

हरियाणा स्टेट इन्डस्ट्रियल डेवलपमेंट
कार्पोरेशन लिमिटेड सैक्टर 17, चण्डीगढ़।

Phones [25276
32671-5

Chandigarh-160017

INDIA

~~Read.~~

M/s- D.B.A. Associates,
49/25, East Patel Nagar,
Opp. Kalindi College,
New Delhi - 110008.

Dear Sir,

This has reference to your letter conveying acceptance of a One acre size plot on the terms and conditions supplied to you by this Corporation. We are pleased to inform you that industrial plot No. 396 as detailed below has been allotted to you in the Industrial Complex at Dundahera. The area and price of the plot given below is only tentative and subject to the adjustment according to actual measurements at the time, the possession is handed over to you :-

You are required to execute the agreement (copy already supplied to you), on a non-judicial stamp paper of Rs. 2.25 purchased from Haryana Treasury in your name before the possession of the plot could be delivered to you. You are further required to submit the following documents to this Corporation for necessary action and record.

1. Constitution of your concern.
2. A copy of the partnership deed in case of a partnership firm.
3. A copy of the certificate of registration of firm with the Registrar of firms, Haryana at Chandigarh.
4. In the case of a Company, a copy of the Memorandum & Articles of Association alongwith a list of shareholders directors and a Resolution of the Board of Directors authoring any of the directors to act on behalf of the company.
5. An affidavit duly attested by a Magistrate 1st class in case of sole proprietary concern to the effect that you are sole proprietor of the Industrial venture undertaken by you at the allotted premises.

Please quote invariably industrial plot number for all correspondence.

Thanking you,

Yours faithfully,

for : Haryana State Indl. Devl. Corpn. Ltd.,

हरियाणा राज्य
औद्योगिक विकास
निगम लिमिटेड



Haryana State
Industrial Development
Corporation Ltd.

(A State Government Undertaking)

No. HSIDC:EO:AM(R):90: 13141
Dated:- 16/1/90

M/s. DBA Associates,
49/25, East Patel Nagar,
Opp. Kalindi College,
New Delhi-08.

Sub:- Allotment of plot No. 396, Udyog Vihar-III, Gurgaon
- Request for transfer of plot.

D/Sir,

I am directed to refer to your letter dt. Oct. 1989 on the subject cited above and to say that your request for transfer of plot No. 396, Udyog Vihar-III, Gurgaon in favour of Shri Rajesh Jain has been considered and acceded to. They will now step into your shoes and all terms and conditions previously executed by you will be applicable to them. They will also undertake to make all payments old as well as new arising due to calculations mistake or otherwise without questioning the period to which it may relate within 30 days from the raising of the demand. They will set-up the unit for the manufacture of LT Switch Board, HCC Bussduct & Allied Products, as already approved by the Corporation.

You are requested to advise Shri Rajesh Jain to execute agreement with the Asstt. Gen. Manager, Udyog Vihar, Gurgaon in respect of the above noted plot immediately.

Thanking you,

Yours faithfully,

Dy. Estate officer,
for Haryana State Indl. Dev. Corpn. Ltd.

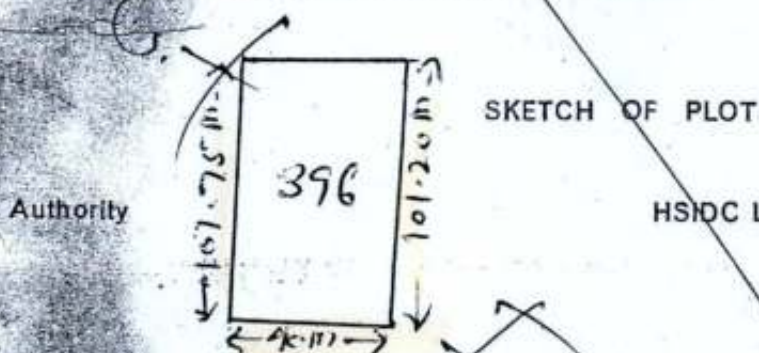
A copy of the above is forwarded to Shri Rajesh Jain, D-4, Rajouri Garden, New Delhi with a request to execute agreement on non-judicial stamp paper worth Rs. 3/- purchased from Haryana Treasury in the name of the executant with AGM(IA), Udyog Vihar, Gurgaon immediately after getting clearance from M/s. DBA Associates.

2. The Asstt. Gen. Manager, HSIDC, Udyog Vihar, Gurgaon with a request to execute agreement with the party.

Dy. Estate Officer,
for Haryana State Indl. Dev. Corpn. Ltd.,

HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
OFFICE OF THE SENIOR MANAGER
INDUSTRIAL COMPLEX DUNDAHERA (GURGAON)

This is to certify that plot No. 396 of size 4059 Sqmt.
has been handed over to M/S. D.B.A. Associates, NEW DELHI - 110008
in the Industrial Complex, Dundahera. Phase III



HSIDC Letter No. HSIDC : IA : DP 396 (1987)/
Dated 11/10/82

Handed Over 18/10/82

Taken Over
For D.B.A. ASSOCIATES
(MRS. PREM GARG)

Counter Signature

Senior Manager (IA)
Indl. Complex, Dundahera

A copy is forwarded to :-

1. M/S. D.B.A. Associates, 49/25, East Patel Nagar, opp. Kalindi College, NEW DELHI - 110008
2. Head Office with reference to their letter No. HSIA/DP/IA/DP/9897/1/10/82
the possession of plot No. 396 has been handed over to M/S. D.B.A. Associates, 49/25, East Patel Nagar, opp. Kalindi College, New Delhi - 8.

Dated 18/10/82

No. HSIA/DDH/DP 396 / 11439

Senior Manager (IA),
Industrial Complex,
Dundahera



2R5

AGREEMENT TO SELL OF INDL. PLOT NO. 396 Ph-III, U.V.

THIS DEED OF AGREEMENT TO SELL is executed today the 12th of Jan'1990 between the following parties:-

1. Smr. Prem Garg w/o Shri M. C. Garg, r/o 49/25, East Patel Nagar, New Delhi, allottee of Indl. Plot No. 396, Phase-III, Udyog Vihar, Gurgaon, measuring 4059 sq.mtrs and in possession of the above said Indl. Plot (hereinafter called the party of the First part). Which expression shall, unless repugnant to the context, include their legal representatives, heirs and successors.

A N D

2. Shri Rajesh Jain son of Shri Pramed Chand Jain, resident of D-4, Rajouri Garden, New Delhi-27, (hereinafter called the party of the Second part.) which expression shall, unless repugnant to the context, include their legal representatives, heirs and successors.

WHEREAS THE FIRST PARTY IS ORIGINAL ALLOTTEE AND OWNER AND IN POSSESSION of an Indl. Plot No. 396, Phase-III, U.V. Gurgaon, measuring 4059, sq.mtrs. allotted by the HSIDC Ltd., Haryana, Chandigarh. The First party has got some temporary A.C.C. construction work including boundary wall etc. etc.

Whereas the Second party approached the first party to purchase the same and First party has agreed to sell the above for a total sum of — Rs.6,50,000/- (Rupees Six lakhs and fifty thousand only) as and where basis on the following terms & conditions:-

1. That full & final payment to HSIDC Ltd., towards cost of plot, Enhancement, Interest etc. is already paid by the First party and if any old demand arises till this date will be borne by the First party only.
2. That Water charges, Electricity & Power charges and taxes etc will be borne by the First party only till the date of this agreement.
3. After signing this agreement/sell, Letter of Physical Possession, Affidavits and all other relevant documents in favour of Second Party if any or required by the Second party.

Contd...page no.2



- 2 -

4. That the post of plot as agreed by the parties is hereby acknowledged as per details given below:-

a) Rs. 1,00,000/- (Rupees one lac only) received vide Bank Cheque No. 480768 dated 9-10-89 payable at Syndicate Bank Mayapuri New Delhi.

b) Rs. 3,04,425/- (Rupees three lacs four thousand four hundred and twenty five only) received vide Bank Draft No. 369166/3041 dated 7-12-89, drawn at Syndicate Bank, Chandigarh, favouring HSIDC Ltd., Chandigarh on a/c.

c) Rs. 2,45,575/- (Rupees two lacs, forty five thousand five hundred seventy five only) received vide Bank Cheque No. Details given dated 12-1-90 payable at New Delhi.

P.O. 692605 dt 12-1-90 for Rs 2,00,000/- payable at Syndicate Bank M.P.N. Ch. no. 493578 dt 12-1-90 Rs 45,575/-
HENCE THIS DEED OF AGREEMENT TO SELL OF INDL. PLOT NO.396, Phase-III,

Udyog Vihar, Gurgaon, measuring 4059sq.mtrs. is signed on this day and date in the presence of the following:-


Party No.1


Party No.2

Witnesses:-

1. Sh. M.C.Garg, 12/1/90
49/25, East Patel Nagar,
New Delhi.

2. J.K. JAIN
J. K. JAIN
Vide cheque no. 490876 dt 12-1-1990 for Rs 2,45,575/- (Rs Two Lacs Forty Five Thousand Five Hundred & Seventy Five only) payable at Syndicate Bank Mayapuri New Delhi



Stamps Rs. 3/-

A F F I D A V I T

I Smt. Raj Garg w/o Shri K.C. Garg, R/o 49/25, East Patel Nagar, New Delhi -8, partner of M/s D.B.A Associates do hereby solemnly affirm and declare as under:-

That we have allotted an Industrial Plot No.396, Phase-III, allotted Udyog Vihar, Gurgaon/by the HSIDC Ltd., Chandigarh, for manufacturing of Industrial activities.

That I have no objection if the above said Indl. Plot is transfer in the name of Mr.Rajesh Jain S/o Shri Pramod Chand Jain, R/o D-4, Rajouri Garden, New Delhi, as we have received the full and final consideration against the Indl. Plot in question.

