

S.No. 203

Date. 30/4/08

CERTIFIED UNDER SECTION 42 OF THE INDIAN STAMP ACT, 1889

that Stamp Duty of the amount of Rs. 9629500/- (Rupees NINETY SIX Lac
Twenty Nine Thousand five hundred Only.)

has been levied on this document and paid by M/s Anant Raj Industries
Ltd. Rewari (HARYANA)

Through DINESH vide Treasury Challan No. 8

Dated 30/4/08 for Conveyance Deed. R. 160490400-



CONVEYANCE DEED

Amount : Rs.16,04,90,400/-
Stamp Duty : Rs.96,29,500/-
Stamp No. : 203
Dated : 30.04.2008
Distt. Treasury : Gurgaon

This deed of conveyance made on the 15th day of July in the year 2008 between the **Haryana State Industrial & Infrastructure Development Corporation Limited**, Registered Office at C-13 & 14, Sector-6, Panchkula, Haryana, hereinafter called the transferor of the one part, which expression shall include its successors, assignees, administrators, executors, through its authorized signatory; and M/s **Anant Raj Industries Ltd.**(PAN No.AABCA3972B), having its registered office at 85 K.M. Stone, Vill. Bhudla, P.O. Sangwari, Distt. Rewari, Haryana, and Head office at A.R.A. Centre, E-2, Jhandewalan Extension, New Delhi-110055 hereinafter called the transferee of the other part of the conveyance deed, which expression shall include his/her/its heirs, successors, assignees,

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR

Anant Raj Industries Ltd.

Meekal

Company Secretary

प्रलेख नः 9335

दिनांक 15/07/2008

डीड संबंधी विवरण

डीड का नाम CONVEYANCE OUTSIDE MC AREA

तहसील/सब-तहसील गुडगावा

गांव/शहर मानेसर

धन संबंधी विवरण

डीड जिस पर स्टाम्प ड्यूटी लगाई 160,490,400.00 रुपये

स्टाम्प ड्यूटी की राशि 9,629,500.00

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

रुपये
पेस्टिंग शुल्क 2.00 रुपये

Attested By:-

यह प्रलेख आज दिनांक 15/07/2008 दिन मंगलवार समय बजे श्री/श्रीमती/कुमारी HSHDC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-13&14 Sec-6 Panchkula द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

साक्षर प्रस्तुतकर्ता

HSHDC thru K.K.Saini(OTHER)

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

उपरोक्त निवेदन व श्री/श्रीमती/कुमारी Thru- Manoj Pahwa क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Dinesh Yadav पुत्र/पुत्री/पत्नी श्री Rampal निवासी C-58 Sanjay Gram, Gurgaon. व श्री/श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon. ले की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 15/07/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगावा

administrators, nominees, etc. through its authorized signatory namely Mr. Manoj Pahwa(PAN No.AEDPP9017M), S/o Shri Gobind Ram Pahwa, R/o H. No. G14, Vikas Puri, New Delhi vide Resolution dated 04.04.2008.

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

Whereas Plot No. CP-1 in Sector-8, IMT, Manesar, Gurgaon, measuring 38212 Sq Mtrs. was allotted to the transferee, in pursuance to its application for allotment of the plot for the purpose of setting up of technology park on campus development norms as laid down in the Industrial Policy, 2005 of Government of Haryana, on the terms and conditions, contained in the Regular Letter of Allotment (RLA), dated 18.4.2006. and Agreement dated 4.5.2006. entered into between the Transferor and Transferee which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment amounting to Rs.16,04,90,400/-(Rupees Sixteen Crores, Four Lacs, Ninety Thousand and Four Hundred only) as on date, towards the price of the said plot to the transferor.

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.16,04,90,400/- (Rupees Sixteen Crores, Four Lacs, Ninety Thousand and Four Hundred only), having been paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of plot No. CP-1, in Sector-8, IMT, Manesar, Gurgaon, measuring 38212 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

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

STATE OFFICER
IMT - MANESAR

Reg. No.	Reg. Year	Book No.
9335	2008-2009	1



विक्रेता

क्रेता

गवाह

नाम: Kaini

नाम: Manoj Pahwa

नाम: Dinesh Yadav गवाह 2:- Mahesh K. Chauhan

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9335 आज दिनांक 15/07/2008 को बही न: 1 जिल्द न: 9753 के पृष्ठ न: 140 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 52 से 53 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: 15/07/2008

उप/संयुक्त पंजीयन अधिकारी
गुडगावा




demand notice, failing which 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.

