

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT.

This deed conveyance made the....24th.... day of March 1995 between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called the Vendor) of the part and Regency Hughes Chem Ltd, a Company incorporated under the Companies Act, 1956 having its Registered Office at 81, Anand Lok, New Delhi - 110049 through its Managing Director Mrs. Pingla Singhal. (hereinafter called the transferee) of the other part.

Where as 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 dated..... made under Sub Regulation (i) of Regulation 5 of the Haryana Urban Development (Disposal of land and building) Regulations 1978 (hereinafter referred to as the said rules/regulations); to be used as a site for Industrial purpose in the rural area of Roj Ka Meo, Distt. Gurgaon, Haryana.

AND WHEREAS the vendor has fixed the tentative price of the site at Rs. 5,44,278.20 (Rupees Five lakh forty four thousand two hundred seventy eight and paise twenty only.)

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

[Signature]
Estate Officer
Haryana Urban Development Authority
GURGAON.

For REGENCY HUGHES CHEM. LTD.
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[Signature]
Managing Director



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AND WHEREAS The Transferee has paid the tentative sale price and agrees to pay the additional price in the manner hereinafter appearing;

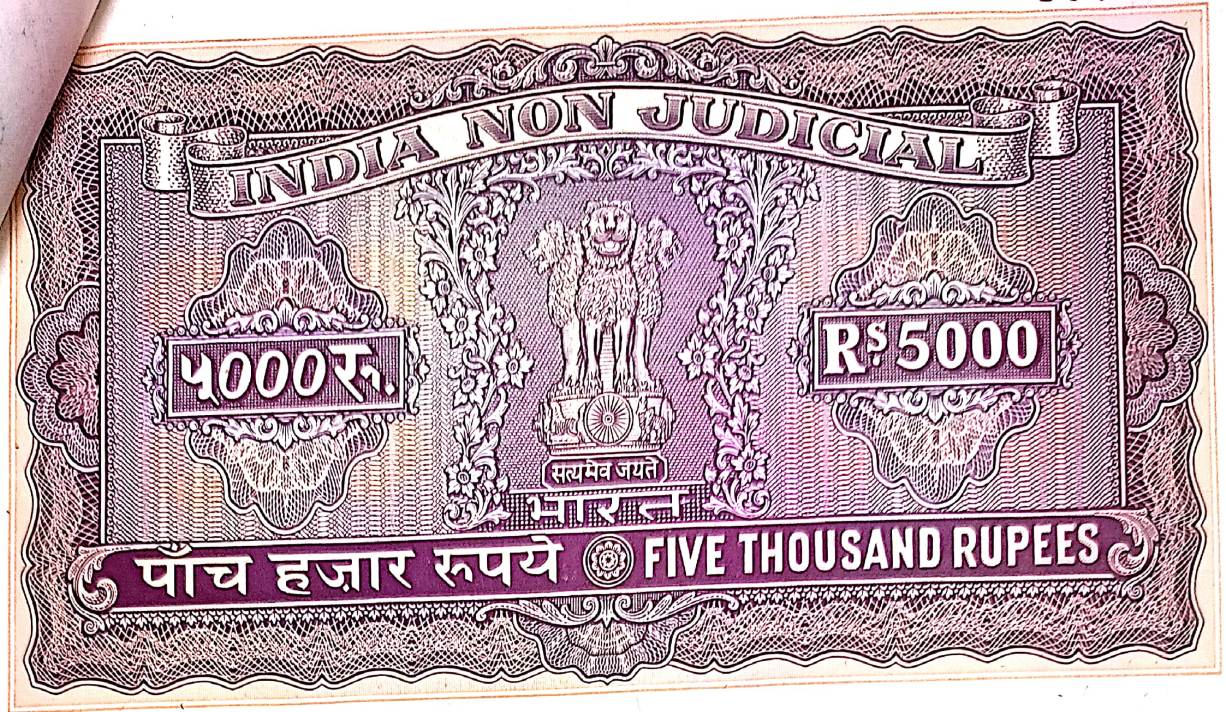
NOW, THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Transferee hereinafter contained and the said sum of Rs. 5,44,278.20 (Rs. Five lakh forty four thousand two hundred seventy eight and paise twenty only) by the 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 upto the Transferee all the pieces and the parcel of site No.134 Industrial Area, Roj Ka Meo, Tehsil Nuh, Distt. Gurgaon, Haryana, area in square meters 8996.334 sq.yds. 10,759.61 and more particularly described in the plan filled in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the day of March 1995 (hereinafter called the said site).