[Signature]
DEPONENT

VERIFICATION

The above statement of mine is true and correct to the best of my knowledge and belief and nothing has been false thereon.

[Signature]
DEPONENT

Place:- Gurgaon
Dated:- Jan. 1990

Gurdeep Singh & Co. Dependent
who has signed here



A F F I D A V I T

Stamps Rs.3/-

We, Mrs. Prem Garg, w/o Shri M.C. Garg and Smt. Raj Garg w/o Shri K.C. Garg, resident of 49/25, East Patel Nagar, New Delhi-8, do hereby solemnly affirm and declare as under:-

That we are the partners of M/s D.B.A. Associates, and also allottee of an Indl. Plot No.396, Phase-III, Udyog Vihar, measuring 4059 sq.mtrs allotted by HSIQC Ltd., Haryana, Chandigarh for Indl. manufacturing activities.

That we have no objection if the above said Indl. Plot is transfer in the name of Shri Rajesh Jain S/o Shri Pramod Chand Jain, R/o D-4, Rajouri Garden, New Delhi, as we have received full and final consideration against the above said Industrial Plot.

DEPONENTS

VERIFICATION

That the above statement of ours is true and correct to the best of our knowledge and belief and nothing has been false thereon.

Dated:-16 Jan. 90
Place:- Gurgaon.

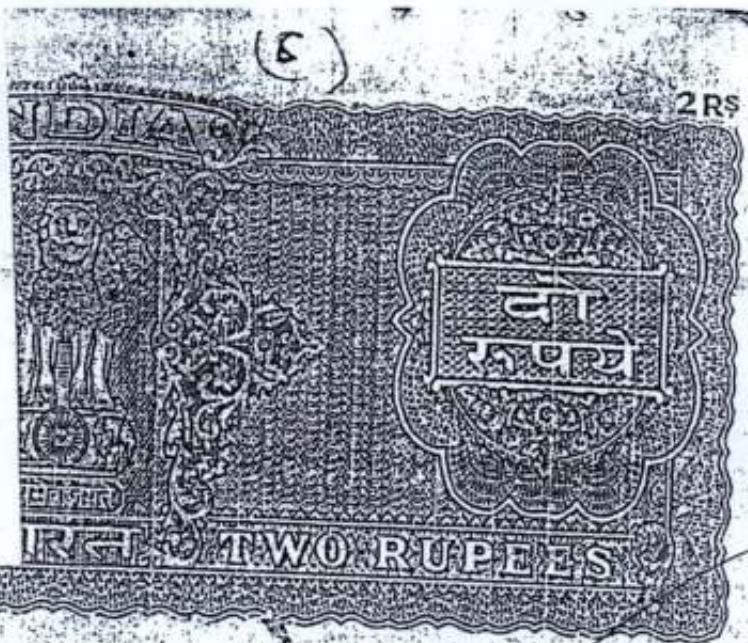
*2 witnesses to dep
who has signed in my
Pres. Affirmation
12/1/90
11/1/90*

DEPONENTS

15/1/90

11/1/90

Transf of Property for
DRA Associates to P.J
Jan 90



HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED.
S.C.D. NO.40-41, SECTOR - 17 A, CHANDIGARH.

This agreement made this 19th day of Jan 90 One
Thousand Nine Hundred Ninty between the Haryana State Industrial
Development Corporation Limited (hereinafter called the Corporation
of the one part and Shri Rajesh Jain son of
Shri. Pramod Chand Jain R/o D-1, Rajouri -
Garden, NEW DELHI (Hereinafter called the
allottee) of the other part.

WHEREAS ON the request of M/s D. B. A. Associates,
th. Smt. Prem Garg Industrial Plot No. 356 measuring
4059sq.mtrs. in the Industrial Estate/ Ph-III, Udyog Vihar,
Gurgaon was allotted to him for the purpose of setting up an Indu-
stry as per the scheme submitted by him, on the terms and conditions
mentioned in the allotment letter and incorporated in the agreement
entered with him on 6-10-82.

WHEREAS the said M/s D. B. A. Associates,
 has made the full tentative cost
of the plot, the receipt of which the Enamoration, and has shown his
unwillingness to set up his unit on the plot in question.

Contd2.



Page No.2.

AND WHEREAS the said M/s D. B. A. Associates, through Smt. Prem Garg, has now requested the Corporation to transfer the said Plot No. 396 in the Industrial Estate / Udyog Vihar, Ph-III, in the name of Sh. Rajesh Jain, and the Corporation has acceded to the request on the terms and conditions mentioned hereinafter. Hence this agreement binding the parties.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the Corporation agreeing to transfer the said plot No. 396 to him for the purpose of setting up an Industrial unit for the manufacture of L.T. Panel, Sanitary Ware, Aluminium, M.C.C., Bus Ducting & Allied Products in the Industrial Complex/Estate Udyog Vihar, Gurgaon Ph-III. The allottee agrees to pay to the Corporation any amount determined to be due and payable in respect of the said plot within 30 days of the issue of the demand notice. The allottee shall not be entitled to question the demand so made.
2. The non-payment of the amount demanded by the Corporation under clause-1 before the due date will attract payment of delayed interest and penalty as provided in clause 7 of these present.

Contd..... 3.

The Corporation may however at its absolute discretion extend the date for payment of the amount or allow it to be paid in suitable instalments with interest @ 15.5% per annum.

3. That the allottee accepts all the terms and conditions of allotment and the Corporation agrees to deliver possession of the plot to the allottee immediately, if it has not already been delivered to the former allottee.

4. That all mines and minerals whatsoever in or under the said site shall vest in the Government with all such rights and power as may be necessary or expedient for the purpose of searching or working, obtaining, removing and enjoying the same at all times and in such manner as the Govt. shall think fit, with powers to carry out any surface or any underground working and let down the surface of all or any part of the said site and sink pits, erect buildings construct lines and generally appropriate 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 necessary for the full enjoyment on the exceptions and reservation herein - after contained.

Provided that the allottee shall be entitled to receive from the Government such payment for the occupation of the surface by it and for the damage done to the surface of the building on the said site by such work or workings or letting down as may be agreed upon between the Government and the transferee or failing such agreement as shall be ascertained by reference to arbitration.

Contd.

5. That the allottee shall pay to the Corporation/Assessing Authority all general and local taxes, rates or cesses for the time being imposed or assessed in future.

6. That the allottee shall take up construction of the building on the site for setting up the aforesaid industry within a period of Six months from the date of transfer letter or within one month from the date of this agreement whichever is later and complete the construction thereof within One year from the date of issue of transfer letter. The plans of which shall be in accordance with the rules made as per the directions given from time to time by the Town & Country Planning and Urban Estate Department in this respect and approved by the Director, Town & Country Planning Department or any other office duly authorised by him on this behalf.

Further the allottee shall complete the erection and installation of machinery and commence production within a period of two years from the date of transfer of plot, failing which the plot shall be liable to be resumed by the Corporation.

Provided that the unit shall be deemed to have been implemented if the allottee starts commercial production after completing construction to the extent of at least 25% of the permissible covered area of the plot as per approved zoning plan of the concerned estate, within the aforesaid period.

Provided further that on payment of the fee as per schedule given below the Corporation may grant Extension not more than three years extension in time for completion/implementation of the project:-

Contd.....5.

1st Year	-	Rs. 4/- P/Sq. Mtr.
2nd Year	-	Rs. 5/- " "
3rd Year	-	Rs. 6/- " "

The Corporation shall also have a right to call for periodical reports every six months from the allottee about the progress of implementation of the project.

7. All the payments due from and payable by the allottee on any account shall be made before due date failing which he shall be liable to pay the same with interest @ 15.5% p.a. plus delay interest and penalty upto 10% of the amount in default. In case the default continues beyond the extended period, the plot shall stand resumed notwithstanding any laxity or indulgence shown by the Corporation.

8. That the Government may in the near future acquire possession and proprietary rights over the land surrounding the Industrial Estate and the Government may thereafter in its discretion decide to convert this area or a part of it into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of that part of the land so utilized will be payable by the allottee to the Corporation within a period of 30 days from the date of receipt of letter of demand. If proportionate cost of the amount as demanded is not paid by the allottee, he shall be liable to pay it alongwith interest @ 15.5% per annum.

9. The allottee shall pay to the Corporation such proportionate development charges as may be payable to the Government/Govt. body by the Corporation for external water supply - electricity installations, roads, storm water drainage, sewerage etc. in ten equal annual instalments with interest @ 15.5% per annum. The first instalments shall be paid within thirty days from the date of issue of the letter of demand, failing which

the allottee shall be liable to pay the same alongwith interest 15.5 per annum. In the event of failure of the allottee to pay within six months from the date of issue of the said letter as provided in this para and para 7, the Corporation may resume the said plot alongwith any building constructed there in accordance with terms and conditions set forth of these presents.

10. That the allottee shall pay to the Corporation any additional cost which may have to be paid by the Corpn. to the Govt. on account of increase in cost of the land of which the said plot is a part, and such other expenses as may be incurred by the Corpn. as a result of any reference made to a Court of law under Sec.18 of the Land Acquisition Act, or any order passed by the appellate or revisional authority against the decision of such Court. within 30 days in lumpsum from the date of issue of demand notice or 25% of the said amount immediately within the aforesaid period and the rest with interest at the prescribed rate calculated from the date of issue of demand notice and payable alongwith whatsoever remaining balance regular instalments as may be approved by HSIDC. The said amount shall be treated as part and parcel of the original cost of land and payable alongwith the instalments of the principal cost, notwithstanding the spread-over of the recovery of the amount beyond the date of payment of the last instalment of the principal cost. In the event of failure to do so, Clause-7 of this agreement shall be attracted and the plot shall be liable to be resumed accordingly.