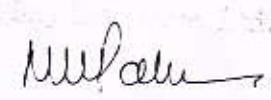
- 2) That the aforesaid plot has been allotted on the "as is where is basis" and that the transferor will not be responsible for leveling uneven site; and that the transferee shall be liable to pay additional sum/money for any structure/super structure, tree and plant, boundary/compound wall or any other 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 shall be required to implement the Technology Park project in accordance with the campus development scheme as mentioned in Industrial Policy 2005 and complete the said project in the following manner :-
 - i) 30% of the project area, in two years
 - ii) 50% of the project area, in three years, and
 - iii) 75% of the project area, in five years from the date of offer of possession.

Further extension of two years can be allowed to complete 100% of the project, provided the transferee has complied with the aforesaid construction/project implementation norms.

- 4) That the plot shall be utilized for setting up following type of technology related units in Technology Park.
 - i) IT, IT Enabled Services including services defined as ITES in the notification issued by the State Govt. and Communications Technology.
 - ii) Robotics, Nano Technology, Mobile Computing, Mobile Communications, other frontier technologies.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


ESTATE OFFICER
IMT - MANESAR


ANAND
General Secretary

- iii) Chip manufacturing.
 - iv) Bio-Technology including Genetics
 - v) Research and Development facilities.
- 5) *There shall always be an Anchor unit brought in by the Transferee/Developer and approved by the Transferor, who will utilize at least 30% of the total constructed area of the plot for its own unit as well as its vendors/subsidiaries/ancillaries.


***Applicable in case the transferee is a developer.**

- 6) That the permissible FAR and uses in respect of the plot shall be as follows :
- i) The maximum FAR 250%.
 - ii) 3-Tier Basement for parking and utilities not to be counted in FAR.
 - iii) Maximum 4% commercial with FAR 175%.
 - iv) Maximum 2% for recreation purposes with FAR 150%.
 - v) Maximum 10% for group housing (as per HSIIDC norms) of the project area with FAR 175%.
 - vi) The balance FAR of commercial, recreation and group housing will be available for utilization for the promotion of technology related activities.

Provided that area for Housing, Recreation and Commercial purposes shall be used as subservient only to the main activities of the campus project.

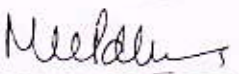
- 7) That subject to the provisions of National Building Code and clearance by the appropriate authority concerning the civil aviation, structure stability, earthquake, fire etc; a height upto 75 mtrs for one landmark building only excluding architectural feature for improving skyline not exceeding 15 mtrs and not approachable to common man i.e. other than maintenance technical staff, will be permissible with

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


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Anand


Company Secretary

prior approval of Director, Controlled Area-cum-MD/HSIIDC or a person authorized by him and not on self certification.

- 8) That for building(s) other than the landmark, i.e. Habitable building, the height (not including height of staircase, mumty, lift room and other architectural features as per provisions of National Building Code) upto 60 mtrs will be permissible. In addition to the height regulations specified above, the plot shall also be governed by the zoning plan stipulating various conditions on the use of plot and of the buildings.
- 9) That except the landmark building, the transferee can start construction of building on self-certification of building plans, fire fighting arrangements, structural stability and adherence to the rules and regulations of building/ construction. However, the transferee is required to seek approval of building plans before laying the roof of ground floor. The transferee will start construction within a period of six months of the offer of physical possession.
- 10) That the validity of sanctioned building plans shall be subject to the following conditions :-
- i) The validity of sanctioned building plans shall be five years.
 - ii) In case the revalidation of building plans after five years is required without any changes in the earlier approved plan/plans no scrutiny fee shall be charged. However, for any change in the building plans, the approval will be of the revised building plan with full scrutiny fee.
- 11) That the transferee shall be required to adhere to parking norms as under :-
- i) For Hardware manufacturing unit, one car space for every 50 sq mtrs of built area.
 - ii) For Software development/ITES, one car space for every 50 sq mtrs of built area.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR

Agent


[Signature]
Company Secretary

- iii) For Group Housing and Commercial site, parking norms as per zoning plans.
- 12) That the transferee shall have no right to transfer the land and/or building as a whole or any part/portion thereof by way of sale or gift, mortgage, lease or any other way without specific written approval from the transferor.
- 13) That during the implementation period, transfer of plot shall not be allowed. The transfer of plot can, however, be allowed after successful running of the approved project on the plot as mentioned in clause 3, for a period of five years for which the transferee shall have to take prior permission from the transferor before transfer of the aforesaid plot. In case Transferee is a developer and has already entered into an Agreement with an Anchor Unit, preference in re-allotment of the plot shall be given by transferor to the Anchor Unit. The transfer of plot shall be allowed by the transferor subject to the rules and payment of transfer fee as contained in Estate Management Procedure of HSIIDC, amended from time to time.

That the transferee shall also not be allowed to change the management/ shareholding with an intent to transfer the management control of the transferee during the implementation period and till five years of successful running of the project.