Estate Officer
Haryana Urban Development Authority
GURGAON.

For, REGENCY HUGHES CHEM LTD.

Managing Director

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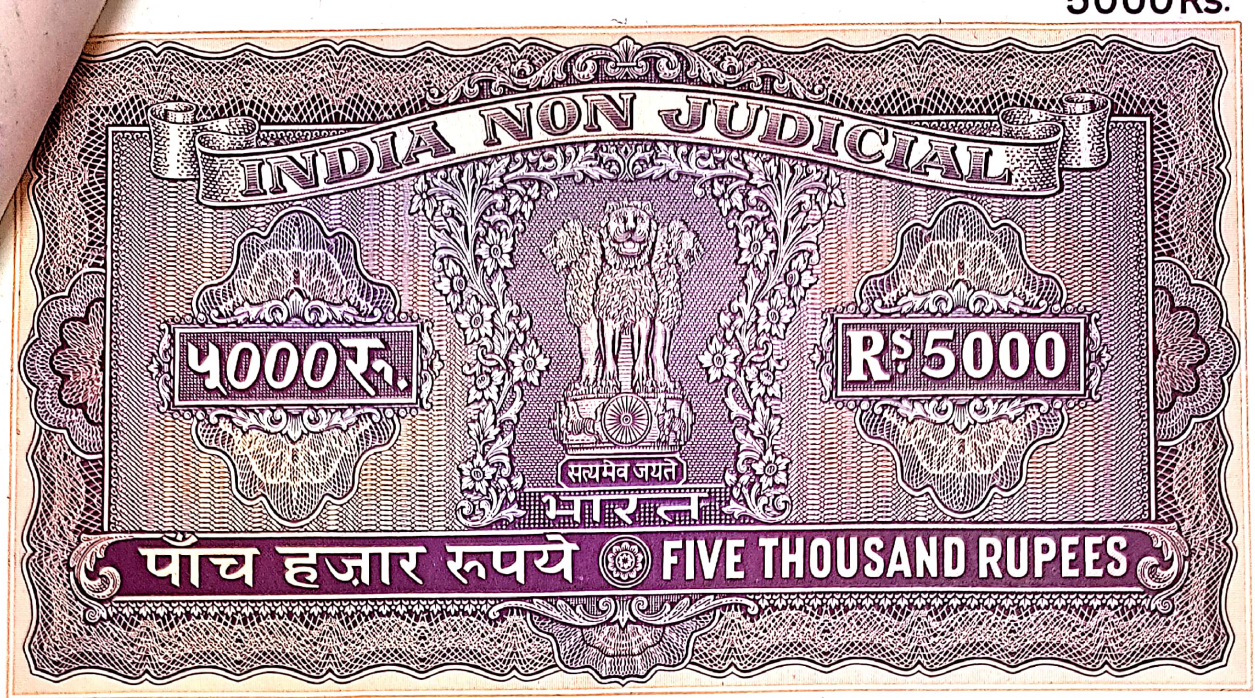
To have and to hold the same upto and to the use of the Transferee subject to the exceptions, reservation, conditions and covenants hereinafter contained and each of them that is to say:-

(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 of fixed as aforesaid and otherwise conforms to the terms and conditions of sale.

For REGENCY HUGHES CHEM LTD.
Raj Singh
Managing Director

[Signature]
Estate Officer
Haryana Urban Development Authority
GURGAON.

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(2) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and 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 previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be the Chief Administrator from time to time,

FOR REGENCY HUGHES CHEM LTD
Chitra Singh
Managing Director

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Estate Officer
Haryana Urban Development Authority
GURGAON.