10 (1) That in the case of surrender of the plot voluntarily by the allottee he/she/it shall be entitled to refund of the principal amount of the instalments paid by him/her/it after deduction of interest till the date of

Contd.....7.

request for surrender and/or delayed interest or penalty, if any, imposed for late remittance of earlier instalments. In case the plot has been remittance of earlier instalments. In case the plot has been constructed, the allottee shall be entitled to remove his/her machinery and material within one month surrender, which thereafter the same shall vest in the Corporation without any liability to pay compensation to the allottee for the said machinery or building.

10(ii) That in the event of the allottee's factory being wound up and or for non-payment of any amount on due date or of the additional price within the fixed period or breach of any of these presents and provision thereof by the allottee, The plot has been resumed it shall be lawful for the Corporation notwithstanding the waiver of any of the previous clauses to order to enter thereon or per thereof or authorise any of its officers to possess, retain or enjoy property rights in the former state and to enter upon and into the said site buildings and the machinery thereon, as the case may be the allottee shall only be entitled to refund of the principal amount paid by him/her/it after forfeiture of interest delayed interest and penalty, if any, till the date of resumption or till the date of possession held by the allottee whichever is later imposed during the period for non-payment of previous instalments in time. The allottee shall also be entitled to remove the material used in the construction of the building and the machinery installed thereon within a period of one month from the date of receipt of order or resumption by the allottee failing which the Corporation shall have its undisturbed control and enjoyment therefor and the allottee shall not be entitled to any compensation or damages thereto. The Corporation shall however, serve a notice of 30 days on the allottee before exercising its right of resumption.

Contd.....8.

11. The allottee shall neither construct any residential building on the said site nor shall use the said site for any purpose other than the one mentioned hereinbefore without the prior written permission of the Govt. Corporation and any diversion in project shall also be subject to fragmentation.
12. Except for the purpose of construction of a building in accordance with the building plan approved by the Town & Country Planning Department, the allottee shall not dig or cause to be dug any pit upon the said site till the tentative final price has been paid. The allottee, may, however, before the erection of the permanent building is completed, pitch a tent or erect temporary sheds or kacha buildings for the purpose for which the said site has been sold.
13. The allottee will ensure that his proposed unit will not create any kind of pollution in the Complex and shall obtain clearance certificate from the competent authority for the disposal of the effluent falling within the plot along with building constructed contravention of any provision of Water & Air Pollution Act, on unauthorised disposal of effluents by the unit, the allottee shall be personally liable.
14. The allottee shall not, except with the prior written permission of the Corporation and payment of such fee as may be prescribed, change its/ her/his project or constitution, or otherwise reconvey the right of the plot or any part thereof to any third party.
15. That the dues of the corporation under these presents shall be recoverable from the allottee as arrears of land revenue under Haryana Public Premises (Eviction of premises and Recovery of Dues) Act. 1972.

Contd.....9.

16. The Corporation may through its Officers and servants at all reasonable time and manner after giving twenty four hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the covenants and conditions to be performed and observed by him/her/it under these provisions.
17. The Corporation shall have full right, power and authority at all times to act through its officers and servants for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the allottee as first charge upon the said site the cost of all expenses incurred in connection therewith or in any way relating thereto.
18. Any dispute or difference arising out of or in any way touching or concerning this agreement shall be referred to the sole arbitration of the nominee of the Secretary (to the Govt. of Haryana, Industries Department acting as such at the relevant times. The award of such arbitrator shall be final and binding on the Corporation and the allottee.
19. The allottee shall have to take water for the factory premises and other use of the said plot from Haryana State Indl. Dev. Corpn. water Supply Scheme on payment in accordance with the rates fixed from time to time. Any due on account of water charges shall be treated as principal amount due.
20. That all the costs and expenses co-incident to the execution of this agreement, including the cost of stamp duty, shall be borne by the allottee.

Contd10

21. That the allottee shall also be liable to pay each quarter or after such intervals as may be determined such proportionate maintenance charges/conservatory charges by the Corpn. in case the maintenance of the Industrial Area/Estate is not be taken over by the local body concerned after five years from its inception as unviolate, within fifteen days of the receipt of letter of demand, failing which the allottee shall be liable to pay the same alongwith interest @ 15.5% p.a. and be also liable to other penalties including that to the resumption of the plot as provided hereinbefore for the non-payment of any dues payable under the conditions of these presents.
22. The allottee shall shift/locate its Regd. Office/Head Office in the State of Haryana and such Office shall not be shifted out of Haryana at any stage without the prior written permission of the Corpn.
23. If and so long the allottee fully performs and complies with each and all the terms and conditions herein made and provided, but not otherwise the Corpn. will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this agreement.
24. The allottee may be entitled to get the sale deed if so, required conveying the ownership right of the allotted plot on payment of all the instalments including enhanced cost and any amount whatsoever and on performance of all terms and conditions of allotment contained in this agreement.

The Corporation may allow the allottee to transfer the plot to any other entrepreneur whose proposed unit meets approval of the HSIDC/competent authority on payment of transfer fee @ Rs. 6/- p/sq.mtr. in the

year of allotment with additional one rupees each subsequent year or such other rate as may be applicable for the time being. In case, the allottee has completed the construction to the extent of 25% of the permissible covered area, no payment due from him is in arrear and has got the proper conveyance deed in this favour, that transfer fee @ Rs.4/- p.s.m. or such other rate as applicable for the time being shall be leviable.

In respect of plots situated in the central backward area of the state, the fee payable will be 50% of the rates mentioned above.

In witness of the parties to this agreement have put their hands and seals on the dates mentioned against their signatures.

Signed by the said

(Allottee)

at

on the

(One of these witnesses must be Magistrate (with his court seal))

Contd . . . 12.

Day of _____ 19____

Witness Ajay

Name AJAY KUMAR JAIN

Residence N-58 MANGREVER GROUND, N-DELHI (Signature)

Occupation BUSINESS

Signed by the CEO for and on behalf of the Haryana State Industrial Development Corporation Limited and acting under the authority of
For Haryana State Indl. Dev. Corp. Ltd.

(Corporation) the 19th day of Jan. 1990 Deputy Estate Officer

in presence of _____ Witness

Witness [Signature] Name _____

Residence 185/4 Ind. St.

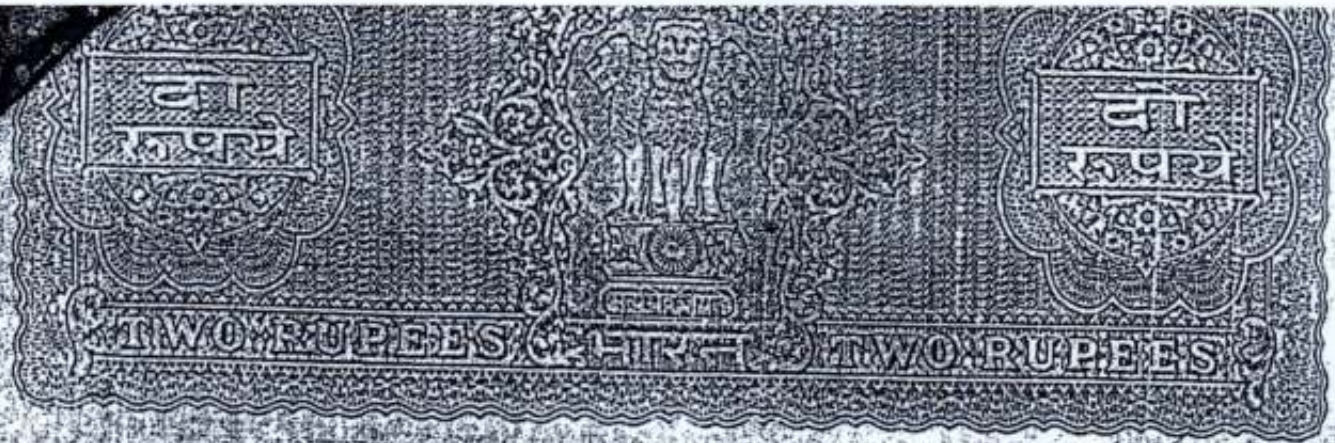
Occupation Deputy (Signature)

Witness name D.K. Soodhans for HSIDC UV Sec. 6/1

Residence 2. Pankaj Kumar for HSIDC UV Sec. 2/1

Occupation _____ (Signature)

12/1/90



UNDERTAKING

I RAJESH JAIN SON OF SH. PRAMOD CHAND JAIN, Resident of D-4,
Rajouri Garden New Delhi, do hereby undertake as follows:-

That HSIDC has approved transfer of plot No. DP-396, Phase-III,
Udyog Vihar, Gurgaon in my favour and in this respect I under-
take to make all the payment to HSIDC Ltd. old as well as new
arising due to calculation mistake or otherwise found payable
without questioning the period to which it may relate within
35 days from the raising of the demand.

DEPONENT

VERIFICATION

I the above named executant do hereby confirmed and
declare that the contents given in the above undertaking are true to
the best of my knowledge and belief and nothing has been concealed
therefrom.

DEPONENT

*Identified by IC company
who has signed
my name*

18/11/20

18/11/20



PARTNERSHIP DEED.

① THIS DEED OF PARTNERSHIP is made on this 1st day of October, 1993 between:-

1 Shri RAJESH JAIN aged 22 years S/o Shri Pramod Chand Jain R/o D-4, Rajouri Garden, New Delhi-110 027; hereinafter called the party of the First Part

AND

2 Smt. VAISHALI JAIN aged 21 years W/o Shri Rajesh Jain R/o D-4, Rajouri Garden, New Delhi-110 027; hereinafter called the party of the Second Part,

WHEREAS the party of the First Part Shri Rajesh Jain alongwith Shri Pramod Chand Jain S/o Late Shri Bishamber Sahai Jain R/o D-4, Rajouri Garden, New Delhi-27 was carrying on partnership business at 396, Udyog Vihar, Phase-III, Gurgaon with office at D-4, Rajouri Garden, New Delhi-110 027 under the name & style of M/s PRAPLASIN INDUSTRIES, under and by virtue of the deed of partnership effective from 15th May, 1991.