- 14) That the transferee shall be permitted to lease out the built up space subject to the condition that such renting and leasing will be permitted to the eligible units and further subject to uses as mentioned in the Campus Development Scheme and with prior approval of the transferor. The leasing shall be allowed by the transferor subject to the rules and payment of leasing fee as contained in Estate Management Procedure of HSIIDC, amended from time to time.
- 15) The plot shall not be used for any purpose other than that for which it has been allotted. Sub-division/ bifurcation/ fragmentation of plot shall not be permitted in

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


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Anchor Unit


Company Secretary


any case as referred in clause 12. If at any time it comes to the notice of the transferor that the transferee/Anchor unit/the lessee are using the land or the building for the purposes other than the permissible uses, a notice will be served upon the Transferee/Anchor Unit/Lessee to restore to the permissible uses within thirty days from the date of issue of notice. In the event of failure to do so, the land and the building shall be liable to be resumed.

- 16) 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 tube well/bore-well on the plot at any point of time.
- 17) That the transferor shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the source of the plot with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing and 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 the surface of the said plot for the purpose of doing the full enjoyment subject only to the exceptions and reservations herein contained.

Provided that the transferee shall be entitled to receive from transferor such payment for the occupation by the transferor of the surface or for causing any damage to the surface or building as may be agreed upon between the transferor and the transferee, failing such agreement, the differences/ disputes shall be resolved by reference to the arbitrator.

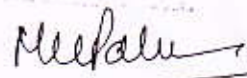
- 18) That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the Technology Park and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a

For Haryana State Industrial & Infra-
structure Development Corporation Ltd.


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
Anchor Unit/Anchor Unit


Company Secretary

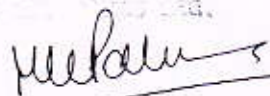
part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of acquisition and development of the part of land so utilized payable by transfer to the Govt. or any authority on its behalf will be recoverable by transferor from the transferee proportionately. 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.

- 19) That the transferee shall pay to the transferor such other charges including 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, CEPT etc., in addition to already stated in Clause 18 above, within 30 days from the date of the letter of demand failing which the transferee shall be liable to pay the sum along with 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 the resumed.
- 20) That the transferor may, by its officers and 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.
- 21) That the transferor shall have full right, power and authority at all times, to do through its officers, servants or agents, 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.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


ESTATE OFFICER
IMT - MANESAR

Approved & Signed for the Company


Company Secretary

- 22) That the transferee shall comply with all the Estate Management Regulations dealing with malba, cleanliness, quantum and the quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc. among other things for proper maintenance of the campus and its surrounding. Transferor shall be within its rights to ensure the compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of this objectives.
- 23) That the transferee shall have to pay local and general taxes, rates or cesses, fee etc. as imposed on the said plot by the competent authority from time to time.
- 24) 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.
- 25) That the transferee/its anchor unit shall, as far as possible, give employment to skilled and un-skilled workforce to candidates from among the Haryana domiciles in the unit set up/to be set up on plot.
- 26) That the transferor transfers this plot for setting up of a technology park and thereby generating employment opportunities and contributing to the overall economic activity in the State. In case the Transferee/Anchor unit does not continue to remain in full stream of operation/production or the operations/production gets held up, the transferor shall issue a notice to the Transferee/Anchor unit to resume operations/production within a period of three months. In case the Transferee/Anchor unit fails to resume production activity within the given time, the plot shall be liable to be resumed.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


ESTATE OFFICER
IMT - MANESAR

Anant Raj Ltd.

Company Secretary

- 27) That so long as the transferee duly performs and continues to so perform and comply with each and all the terms and 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.
- 28) That the transferor will be competent to resume that aforesaid plot in case the transferee defaults in complying with the terms and conditions of allotment of the plot as well as Estate Management Procedures of HSIIDC, as amended from time to time. The resumption of the plot would be done by the transferor after issuing show cause notice to the transferee. Upon resumption/surrender, 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.
- 29) That all disputes and difference arising out of or in any way touching/ concerning the allotment, whatsoever, shall be referred to the sole Arbitration of the Financial Commissioner & Secretary, Industries, Govt. of Haryana, or his nominee. It will not be an objection to such appointment that the Arbitrator so appointed is a Govt. servant or an officer of HSIIDC and that the Allottee had to deal with the matter to which this allotment relates and in the course of his duties as such the Govt. servant or the officer of HSIIDC, as the case may be, has expressed his views in all or any of the matters in disputes or difference. The decision of such Arbitrator shall be final and binding on the concerned parties.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.


ESTATE OFFICER
IMT - MANESAR

Anant Raj Singhania Ltd.