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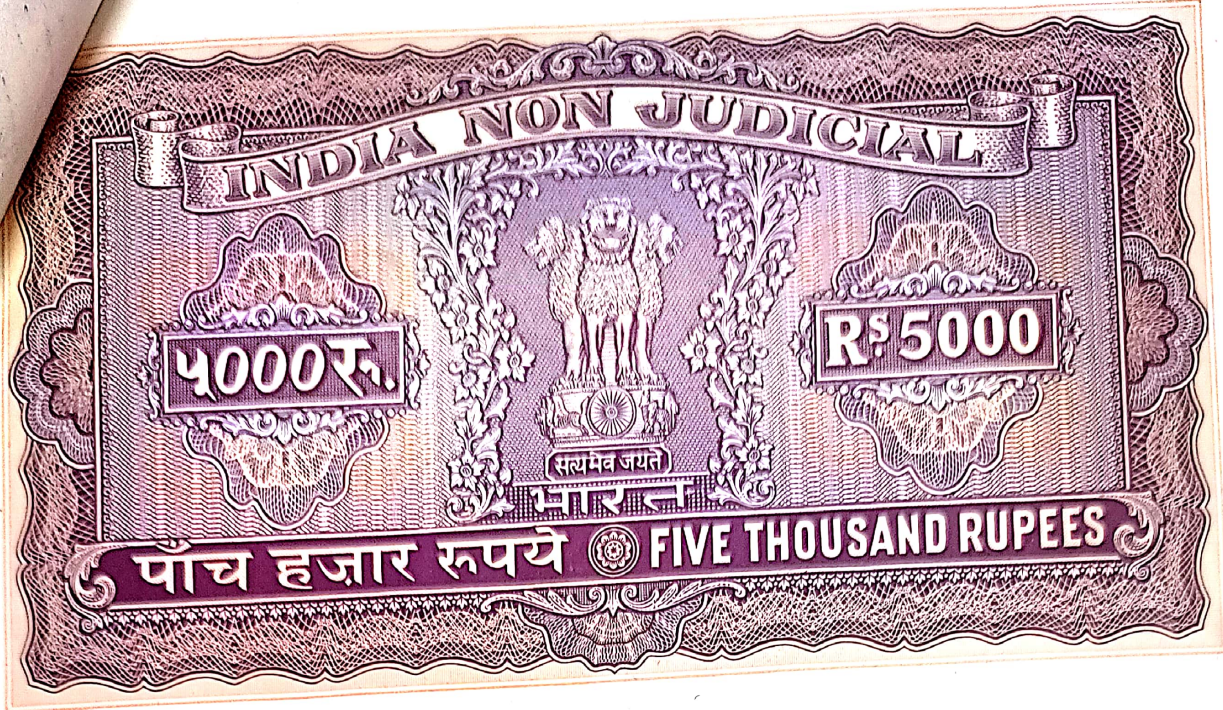
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(3) The vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all 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 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.

For REGENCY HUGHES CHEM LTD.
Surinder Singh
 Managing Director

Sh. S. S. S.
 Estate Officer
 aryana Urban Development Authority
 GURGAON.

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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 to the surface of buildings 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.

[Signature]
Estate Officer
Haryana Urban Development Authority
GURGAON.

For REGENCY HUGHES CHEM LTD.
[Signature]
Managing Director

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. 7 .

(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.

FOR REGENCY HUGHES CHEM LTD.
Rajinder Singh
 Managing Director

[Signature]
 Gurgaon Urban Development Authority
 GURGAON.

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. 8 .

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 building shall be permitted.