AND WHEREAS the said Shri Pramod Chand Jain retired from the aforesaid partnership from the close of business on 30th September 1993 vide Retirement Deed dated 30th September, 1993 and the business with all its assets and liabilities continued with Shri Rajesh Jain.

AND WHEREAS it was agreed by the party of the first part Shri Rajesh Jain with the party of the Second Part Smt. Vaishali Jain, that the party of the Second Part be taken as partner in the aforesaid business w.e.f. 1.10.1993 and the said business shall be run in mutual partnership amongst the parties hereto.

AND WHEREAS the parties of the First & Second Part have agreed upon the terms and conditions of the partnership and it is considered expedient to reduce the same in writing.



-: 2 :-

NOW THIS DEED WITNESSETH that the parties hereby mutually agree as follows:-

- 1 That the firm shall run under the name & style of M/s PRAPLASIN INDUSTRIES at 396, Udyog Vihar, Phase-III, Gurgaon with Office at D-4, Rajouri Garden, New Delhi-110 027 or at any other place or places which the partners may mutually decide from time to time.
- 2 That the firm shall carry on the business of Manufacturers, Traders, Importers, Exporters in all kinds of Sheet Metal parts, Rubber parts, Auto parts and allied products etc. or any other business either of a allied or kindred nature as decided amongst the parties from time to time.
- 3 That all necessary and proper books of accounts shall be regularly maintained and shall be open to inspection to all the parties who shall also be entitled to take extracts and copies therefrom as they may deem fit.
- 4 The capital of the firm shall be contributed by the parties in such proportion, as may be agreed upon by the parties from time to time and as they shall consider necessary for the efficient conduct of the partnership business.
- 5 The capital of the partnership contributed by the parties shall not bear any interest.
- 6 That no salary or remuneration shall be paid to any of the parties.
- 7 That on 31st March every year the Profit & Loss Account shall be drawn up and the net Profit & Loss of the partnership shall be adjusted in all the parties as per their profit sharing ratio.

(51)

-: 3 :-

8 The Profit & Loss of the partnership shall be distributed amongst the parties in the following manner.

1 Shri Rajesh Jain
2 Smt. Vaishali Jain

Profit/Loss
75%
25%

9 The parties may by mutual consent make withdrawals from time to time for their personal needs and requirements which shall be treated as their drawings and shall be adjusted against share of profit accruing to them at the end of each year or by debit to their respective Capital Accounts.

10 That the partnership is at will and can be dissolved by any of the parties after giving the other parties two months previous notice to be sent under Regd. A.D. Cover.

11 The parties to this deed will manage the partnership business and shall devote their best attention and time thereto and carry & manage the same for the common benefit of both the parties to the utmost of their ability and skill with such assistance from time to time of Accountants, Managers or other Employees as they shall deem necessary during the continuance of the partnership.

12 A partner cannot without the written consent of the other partners;

- a) Borrow any money with or without security in the name of the partnership.
- b) Stand security for any person whereby the interest of the partnership is in any manner affected or jeopardised.
- c) Lend money of the partnership, transfer or carry his interest in the partnership in any way whatsoever, both as regards capital investments & sharing of profits & losses, nor pledge, mortgage or hypothecate any of the assets of the partnership.

Contd.....4

For Proprietary Industries

Partner

For Proprietary Industries

Partner

-: 4 :-

- d) Dismiss any employee of the firm.
- e) Pledge the credit of the firm in any manner.

- 13 A new partner shall be admitted to the partnership only with mutual consent of the existing partners on the terms and conditions decided upon.
- 14 That a bank account or bank accounts in the name of the firm shall be opened which shall be operated as mutually decided by the partners from time to time.
- 15 That in case of any dispute the matter shall be settled by mutually agreed arbitrator amongst the partners whose decision shall be final & binding on all the partners.
- 16 The provisions of the Indian Partnership Act 1932 shall apply as regards the matters which are not expressly provided for herein above.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands the day, the month & the year first here in above written.

WITNESSES:-

1. [Signature]
[S.D. JAIN]
78 Vasanta Enclave,
Pitampura, Delhi 110054

1. [Signature]
Signature of the party of first part

2. [Signature]
Signature of the party of Second part

2. Girish Bansi

BLOCK-C, POCKET-C
FLAT NO-88-A
SHALIMAR BAGH,
DELHI - 110052



ADDENDUM TO PARTNERSHIP DEED

THIS ADDENDUM TO PARTNERSHIP DEED is made into this 19th day of AUGUST 1999 between :-

- 1 SHRI RAJESH JAIN aged around 28 years S/o Shri Pramod Chand Jain R/o D-4, Rajouri Garden, New Delhi-110 027 hereinafter called the party of the FIRST PART.

AND

- 2 SMT. VAISHALI JAIN aged around 27 years W/o Shri Rajesh Jain R/o D-4, Rajouri Garden, New Delhi-110 027 hereinafter called the party of the SECOND PART.

WHEREAS the party of the first & Second part are carrying on the partnership business under the name & style of 'M/s NEOLITE INDUSTRIES' at 396, Udyog Vihar, Phase-II, Gurgaon with Head Office at D-4, Rajouri Garden, New Delhi by virtue of the partnership deed dated 01/04/1998.

AND WHEREAS the partners have decided to amend clause No.12 of the said partnership deed regarding borrowing powers of the partners & they have decided to execute a Addendum to the partnership deed & considered expedient to reduce the same in writing.

NOW THIS DEED WITNESSETH that the parties hereby mutually agree as follows:-

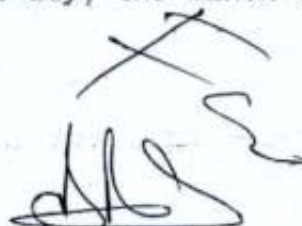
- 1 The clause No.12 of the partnership deed dated 1st April 1998 shall stand Amended w.e.f. 19/08/99 and shall now read as follows:
 - a) A partner can borrow any money with or without security in the name of the partnership if the same is for the benefit of the partnership.
 - b) A partner can stand security for any person if the Interest of the partnership is not jeopardised or affected in any manner.

Contd.....2

- c) A partner can execute or sign all relevant papers on behalf of the firm which may be required by any bank or financial Institution for the purpose of lending money to the partnership firm.
- 2 All the other clauses/provisions as written in the original partnership deed shall continue to be operative.

IN WITNESS WHEREOF the parties have set and subscribe their respective hands the day, the month & year first hereinabove written.

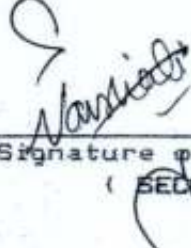
WITNESSES:

1. 
DINESH JAIN (Sovico)
A-22, Lok Vihar,
Delhi-110024

2. 
Sandeep Kumar
293 Sector 7, Gurgaon-122001.



Signature of the party of
(FIRST PART)



Signature of the party of
(SECOND PART)



(a) General Power of Attorney.

I, Mrs. Vashali Jain wife of Shri Rajesh Jain, partner of the firm M/s PRAPDASIN INDUSTRIES, 396 Phase-III, Udyog Vihar, Gurgaon(Hr), do hereby nominate, appoint and authorise Mr. Rajesh Jain s/o Shri Pramod Chand Jain, who is also partner in the above firm, to do execute the following acts, deeds and things;

Whereas the executant is lady and unable to manage, control and look after the business of the firm herself/personally

1. That my above said attorney is empowered to deal with all the Haryana Government /Semi Government/Central Government office/s in all respect in connection with the above said firm and to apply and get any kind of licence/s in the name of the firm, to file and submit any kind of applications, affidavit, agreement, I/Bond, surety Bond, etc. to have the same attested with his own signature, to deposit and withdraw any kind of amount, and security amount and to produce and withdraw any kind of documents in the court of office/s. To obtain the copy of order/judgment from the court/s of office/s and to file, any kind of suit, plaint, Revision and appeal and to sign on the written statement, replications and to compromise and compound the suit and cases.

2. To appoint any pleader/Advocate.

3. To apply and get for any subsidy and seed money and to deal with the concerned department.

4. To apply and get electricity/water connection and to extend the



'2'

5. To contest any sort of case on my behalf.
6. To apply and get Telephone connection/sales tax Licence and other concerned licence with his own signature.
7. To deal with the Excise /Sales tax Deptt and to obtain the Declaration and other forms and to deposit its charges.
8. To apply and to get the certificate from the Pollution Deptt/ Industries Department etc./HSIDC /HSEB.
9. To appoint any special attorney and to delegate the powers to him.

In witness whereof I have signed on this G.P.A. on the date, year, month mentioned below i.e 3.11.1993.

Witnesses:

1.

SUGHASHISH SINGH
D-679 C.R. Park
New Delhi - 110019

2.

Signature of the Executant.

(Mrs. Vaishali Jain)

Signature of the Attorney.

(Mr. Rajesh Jain).



यह दिवले हस्तातर पत्र आज दिनांक 24th October 1991

हरियाणा राज्य औद्योगिक विकास निगम लिमिटेड चन्डीगढ़ इसके बाद
बादविहता कल्लासा एक ओर है तथा दुसरी ओर है श्री RAJESH JAIN

S/O. SHRI PARMOD CHAND JAIN AND PARMOD CHAND JAIN

S/O. SHRI BISHMBER SAHAJ JAIN PARTNER OF M/S.
PRAPLASIN INDUSTRIES RESIDENCE OF- D-4 RAJARI GARDEN
जिला की संतारिती कहा जायगा NEW DELHI-1100027

वहां वाणिज्य जिसे विहवा हस्तारित करने का इच्छुक है इस की
जायवाद है क्या इस जायवाद के पूरे एक कासिल है।

पेज न०-२

For Haryana State Indl



2- यह कि स्थल बंटारिती को उसके प्राथमिक पत्र दिनांक 12-4-88

पर आवंटित किया गया था। उद्योगिक क्षेत्र में इस स्थान को केवल उद्योगिक स्थापना के लिए प्रयोग किया जाना था, जिसे सम्बन्धित शर्तों त्रिकोणमकीते में

ही तय हो गई थी। यह समझौता दोनों पक्षों के मध्य दिनांक 19-1-90

को हुआ।

3- यहां बंटारिती ने उपरोक्त स्थान के लिए नियत की गई किश्तों में

सारी राशि रुपये 508958-00 की अदायगी कर दी है और बाकी राशि

रुपये Nil हरियारा निगम आवक रजिस्ट्री अदा करेगा।

पेज नं-3

For Haryana State

[Signature]
A.G.M.