Company Secretary

- 30) 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.
- 31) That the transferee agrees and undertakes to abide by and be bound by the conditions/provisions of Industrial Policy declared by the State Government as well as Estate Management Procedures of HSIIDC, as amended from time to time.

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

Drafted By
Mahesh K. Chauhan
Advocate
Gurgaon

PARTY OF FIRST PART :

For and on behalf of
Haryana State Indl & Infra Dev Corp Ltd
For Haryana State Industrial & Infra-
structure Development Corporation Ltd.

Witness :

Estate Manager/ Authorized Signatory
IMT - MANESAR

Signature : _____
Name : _____
Residence: Mahesh. K. Chauhan
Occupation: Advocate, Gurgaon

PARTY OF SECOND PART:

For and on behalf of Manoj
M/s Anant Raj Industries Ltd.

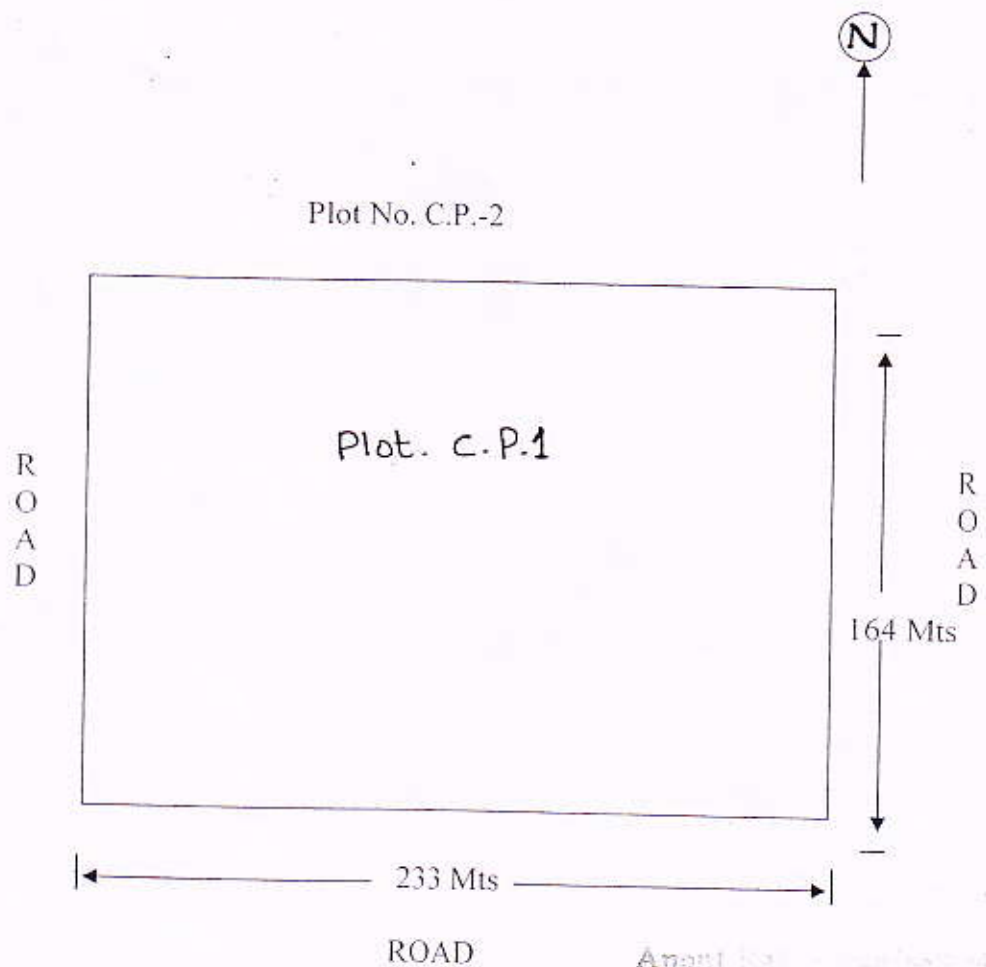
Witness :

Signature : _____
Name: Dimash Yadav Sr. Rampal
Residence: C-58 Sarany Ghar Gurgaon
Occupation: _____

Manoj Pahwa
Authorized Signatory

SKETCH OF PLOT OF No. C.P.-1, SECTOR-8, IMT MANESAR, GURGAON
FOR LT. PARK OF M/s ANANT RAJ INDUSTRIES LIMITED., E-2,
JHANDEWALAN EXTENSION, NEW DELHI-110055.

SIZE: 233Mts X 164Mts = 38212 Sq. Mts



For Haryana State Industrial & Infra-
structure Development Corporation Ltd.

ESTATE OFFICER
IMV - MANESAR

Anant Raj Industries Ltd.

M. Palu
Company Secretary