

Notary Public, garidabad

A 094558

## DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT

STAMP DUTY RS. 13,16,000/-

Stamp Paper issued by Distt. Treasurer Faridabad at Sr. No. 5324 Dated 29-08-2011.

CONTD..P.2...

For Esko Die Casting Pvt. Ltd.

Director

32,000 6/2006/000 5/3/2009/

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	2257	Date 29-8-204
No: 5324		Datos - 10 000

Name: MIS ECKA DIE CHITING PUT UNE

Pro: 181 AJC BOLS ROAD, SAMITON CHAMBER KOLKATA, FOROIY

Seller of Land Sn. .... E. D. Hada fooiled ad.

पलेख नः 17696 दिनाँक 06/02/2012

Distt. Treasurer Treasury, Farinabad डीड सबंधी विवरण

CONVEYANCE WITH ME AND

तहसोल/सब-तहसील बल्लभगढ

गांव/शहर

धन सबंधी विवरण

राशि जिस पर स्टाम्प डयूटी लगाई 18.800,000.00 रुपये

स्टाम्प डयूटी की राशि 1,316,000.00

र्वजन्द्रशन फीस की राशि 15,000.00 रुपये

िन शुल्क 3.00 रुपये

Drafted By: Self

🕽 यह प्रलेख आज दिनाँक 06/02/2012 दिन सोमवार अयस 12:06.00F ; बर्ज र्श्न/श्रीमती/कुमारी E.O. HUDA पित्रि/पुत्री/पत्नी श्री/श्रीमती/कुमारी Do निवासी 807/58 b हुआ पाँड हरा हत् प्रस्तुत किया गया।

हरराक्षर पस्ततकर्ता

SILE O HUDA

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उपरोक्त व औरश्रीमतीरकुमारी M/s ESKO DIE CASHNO Pvt. Ltd Th Dire. Arun Poddar क्रेता हाजिर है। प्रस्तृत प्रलेख के तथ्यों को दोनों पक्षों, ने सुनकर तथा समझकर स्वीकार किया। दोना पक्षों की पहचान श्री/श्रीमरी/कुमारी R.K. rawat Adv पुत्र/पुत्री/पत्नी श्री निकसी Flid व शी/श्रीमती/कुमारी Nilesh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी P.P Bhardwaj निवासी 379/15 A Fbd पाओं न: । को इम नम्बरदार∕अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

विगाँक 06/02/2012

Kree 6000

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Kr. R. K. Kar Advocate Distr. Court, Fandabal



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This deed of conveyance made the 315th day of 100 101th, between the HUDA acting through the Estate Officer (hereinafter called the vendor) of the one part and M/s. ESKO DIE CASTING PVT. LTD., 181/1, A.J.C. Bose Road, Samiton Chamber, Kolkata-700014 through its Director Shri ArunPoddar, (hereinafter called the transferee) of the other part.

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

AND WHEREAS the vendor has sanctioned the sale of the said land to the transferee in pursuance of his application dated \_\_\_\_\_ made under subregulation (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 for Industrial purpose in the Urban area of Faridabad.

CONTD..P.3...

For Esko Die Casting Pvt. Ltd.

One Director



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AND WHEREAS the vendor has fixed the tentative price of the said land sold by allotment at Rs. 1,88,00,000/- (Rupees One Crore Eighty Eight Lacs Only).

AND WHEREAS the vendor reserves the rights 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 additional price in the manner here after appearing.

NOW THEREFORE, this deed witness that for the purpose of carrying into effect the said sale and inconsideration of the covenants of the transferee, hereinafter contained and the said sum of Rs. 1,88,00,000/- (Rupees One Crore Eighty Eight Lacs 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 installments with interest as may be determined by the Chief Administrator, the vendor hereby grants and conveys into the transferee all the price and parcel of Industrial Site No. 807, Industrial Estate, Sector-58 Faridabad, area 4000 Sq. Mtrs. and more particularly described in the plan filed in office of the Estate Officer, signed by the Estate Officer Dy. No. \_\_\_\_ dated \_\_\_\_\_\_ (hereinafter called the said land).

For Esko Die Casting Pvt. Ltd.

Director



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

- The transferee shall have the right 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 conform to the terms and conditions of sale.
- 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 month basis) without the previous permission in writing of the Estate Officer unless building constructed on the land upto a minimum of ten percent of the area of the land. ESTATE OFFICER
- The vendor reserves to himself all mines and minerals whatsoever in or FARIDAB 3. 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 same said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the same 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.

CONTD..P.5...

For Esko Die Casting Pvt. Ltd. ans cor Director



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Provided that the transferee shall be entitled to receive from the vendor such payments the occupation by him of the surface and for the damage done to the surface or building on the said land by such works and working 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 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 reason beyond the control of the transferee.

- 6. The Transferee shall not erect building for make any addition alteration without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.
- 7. The Vendor may by his officer and servants at all reasonable time and in a reasonable manner after twenty four hours notice in writing enter in and upon any part of the land or building erected therein 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.

CONTD..P.6...

For Esko Die Casting Pvt. Ltd.

Director

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- 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 or expedient for purpose of enforcing compliance with all or any of the terms conditions, reservations here in 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 there with on in way relating there to.
- 9. The transferee shall not use the said land for the 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 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.
- 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 the 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 there under.

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 there of or any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.

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ESTATE OFFICER HULL FARIDABAD For Esko Die Casting Pvt. Ltd

Director



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12. All the 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 view 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.

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 and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless 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 Section (2) of the Act.
- b) The expression 'Estate Officer' shall mean person appointed by the Authority and 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.

CONTD..P.8...

For Esko Die Casting Pvt. Ltd.

Director

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The expression 'Vendor' used in these presents shall include in addition to the HUDA and in relation to any matter or any thing contained in or arising out of these presents every person duly authorized to act or to represent the HUDA in respect of Such matter of thing.

d) The expression 'Transferee' used in these presents shall include in addition to the said M/s. ESKO DIE CASTING PVT. LTD. through its Director Shri Arun Poddar, his lawful heirs successors, representatives, assigns, lessees and any person or persons in occupation of the land or building erected thereon with permission of the Estate Officer.

In witness where of the parties here to have hereunder respectively subscribe there names at the place and dated hereinafter, In each case specified.

Signed by the said M/s. ESKO DIE CASTING PVT. LTD., through its Director For Esko Die Casting Pvt. Ltd.

ShriArun Poddar, at Faridabad on the \_

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In the presence of witness

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Director

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Signed for and on behalf of HUDA and setting under his Authority at Faridabad to 2011. the day of

In the presence of witness

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For Esko Die Casting Pvt. Ltd.

Director



For Esko Die Casting Pvt. Ltd.

Director

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For Esko Die Casting Pvt. Ltd.

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For Esko Die Casting Pvt. Ltd.

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For Esko Die Casting Pvt. Ltd.

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For Esko Die Casting Pvt. Ltd.

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For Esko Die Casting Pvt. Ltd.

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