-3-

अब यह दिखे इस बात का समारा है कि इस सम्पत्ति को कार्यान्वित

करने तथा अंतरिती को प्रविदा को ध्यान में रखते हुए जो राशि रुपये

508958/83 FIVE (ACS EIGHT THOUSEND NINE HUNDRED FIFTY EIGHT) अंतरिती द्वारा अदा की गई है, विद्वता स्थान क्रमांक ONLY/

नम्बर 396 चीफ़ ऑफ़ क्लर्क मे 4059 Sq. Mats

अंतरिती को सन्निहित करता है जिस का विवरण विद्वता के कार्यालय की योजना काईल में दर्शाया गया है तथा जिस पर निदेशक लहरी तथा ग्रामिण सम्पदा विभाग

ने दिनांक 21st दिन MAY १९ 84

जो कि अब स्थान के नाम से जाना जायेगा ने निम्न स्तर पर हस्ताक्षर किया

[Handwritten signature]

पेज नं-४

[Handwritten signature]

For Maryana State Ind. T.

[Handwritten signature]



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अंतरिती निगम को वसूली अतिरिक्त राशि जिस की वसायगी भूमि की कीमत बढ़ जाने से निगम की ओर से सरकार को देय होगी, बदा करेगा।

५(क) यह कि भूमि अधिग्रहण नियम १८६४ की धारा १८ के अधीन किसी न्यायिक अदालत या सक्षम अधिकारी के निर्णय के अनुसार भी भूमि जिस पर प्लॉट स्थित है कि मुख्य विधि के परिणाम स्वरूप लघु या अन्य प्रकार के कई जिले निगम ने सरकार को बदा किया होगा, अंतरिती को यह राशि के मुगतान के लिए

पेज नं०-५



-५-

जिस गर पत्र की तिथि से ३० दिन के भीतर निगम को भुगतान नहीं करता तो उसे राशि पर -- $\frac{15}{2}$ -- प्रतिशत सलाना की दर से ब्याज देना होगा।

६- यह कि तमाम खानों, खनिजों, जो कि ऐसी भूमि के नीचे हों, सरकार उसकी मालिक होगी और उसकी खोज के लिए जिन अधिकारों और कल प्रयोग की आवश्यकता समझी जायेगी, सरकार उन को प्रयोग करेगी। सरकार यदि आवश्यक समझेगी तो कथित भूमि की सतह पर खुदाई करा सकती है।

पेज नं०-६

उपस्थित-६

J-mall



-६-

उही स्मारक की निमाण लाइन को स्माप्त कर सकती है और इस काम के लिए वो भी मुनासिब सार्यदाही सम्पत्ती, करेगी।

७- यह कि निवृत्त भविष्य में यदि सरकार औद्योगिक सम्पदा के हर्द गिर्द की भूमिपाक बनाये या किसी सार्वजनिक कार्यों के लिए अधिग्रहण करती है तो अधिग्रहण मुख्य और भूमि के उस भाग के विकास की राशि निगम द्वारा सरकार को वदा की जास्ती और इसी प्रकार

पेज ५९-७

उपरोक्त कार्य के लिए

For Manager, P.W.D. & C.
J. Meek



-७-

वैतारिती को निगम द्वारा राशि की अवयवी के लिए भी नर पत्र की तिथि के ३० दिव के भीतर निगम को वैतारिती राशि का भुगतान करना होगा और यदि वैतारिती समय के भीतर इस का भुगतान नहीं करेगा तो उसे राशि के साथ साथ ~~15/-~~ प्रतिशत सलाना की दर से ब्याज भी बढ़ा करना पड़ेगा ।

८- यह कि वैतारिती को जल सफाई, सड़को, जल विकास नालियाँ, नालों आदि जैसे विकास कार्यों पर रकम की गई राशि जो निगम

मेव न

For Haryana

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द्वारा सरकार को अदा की गई, समनुपत से इस सलाना किरती मे
 ७ प्रतिशत ब्याज सहित अदाकरी होगी। अंतरिती को निगम की ओर से
 मी गई पहली किरत की अदाकरी की चिट्ठी की रसीद की तिथि के तीस
 दिनके भीतर राशि अदा करनी होगी और यदि वह ऐसा नहीं कर पाएगा
 तो अंतरिती को मूल राशि सहित $15\frac{1}{2}\%$ प्रतिशत सलाना की दर से ब्याज
 भी अदा करना होगा। यदि अंतरिती निगम द्वारा राशि की अदाकरी के लिए
 लिखी गई चिट्ठी की तिथि से ६ मास के मुक्तान नहीं कर पाता तो इसे उल्लिखित

पृष्ठ न०-६

For Haryana State Indl. & Genl. S.



-६-

पुरा ७ में दी गई शर्तों के अनुसार निम्न कथित प्लॉट पर क्की इमारत
सज्जित अपने कब्जे में ले सकता है।

६- यह कि अंतरिती स्वयं ही प्लॉट का कब्जा निम्न की सौंपता
है तो इस सूरत में निम्न की ओर से खर्च की गई आवश्यक राशि की कटौती
के बाद बचा की गई किस्त की सुरु राशि वापस लेने का अधिकारी होगा या
उसे ब्याज की हानि-उठानी पड़ेगी। ऐसी सूरत में जब कि प्लॉट पर इमारत
का निर्माण किया जा चुका हो तो अंतरिती को चाहिए कि एक मास के
भीतर वहां से इमारती सामग्री और मशीनों आदि को उठा ले, अन्यथा

पेज नं० १०

For Haryana Secretariat

J. Mehta



-१०-

शर्तों के अनुसार बदायगी न कर सकने के परिणाम स्वरूप उपरोक्त वस्तुएं
 स्मरित सहित निगम की सम्पत्ति समझी जावेगी और निगम इसकी किसी
 प्रकार की क्षतिपूर्ति का जिम्मेदार नहीं होगा। इस स्थिति में जब कि
 बावंटिती की फौजदारी बन्द हो जाती है या वह किशोरों की बदायगी या
 दूसरी शर्तों को समय पर पूरा नहीं करत हैं तब निम्नलिखित हरियाराणा
 बायोगिक विकास निगम को यह कानूनी अधिकार होगा कि वह कथित
 प्लॉट उससे सम्बन्ध स्मारक और मशीनरी को पिछली जमान शर्तों
 को मुलाकर अपने कब्जे में ले सकता है। बावंटिती निगम द्वारा खर्च
 की गई बाव यक राशि की शर्तों के बाद अपनी मूल हरिद, धूसी को

पेज न०-११

For Handwritten State...

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Handwritten text

38



-११-

नामक लेने का अधिकारी होगा। इस समय में से किसी की अपायगी न होने या किसी और कारणसे हुए जुमाने की कटौती भी की जायेगी। आवंटिती को यह भी अधिकार होगा कि वह निगम द्वारा कब्जा आने की विट्टी की लिखि से ह: मस्त के बन्दर वहां ली मशीनरी और सामग्री को हटा सकता हो, अन्यथा इसके बाद ऐसी काम सम्पत्ति पर किए किसी हस्ताक्षर के निगम का अधिकार होगा। निगम बंटारिती की सम्पत्ति को अपने कब्जा में लेने के लिए तीस दिन का नोटिस देगा।

पेज नं-१२

For Muzans for the ...
anacab
 (Signature)



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१०- यह कि कोई भी वापसिलनद स्यापार और पले अनुमति लिए
इन स्थानों कावा इमारतों में नहीं किया जा सकता ।

११- यह कि निगम को यह पूरा अधिकार होगा कि वह तब शुदा त्नाम हर्तों
को अपने सक्षम अधिकारी या कर्मचारी से पूर्णतः पालन कराने में सक्षम हो ।

१२- यह कि निगम तब शुदा त्नाम हर्तों को अपने अधिकारी या
कर्मचारी द्वारा पूर्ण रूप से पालन कराने को अधिकारी होगा और वह इन
नियमों और हर्तों की पालना कराने के लिए अपने हर आवश्यक कार्यवाही
करने में सक्षम होगा और वाकंतिती से कथित फाट पर वाए पहले हर्तों और

पेज नं-१२

For Haryana State Indl. D.

Handwritten signature
-macu-



-१३-

उसी वकूली के सम्बन्ध में उठाए गए समस्त कथना कोई भी तर्कों की वकूली के लिए सभी प्रकार की कार्यवाही कर सकता है।

१३- यह कि किसी प्रकार का मगडा या सतमद उठने की दूरत में जो इस मामले या अनुबन्ध में सम्बन्धित हो तो इस मामले को मध्यस्थता के लिए सक्षम अधिकारी, सचिव, हरियारावा औद्योगिक विभाग को भेजा जा सता मध्यस्थ द्वारा दिया गया कोई भी निर्णय निमेष तथा आवंटिती को मान्य होगा।

पेज न०-१४

J. Malhotra



-१४-

१३- यह कि इस अनुबन्ध की तैयारी पर बार तमाम आवश्यक खर्च और स्टैम्पी बिल्यूटी बादि सहित खर्च अंतारिती को सहन करना पड़ेगा।

१५- यह कि बावंटिती फाँटरी तथा प्लॉट के लिए निगम द्वारा पानी प्राप्त कर सकेगा और उसे बाटर सप्लाई योजना द्वारा समय समय पर निश्चित की जाने वाली पोम्पिंग प्लॉट की दरों के अनुसार बढ़ायगी करनी पड़ेगी।

१६- यह कि यदि अंतारिती अनुबन्ध में दी गई तमाम शर्तों और निगमों की सालना करता रहता है तो निगम अंतारिती में किसी बधिकारी को सुरक्षित रखते हुए उसे शान्तिपूर्ण ढंग से काम करते रहने का आश्वासन देता है

मजिस्ट्रेट-६६

उपरी-६६

For Magistrate's Office

A. Malhotra

A.G.M. (L.S.)