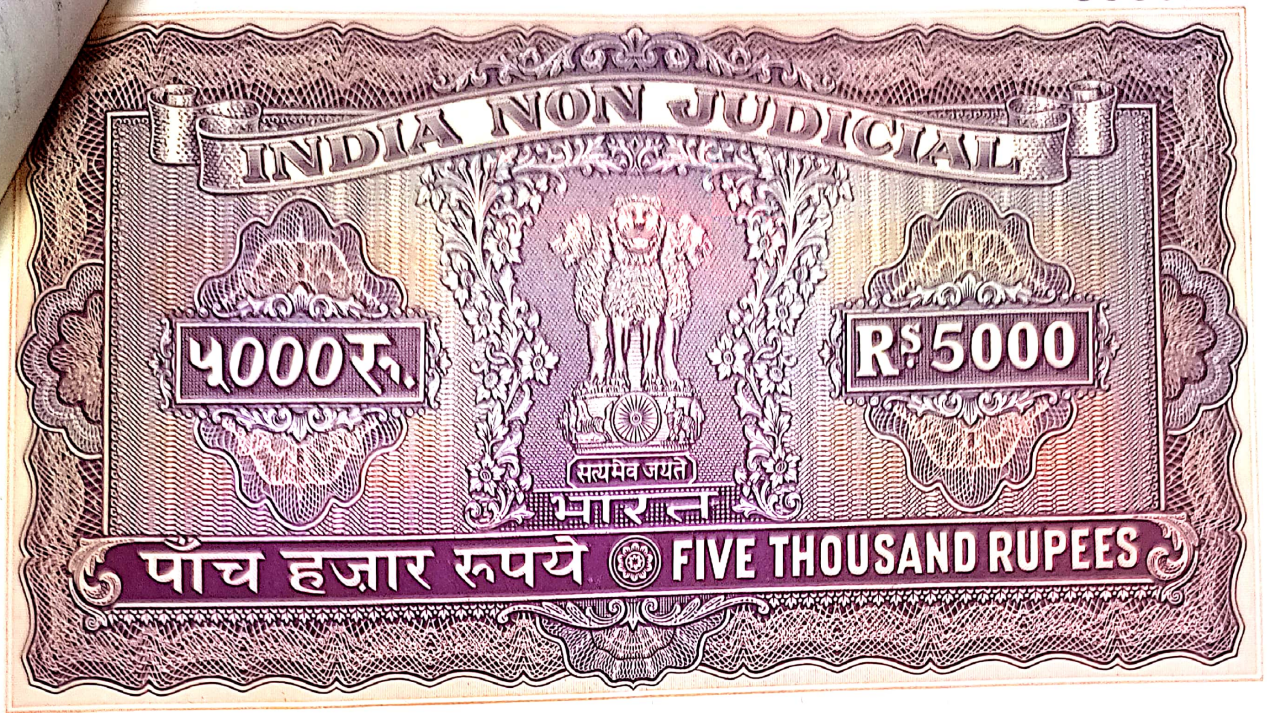
For REGENCY HUGHES CHEM LTD.

[Signature]

Managing Director

[Signature]
Estate Officer
Mangalore Urban Development Authority
MANGALORE.

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(7) The vendor may be his officers and servants at all reasonable times and in a reasonable manner after twenty four hour's notice in writing enter in and upon any part or the said land or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed by him under these presents;

For REGENCY HUGHES CHEM LTD.
Rejendra Singh
 Managing Director

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 Gurgaon.
 GURGAON.

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(8) The vendor shall have full rights, powers 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, conditions 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;

REGENCY NICHES CHEM LTD.
Rajesh Singh
 Managing Director

Signature
 Gurgaon Urban Development Authority
 GURGAON.

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(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 construction except in accordance with the rules/regulations made under the Haryana Urban Development Authority 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.

For REGENCY HUGHES CHEM LTD.

Angela Singh

Managing Director

[Signature]
Estate Officer
Haryana Urban Development Authority
GURGAON

....12....

5000Rs.



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(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 or to any compensation whatsoever on account of such re-entry except in accordance with the provision of the said Act.

For REGENCY HUGHES CHEM LTD.

Single Singh
Managing Director

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Estate Officer
Gurgaon Urban Development Authority
GURGAON.

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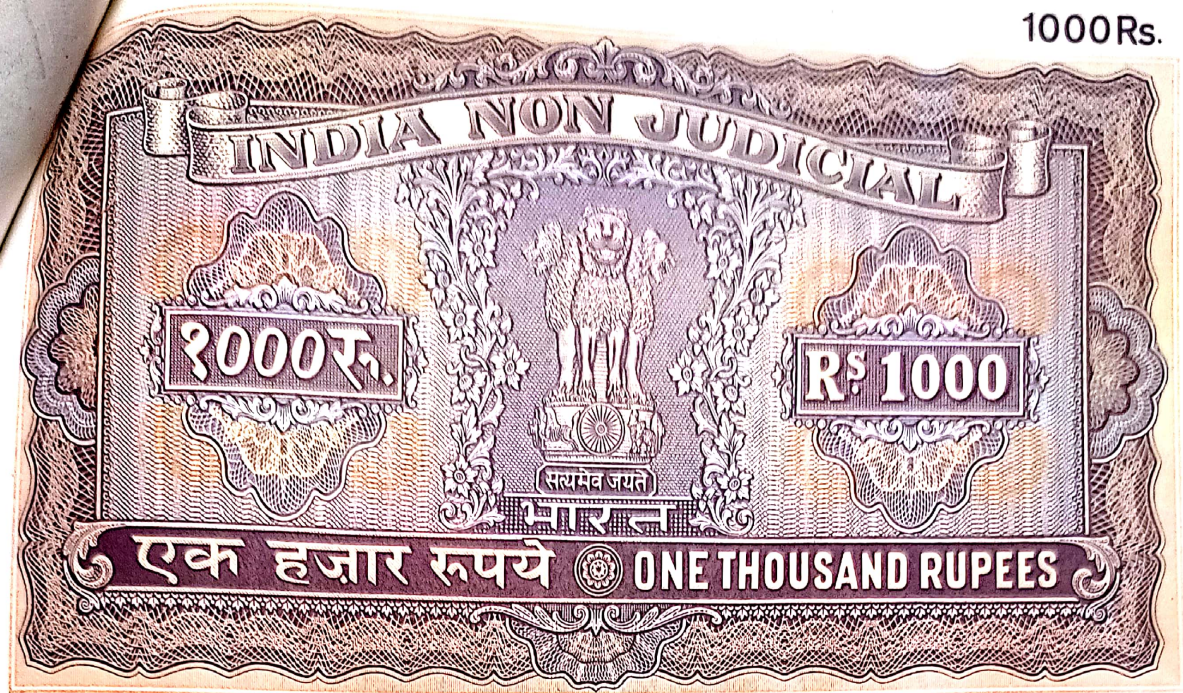
. 13 .

