faridabad.



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days of the date of demand made by the Estate Officer or such extended time as allowed by the Estate Officer the vendor hereby grants and conveys unto the transferee all the piece and parcel of site No.30, Sector-4, Faridabad, area in 2427.77 Sq.yds, and more particularly described in the plan filed in the office of the Estate Officer and signed by the Estate Officer and signed by the Estate Officer aforesaid and dated the ___ day of ___ 19___ (hereinafter called the said site).

To have and to hold the same unto and to the use of the Transferee subject to the exceptions reservation conditions and covenants hereinafter contained and 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 conforms to the terms and conditions of sale.
2. The Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right title or interest therein (except by way of lease on a monthly basis) without the permission of the authority on such terms and conditions as it may think fit to impose unless building has been constructed on the land upto a minimum of ten percent of the area of the land.
3. The vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and power 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 or any underground working and to let down the surface of all or any part of the said site and to sink pits erect building construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such thing as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.



..3..

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 the surface or building on the said site by such works or workings 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.

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 offeror 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 may before the erection of the permanent building is commenced or completed pitch a tent or erect temporary sheds or Kaccha building for the purpose for which the said land has been sold;
7. The vendor may by his officers and servants at all reasonable times and in a reasonable manner after twenty four hours 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;

[Signature]
 Estate Officer
 Haryana Urban Development Authority
 FARIDABAD



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8. The vendor shall have full right power and authority at all times 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 condition and reservation herein contained and 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 any way relating thereto;
9. The Transferee shall not use the said site for any purpose other than that for which it has been allotted nor shall be used 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 rules and regulations 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 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 a refund of the sale price or any part thereof nor to any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.
12. All the dispute and differences arising out of or in any way touching or concerning this deed whatsoever shall be referred to the sole arbitration of the Chief Admn acting as such at the time of reference. It will not be an objection



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to such appointment that the arbitrator so appointed is a Govt. 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 Govt. servant or officer as the case may be he has expressed his views on all or any of the matters in dispute or difference. 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 the 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.

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

- a. the expression Chief Admn. shall mean the Chief Admn. of the authority as defined in clause (e) of section 2 of the Act.
- b. the expression Estate Officer shall mean a person appointed by the authority under clause (d) of section 2 of the Act to perform the functions of Estate Officer under the Act in one or more than one urban area.
- d. 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;
- d. the expression Transferee used in these presents shall include in addition to the said His lawful heirs, successors representatives lessees and any person or persons in occupation of the said land or building erected thereon with the permission of Estate Officer.



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

Signed by the said VIPAN KAPUR *Vipin Kapur*
at Faridabad on the 20th day of March 1986. Transferee.

In the presence of witnesses:-

1. Name: RAJINDER KAPUR *Rajinder Kapoor*
Residence: S-406 Greater Kailash N. Delhi
Occupation: Service
2. Name: NAND KISHORE KAPUR *Nand Kishore Kapur*
Residence: H.No. 835 RAJA GARDEN old Faridabad
Occupation: Service

Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority.

at Faridabad on the 20th day of March 1986.

In the presence of witnesses:-

1. Name: J-c Bhattacharya
Residence: c/o Estate office F&D
Occupation: Service
2. Name: Ranjit Singh
Residence: c/o Estate office F&D
Occupation: Service

[Signature]
Estate Officer
Haryana Urban Development Authority
FARIDABAD

[Signature]
signature.

[Signature]
signature.