-१५-

बौर यह इकरार तथा घोषणा की जाती है कि जब तक इस सम्बन्ध में कोई
वन्य मतलब नहीं उतरता ।

- (ए) प्रबन्धक निर्देशक हरियाराग राज्य औद्योगिक विकास
निगम या इस द्वारा वन्य किसी सक्षम अधिकारी के
कायालिय द्वारा इस बारे अपनी राई दी जायेगी बौर
वह समस्त आवश्यक कार गुजारी करेगा।

फैज न०-१६

Haryana State Govt. I

J. Mehta



-१६-

(बी)

ब्यान शब्द 'हफिदार' द्वारा समय समय पर दिए गए
ब्यान का मतलब है कि प्रबन्धक निदेशक, हरियाराणा
राज्य औद्योगिक विकास निगम किसी भी मामले
या मसल्ले के उठने पर निगम द्वारा सन्धान कोई भी
व्यक्ति कार्यवाही कर सकता है।

सी)

अंतरिती के माँझा दिए गए ब्यान के अतिरिक्त
यह होगा -----
उसके कानूनी उत्तराधिकारियों। अनुमतिपूर्ण।
प्रतिनिधियों, नियुक्त किये, ठेकेदारों और कोई
भी व्यक्ति निगम की अनुमति से करवा रख सकता है।

देख न०-१७

20 March 1957

A. Mehta



-१७-

76 (बी)

क्यान शब्द , अतिरिक्त बड़ी हुई कीमत भूमि के मालिक की क्षतिपूर्ति के साथ शामिल होगी ऐसा कि मौजूदा अनुबन्ध के पैरा ५ में दिया गया है वीरु अन्य तर्कों जिन का उल्लेख पैरा ३,७ और ८ में हुआ है ।

पृष्ठ नं०-१८

9/10
 [Handwritten signature]
 [Handwritten signature]



-१८-

(घ) क्याग चकम' सरकार' मांगुदा अनुबन्ध मे दिर गर
 सब्दा, नके प्रयोग भा मरुच है नि इत सम्बन्ध मे सरदार
 माधन सरियाराग टाऊन रन्ड कन्टि एलानिंग । शहरी
 सम्पदारे विभाय या किसी सचम अधिकारी द्वारा कार्यवाही
 करेगा।

पेज ३०-१६

रामदास-१३/१

St-much



-१६-

गवाही में पार्टियों को झगड़: अपने नाम, स्थान और जगह में उल्लेख करना है।

हजियाणा राज्य औद्योगिक विकास निगम

द्वारा इस नाम के लिए सक्षम अधिकारी के हस्ताक्षर

तिथि 24th दिन October १९९१

हस्ताक्षर RAJESH JAIN । बंता रिची।।

पर 24th तिथि Oct

दिन Oct 24 १९९१

RAJESH JAIN.

गवाह की उपस्थिति में :- 19/10/91

नाम Ramchandrar

रिहायश 19/10/91 ।। हस्ताक्षर ।।

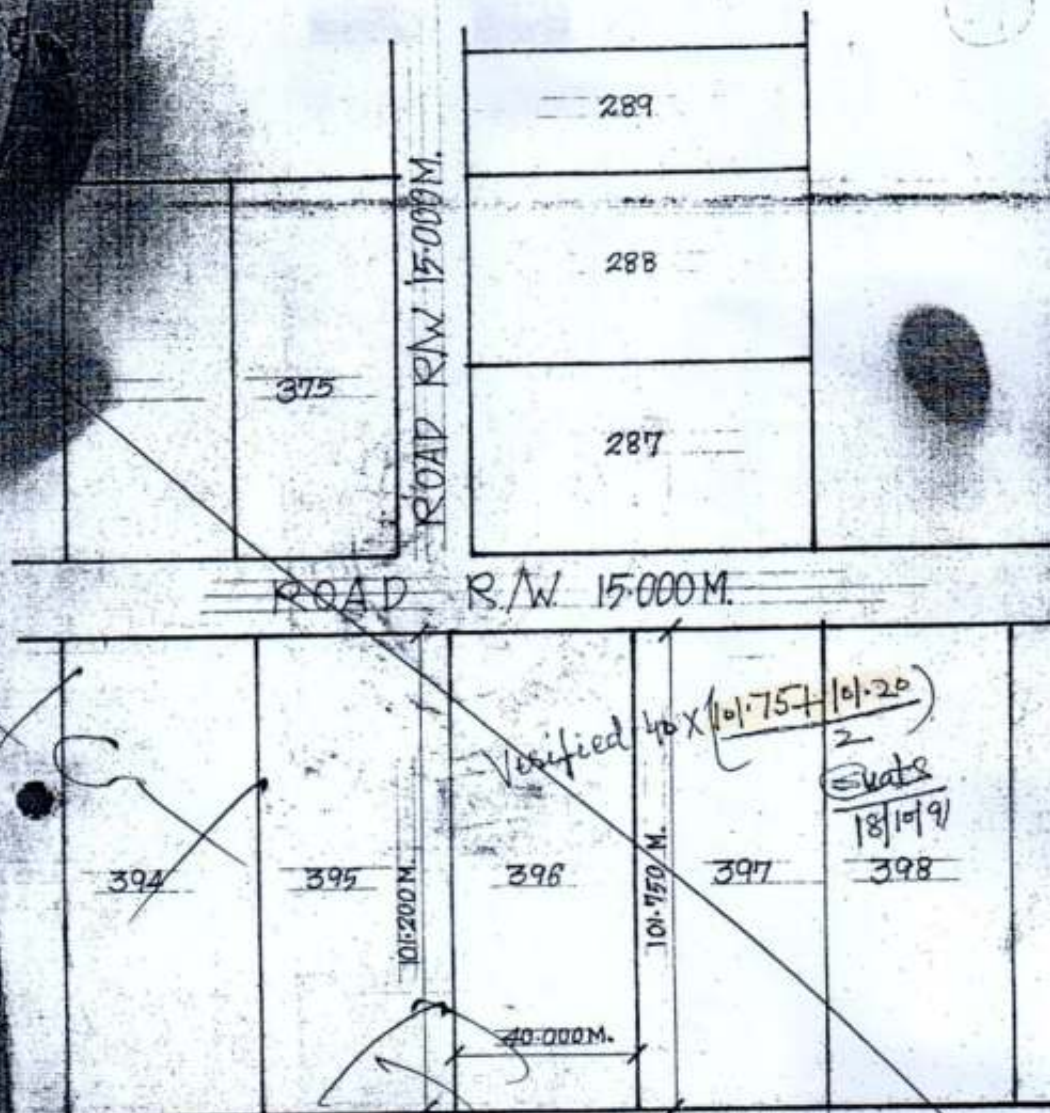
पेशा ...

नाम Balbir Singh

रिहायश ... हस्ताक्षर

पेशा Gurjar

Tilak & Co.
E-103 Market
Gurgaon New
Delhi

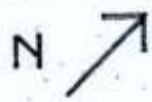


SITE FOR HILL

PLOT AREA = $40.00 \times (101.75 + 101.20) / 2 = 4059.0000 \text{ Sq. M.}$

LOCATION PLAN

OWNER: MR. RAJESH JAIN
 PLOT NO.-396, SECTOR-20
 PH-3, DUNDAHERA
 UDYOG VIHAR, GURGAON



OCCUPATION CERTIFICATE

To

M/s Praplasin Industries,
c/o Teja Singh & Associates,
65/20, Near Rohtak Road, N. Delhi-5

Memo No. 7450 STP(Gy) - GCN - Dated 27-11-98

Subj

Occupation Certificate in respect of Residential / Industrial / Commercial building
on Plot No. 396 Sectors/Colony, Udyog Vihar, Phase-III
Town Gurgaon.

Whereas you have applied for the issuance of an occupation certificate as required under rule 47(1) of the Rules 1965 of Act No. 41 of 1963 in respect of the building described above, I hereby :-

- (i) grant permission for the occupation of the said building as per the following details after compounding the deviations mentioned in show cause Notice No. 7356 Dt. 2-09-98
- (ii) refuse permission for the occupation of the said building for reasons given below :

Ground floor:- Administrative Block, Reception, Stair Hall, Ancillary Block, Store, Bath / Toilet etc. at G.F. and Mezzanine floor, Store, Lab, Stair, Hall, Bath / Toilet etc at first floor.

Endst. No. STP(Gy) Dated

The following original file/files are sent herewith to District Town Planner Gurgaon for record as link files to the sanctioned Building Plans available in his office.

Senior Town Planner
Gurgaon

Senior Town Planner
Gurgaon.



ATTESTED PHOTOCOPY

Notary Public, Delhi (India)

24 MAY 2013

(13)

NEOLITE

NEOLITE
INDUSTRIES



396, UDYOG VIHAR, PHASE-III,
GURGAON, HARYANA (INDIA)



☎ : 91-124-4006222, 4006223, 4006224

FAX : 91-124-4006225

E-MAIL : neogrg@neoliteppi.com

Website : www.neoliteppi.com

11th December, 2006

The Estate Manager,
HSIDC
Gurgaon

Sub: Withdrawal of Change of Constitution

Dear Sir,

We had applied for a change of constitution of Neolite Industries from Partnership Firm to Neolite Industries Pvt. Ltd. We had also obtained a formal approval vide your letter ref. No. H.S.I.D.C. 4815 dated 25.7.06.