(12) All the disputes 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 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 dispute or difference, the decision of such arbitrator shall be final and binding on the parties to this deed.

For REGENCY NUGHES CHEM LTD.
[Signature]
 Managing Director

[Signature]
 Haryana Urban Development Authority
 GURGAON.

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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 no 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 declared that unless a different meaning shall appear from the context:-

For REGENCY HUGHES CHEM LTD.
[Signature]
 Managing Director

[Signature]
 Estate Officer
 Haryana Urban Development Authority
 GURGAON.

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(a) The expression "Chief Administrator" shall mean the Chief Administrator of the Authority as defined in clause (e) or 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.

For REGENCY HUGHES CHEM LTD,
Singh Sirghat
 Managing Director

Miller

Estate Officer
 Managing Director, Land Development Authority
 GURGAON.

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(c) The expression Vendor used in these presents shall include in addition to the Haryana Urban Development Authority 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 Haryana Urban Development Authority in respect of such matter or thing.

(d) The expression "Transferee" used in these presents shall include in addition to the said Mrs Pingla Singhal Managing Director of Regency Hughes Chem Ltd., their lawful heirs, successors, representatives, lessors and any person or persons in occupation of the said land or building erected thereon with the permission of Estate Officer.

FOR REGENCY HUGHES CHEM LTD.

Pingla Singhal

Managing Director

....17....

day of 1988
Haryana Urban Development Authority
GURGAON.



. 17 .

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 Mrs. Pingla Singhal.
at Gurgaon on the (Transferee)
..... day of March 1995.

Pingla Singhal

In the present of

WITNESSES

- | | | | |
|----|------------|---------------------------|--------------------------------------|
| 1. | Name | ASHUTOSH KUMAR | |
| | Residence | 135/17, GURGAON (HARYANA) | <i>Ashutosh Kumar</i>
(Signature) |
| | Occupation | SERVICE | |
| 2. | Name | Brig. S. A. Zamir (Retd). | |
| | Residence | 348, Sector 28, NOIDA. | <i>Zamir</i>
(Signature) |
| | Occupation | Same | |

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

at... *Gurgaon* ... the
day of March, 1995.

Estate Officer
(Estate Officer)
GURGAON

REGENCY HUGHES CHEM LTD.
Pingla Singhal
Managing Director

....18....

Zamir
Estate Officer
Haryana Urban Development Authority
GURGAON.



. 18 .

In the presence of witnesses :-

1.

Name

Virender Singh

Residence

Plot No. 120/1 Gurgaon

Occupation

Service

Virender Singh
(Signature)

2.

Name

Ranbir Singh

Residence

Plot No. 120/1 Gurgaon

Occupation

Business

Ranbir Singh
(Signature)

For REGENCY HUGHES CHEM LTD.

Singh
Managing Director

Estate Officer
Haryana Urban Development Authority
GURGAON.

2901

10/10/15
6/7/15

District
MIRJAPUR

10/10/15
6/7/15

10/10/15

10/10/15

2103

805

10/10/15
6/7/15

134

24-8/15

10/10/15

15/10/15
संयुक्त पवन निस्सार
बूह (मुड़गावा)

10/10/15

10/10/15

10/10/15