In this connection we would like to bring to your kind notice the following:

That we did not effect the change of constitution as on date neither we informed about the change of constitution to any Govt. agency/department such as Sales Tax, Central Excise, and Disstt. Industries Center, HSPCB, Income Tax etc.

Assets of Neolite Industries (Partnership firm) has not been taken over by Neolite Industries Pvt. Ltd. Neither the same has been shown in the books of accounts of the said company.

Due to some internal issues, the change of constitution could not be effected.

If required we are ready to execute any undertaking in this regards.

Keeping the above in view, we request that the approval as referred above accorded may please be withdrawn and treated as null and void and the original constitution of our firm ie Partnership may please be reinstated in your records.

Thanking You,
For Neolite Industries

(Rajesh Jain)
Partner

From
Despatcher
HSIDC Ltd.

Udyog Vihar, Gurgaon-122007

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12

SUPPLEMENTARY AGREEMENT FOR INDUSTRIAL PLOT/SHED

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF RS. 5/-)

(EACH PAGE OF THE AGREEMENT SHOULD BE SIGNED BY THE ALLOTTEE AND
THE SIGNATURES SHOULD BE GOT ATTESTED FROM MAGISTRATE 1ST CLASS /
NOTARY PUBLIC)

The agreement made on the 28th day of November month in the year Two Thousand
between the Haryana State Industrial Development Corporation Limited hereinafter
called "HSIDC" of the one part and Sh./Ms./M/s. Rajesh Jain, Partner and Smt.
Vaishali Jain, Partner, having the residence/Registered office at D-4, Rajouri Garden,
New Delhi - 110027 of the other part.

ATTESTED
[Signature]
(D. N. GUPTA)
Advocate & Notary
Gurgaon (Haryana) - 122001

Handwritten notes:
- The document is ready to be signed by the parties.
- The document is ready to be signed by the parties.
- The document is ready to be signed by the parties.

Handwritten signature: Vaishali

Whereas Industrial plot/shed No. 396 Phase/Sector III in Industrial Estate U.V. Gurgaon measuring 4059 Sq. mtrs. was allotted to Sh./Ms/M/s Rajesh Jain for the purpose of setting up of an industry for the manufacture of Automobile Lighting & Signalling ^{equipment/Auto Parts} and an agreement containing the terms and conditions of allotment was executed between the Corporation and the Allottee on 19.1.90

Whereas the allottee made a request for Changed named ^{from} and whereas the Corporation has acceded to the request of the allottee for changed named ^{from} under the old policy(ies) on the clear understanding that the allottee shall execute a fresh agreement to the effect that the allottee shall now onwards be covered under the new policy of the Government;

And whereas the Corporation and the allottee have agreed to enter into a supplementary agreement on the terms and conditions set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the allottee shall continue to enjoy the right of possession of plot/shed so long as the allottee pays to the Corporation the price of the plot/shed including the additional price, if any, and other dues payable by the allottee from time to time as specified hereinafter.
2. That the allottee undertakes that the unit shall go into production/continue to remain in production after constructing atleast 25% of the Permissible Covered Area (PCA) of the plot (except in case of sheds ; and installation of complete plant and machinery as per project report submitted by him, if not already so done, within a period of three years from the date of allotment/ transfer of plot/shed, failing which the same shall be resumed by the Corporation.
3. The allottee will be deemed to have completed the project if he constructs minimum 25% of the permissible covered area and start commercial production within specified period as mentioned above, after installation of the plant and machinery as per project report submitted by him. In case, there is any deviation in respect of installation of plant and machinery, the HSIDC/Competent Authority will be competent to decide whether the plant and machinery which has not been installed, has any material bearing on the project. A certificate of completion of project shall be issued by the HSIDC/Competent Authority on an application by the allottee



4. Any failure on the part of the allottee to adhere to the above construction/implementation schedule and area coverage shall cause a notice for resumption of the plot/shed. In case of non-compliance of these terms and conditions agreed upon and unsatisfactory reply to the show cause notice, the Corporation shall resume the plot/shed and the principal amount deposited will be refunded without any interest after deducting 10% of the price of the plot/shed. The amount of interest/penalty/other charges etc. paid by the allottee to the Corporation shall also stand forfeited.

5. The land shall continue to belong to HSIDC until & unless the full price of the plot/shed together with interest and other amount, if any, due to HSIDC is paid to HSIDC. Allottee shall have no right to transfer the land and building standing thereon by way of sale, gift, mortgage, lease or any other way without specific written approval from HSIDC.

6. That any additional price of the plot/shed as a consequence of enhancement in compensation of land awarded by the court(s) or External Development Charges levied by the Govt. or HUDA, shall be payable by the allottee in lumpsum within 30 days from the date of demand notice falling which a penal interest @ 18% p.a. shall be charged from the date of notice. In the event of non payment of such additional price by the allottee within a period of three months of the notice, the plot/shed shall be liable to be resumed.

7. On payment of total price of the plot/shed, the allottee shall execute a deed of conveyance in the prescribed form and in such manner as may be directed by HSIDC, if not already executed. The charges on registration & stamp duty will be paid by the allottee.

8. Change of Project:-

The plot/shed shall not be used for any purpose other than the industrial activity for which the plot/shed has been allotted. Further the allottee shall also not change the project without prior permission of HSIDC in writing. Violation, if any, shall entail resumption of the Plot/Shed. The allottee may be allowed change of project, other things being equal, by the HSIDC without prejudice to the size of the plot/shed and the prescribed schedule of implementation of the project. However, while permitting change of project factors such as pollution, high water consumption/effluent shall be considered.

Ministry



12. The Allottee shall apply for an Occupation Certificate in field office of HSIDC and obtain the same from the DTP. HSIDC before occupying the building. The Allottee shall, thereafter, inform the Estate Manager (local HSIDC office) that the building has been completed, machinery installed, the unit is ready for commercial production and apply for the Project Completion Certificate. The Estate Manager or his representative (of HSIDC) will inspect the site within a week of the above communication. After satisfaction upon such inspection, HSIDC will issue a Project Completion Certificate.

13. LEASING/RENTING OF INDUSTRIAL PLOTS:-

In order to ensure optimum utilisation of the Industrial Areas/Industrial Estates, leasing/renting of the remaining 75% portion of the building will be allowed by the HSIDC if the allottee has constructed 25% of the permissible covered area and has gone into commercial production. Such permission shall be granted on payment of 25% of the fees prescribed. From time to time for transfer of plots if leasing/renting is for more than five years and on payment of 10% of transfer fees in case the period is five years or less. In case the allottee, after completing 25% construction of the permissible covered area, is not able to implement his project for reasons beyond his control and satisfy the HSIDC of his intention, leasing/renting can be allowed by the HSIDC after charging fee equivalent to transfer fee if the period of lease/rent is more than five years or 50% of the transfer fees if the period is five years or less. It may be clarified that only one additional unit besides that of the allottee will be allowed for leasing/renting in all such cases meaning thereby that not more than two units shall be allowed to function at one time on one industrial plot.

14. HSIDC allots this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the Allottee does not continue to remain in production and the production gets held up, HSIDC shall issue a notice to the Allottee to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.

15. The allottee shall have to pay local and general taxes, rates or cesses as imposed on the said plot/shed by the competent authority from time to time.

16. The Allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the HSIDC. The maintenance & service charges will be payable on per sq. meter basis.

17. The HSIDC reserves to itself all mines and minerals whatsoever including sub-soil water in or under the said site with all such rights and powers as may be necessary.



23. RESUMPTION OF PLOTS/SHEDS:-

The HSIDC will be competent to resume plots/Sheds in its Industrial Estates in case an allottee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot/shed would be approved by the Competent Authority/HSIDC after giving show cause notice. Upon resumption, the principal amount deposited by the allottee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest/other charges paid, if any, shall also stand forfeited. The allottee will be free to remove the structure/debris, if any, on the plot within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. In case of sheds, the allottee will remove the plant and machinery, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. It may be clarified that the allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.

24. RESTORATION OF RESUMED PLOTS:

No restoration of resumed plots shall be allowed. However appeal shall lie to Commissioner Industries, Govt. of Haryana against the orders of the Competent Authority/HSIDC ordering resumption.

25. If the allottee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee duly attested by the Magistrate within a week from the registration of the deed by Regd. A/D post or in person.

26. The policy changes and guidelines issued by the State Government or the Corporation from time to time regarding extension in time, transfer & leasing, charges for various activities or any other issue pertaining to the allotment of industrial plot/shed shall be binding on the allottee.

27. That so long as the allottee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the Corporation will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.

28. APPEAL:-

An appeal against the orders of Competent Authority/HSIDC shall lie to Commissioner Industries, Govt. of Haryana whose decision thereon shall be final.



HSIDC

Instructions to be followed while executing the arrangement by the
Allottee/RLA holder/Transferee allottee

1. The agreement is to be signed only by the allottee/RLA holder. Each page of the Agreement should be signed and the signatures should be got attested from Ist Class Magistrate/Notary Public.
2. The first page of the agreement should be got executed on Non-judicial stamp paper of Rs. 5/- to be purchased in the name of allottee.
3. In case of partnership firm, copy of partnership deed be submitted and the agreement is to be signed by all partners.
4. In case of company, Certified true copy of the Board of Directors resolution on the letter head of the company should be submitted, in favour of person signing on behalf of the company and that should be of date prior to date of signing of the agreement.
5. In case of sole proprietorship concern, an affidavit duly attested from Ist Class Magistrate/Notary Public to the effect that allottee is a sole proprietor of the concern should be submitted.

NEOLITE

NEOLITE
INDUSTRIES PVT. LTD.

DELHI OFFICE : D-4, RAJOURI GARDEN,
NEW DELHI - 110 027
INDIA

☎ : 91-11-2888 8025, 2888 8026, 2888 8027
FAX : 91-11-2545 8704
E-MAIL : export@neoliteppl.com
Website : www.neoliteppl.com

24th Jul, 2007

To,
The Managing Director,
HSIIDC,
C-13 & 14,
Panchkula, Haryana.

Sub: Transfer of Plot No. 396, Phase - III, Udyog Vihar, Gurgaon

Sir,

This has reference to the personal hearing held at your office on 22nd May, 2007 and subsequent meeting we had with Mr. R.P. Gupta on 23rd July, 2007; we like to state that as per the discussion held we request that the above plot may please be transferred in favour of M/s Neolite Industries (Partnership Firm).

We further wish to bring to your kind notice that Neolite Industries Pvt. Ltd. has not taken over Neolite Industries (Partnership firm) neither the change in constitution from Partnership to Pvt. Ltd. ever came into effect. The books of accounts and assets and liabilities of Neolite Industries (Partnership firm) have also not been taken over by Neolite Industries Pvt. Ltd.

The Boards of Directors of M/s Neolite Industries Pvt. Ltd. have agreed to request HSIIDC to effect the transfer of the said plot in favour of M/s Neolite Industries - partnership firm.

It is therefore requested that the plot no. 396, Phase - III, Udyog Vihar, Gurgaon may please be transferred to M/s Neolite Industries and reinstate the original constitution of the firm to Partnership in your records.

Copy of board resolution is enclosed for your needful.

Thanking You,

Yours faithfully,
For Neolite Industries Pvt. Ltd.

(Rajesh Jain)
Managing Director

Encl: As stated above.

हरियाणा राज्य (14)

Haryana State
Industrial Development
Corporation Ltd.
Udyog Vihar, Gurgaon

VANIYA NIKUNJ COMPLEX
Udyog Vihar, Phase-V, Gurgaon
Tel. : 2343402, 2342612 - 13
2342988, 2346764, Fax : 2341104

औद्योगिक विकास
निगम लिमिटेड



(A State Government Undertaking)

Mr. Rajesh Jain & Mrs. Vaishali Jain W/o Sh. Rajesh Jain
Partners M/s. Neolite Industries
396, Phase III, Udyog Vihar, Gurgaon

No. H.S.I.D.C. 4816

Dated 25/7/06

Re: Plot no. 396, Phase - III, Udyog Vihar, Gurgaon
Change in Constitution

Dear Sirs,

This has reference to your request for change in constitution from partnership firm (partners Sh. Rajesh Jain & Smt. Vaishali Jain) to pvt. ltd. company M/s. Neolite Industries Pvt Ltd.

Considering the documents submitted by you i.e. undertaking on Rs. 10/- NJSP duly notarized and the company that Sh. Rajesh Jain will maintain minimum of 51% shareholding in the company supported by Board Resolution dated 03.07.06, your request for change in constitution from partnership firm M/s. Neolite Industries to pvt. ltd. company i.e. M/s. Neolite Industries Pvt Ltd has been considered and acceded to. You are requested to execute the agreement as enclosed and submit the same in original in our office.

Thanking you,
Yours truly

Estate Officer
U.V., Gurgaon

CC: M/s. Neolite Industries Pvt Ltd.
Plot No. 396, Phase - III, U.V., Gurgaon

hsidc - your partner in progress

REGD. OFFICE : C-13 & 14, Sector 5, Ferozkote (Haryana), India
Ph. : 0172-590481, Fax : 0172-590474-75

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No. H.S.I.I.D.C. 3330

Dated

23/8/02

To,

M/s.Neolite Industries Pvt.ltd.
D-4, Rajouri Garden,
New Delhi - 110027

Sub: Your request for transfer of Plot No.396 Phase - III, Udyog Vihar, Gurgaon measuring 4059 sq. mtrs, in favour of M/s.Neolite Industries a partnership firm of Sh.Rajesh Jain & Mrs.Vaishali Jain.

Dear Sirs,

Kindly refer to your request received on 24.07.2007

In this regard I am directed to inform you that taking into consideration the documents submitted by you and the clarifications made from time to time, we are agreeable in principal to allow transfer of the captioned plot in favour of M/s.Neolite Industries a partnership firm of Sh.Rajesh Jain & Mrs.Vaishali Jain, subject to compliance of the following conditions:

1. Execution of agreement on transfer by the proposed transferee to be covered under the EMP-2005.
2. The transferor shall appear in person before EMP.V. Gurgaon to confirm the transaction of transfer by way of affidavit alongwith photographs thereon duly attested by Magistrate 1st class/Notary Public alongwith proof of identity i.e. Voter card, PAN card, Ration Card, Passport etc.
3. Payment of transfer fee @ Rs.300/- per square meter within 30 days of issuance of provisional transfer letter. In case the payment made after expiry of thirty days, intt. @ 11% p.a. with effect from the date of provisional transfer letter till the date of payment shall be made by the allottee:-

Transfer fee @ Rs.300/- PSM (4059 SQM)
Intt. @ 11% is to be charged after expiry of 30 days

Rs.12,17,700/-

4. The Provisional Transfer Letter conveys only technical permission in terms of allotment, which is required to be taken by the allottee from the Corporation and will not absolve the us from any clearance required from any of the authorities under any other Act(s), whatsoever, and the Corporation shall in no way be responsible for any violations of any Act(s) applicable from time to time, if committed by the parties
5. Clearance of all outstanding dues including maintenance charges, if any.

hslide - your partner in progress

REGD. OFFICE : C-13 & 14, Sector 6, Panchkula (Haryana), India
Ph. : 0172-590481, Fax : 0172-590474-75

6. That in case any increase in FAR is required at any stage, we will approach the concerned office to consider our request on merits of the case and this permission by way pf PTL will not entitle us for any such increase in FAR.
7. The basement, if any, shall be used only for parking and utilities and not for any other activity.
8. Since conveyance deed has already been executed in favour of Sh.Rajesh Jain, one the partners, the name of the partnership firm shall be got recorded in the records of Sub Registrar and a copy of document confirming the same shall be furnished to be Corporation.

You are, therefore, requested to remit the above fee and comply with other conditions as laid down within a period of 120 days from the date of issue of this letter to enable us to issue formal transfer letter. This letter shall in no way be construed to be our formal permission and shall have no force until and unless the above formalities are complied with within the stipulated period. In case the conditions are not complied with within the stipulated time period of 120 days the above letter stands withdrawn without any further reference/notice to you.

Thanking you,

Yours Faithfully
For Hr.State Indl. & Infra. Dev. Corpn.Ltd.


Estate Officer
U.V., Gurgaon

CC: M/s.Neolite Industries
Partners Sh.Rajesh Jain & Mrs.Vaishali Jain
Plot No.396, Phase III,
Udyog Vihar, Gurgaon

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दिल्ली DELHI

12AA 394788

AGREEMENT FOR TRANSFER OF INDUSTRIAL PLOT

This agreement is made on the 19th day of September in the year 2007 between Haryana State Industrial and Infrastructure Development Corporation Limited, C-13 & 14, Sector - 6, Panchkula, hereinafter called 'HSIIDC' of one part, which expression shall include its successors, assignees, administrators, executors through its authorized signatory, and Shri Rajesh Jain, Managing Partner of M/s Neolite Industries, 396, Phase - III, Udyog Vihar, Gurgaon, R/o of D-4, Rajouri Garden, New Delhi - 110 027 having its registered office at D-4, Rajouri Garden, New Delhi - 110 027 hereinafter called as the allottee of the other part of this agreement, which expression shall include his/her successors, assignees, administrators, nominees, etc. through its authorized signatory namely Shri Rajesh Jain, S/o late Shri Pramod Chand Jain and Managing Partner of M/s Neolite Industries, 396, Phase - III, Udyog Vihar, Gurgaon, Haryana.

For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Partner

WHEREAS Industrial plot/shed No. 396 PHASE - III Phase/
Sector Udyog Vihar, in industrial Estate/
GURGAON was allotted / Re-allotted to Sh./Ms./M/s
NEOLITE INDUSTRIES

(hereinafter referred to as the original allottee) vide Regular Letter of Allotment/
Re-allotment Letter dated 13-1-95 for the purpose of
setting up of a project for mud guards

and an agreement containing the terms and conditions of allotment was executed between
HSIIDC and the original allottee on 19-1-90/12.1.95

Whereas the original allottee, who has made full payment towards the price of the plot/shed
to HSIIDC, and being eligible to seek transfer of the plot/shed under the Transfer Policy,
contained in the Estate Management Procedure, 2005 (EMP) as amended from time to time,
pursuant to the Industrial policy 2005 (IP) of the State Government, has made a request to
the HSIIDC to allow him/her/them to transfer the said plot/shed in favour of allottee i.e. Sh./
Ms./M/s NEOLITE INDUSTRIES for setting up the industrial project of
Automotive Lamp and the HSIIDC has acceded to the request of the origi-
nal allottee and has allowed the transfer of the aforesaid plot/shed from the name of the
original allottee to the allottee.

WHEREAS in consideration of the HSIIDC agreeing to transfer the said plot/shed in favour
of the allottee, the HSIIDC and the allottee enter into this agreement on the terms and
conditions set out hereinafter :-

NOW THIS AGREEMENT WITNESSTH AS UNDER :-

1. That the HSIIDC shall issue a Letter of Re-allotment to the allottee in respect of plot/
shed and the allottee shall step into the shoes of the original allottee/transfer or and
shall be bound to honour and discharge all the contractual liabilities arising out of the
terms and conditions stipulated in the Regular Letter of Allotment (RLA) Re-allotmen
letter dated 13-1-95 12.1.95 issued in favour of the origina
allottee, Agreement dated 26.7.95 entered into between the HSIIDC
and the original allottee and/or the Conveyance Deed dated 24-10-91, executed by th
HSIIDC in favour of the original allottee in respect of the said plot/shed.

2. That the allottee shall be liable to pay any amount found to be due and all such arrear
or payments detected letter on which could not be earlier detected due to mis-calcul
tion or arithmetical mistake or otherwise and further the allottee shall pay all su
dues or payments within 30 dyas from the date of demand notice, issued by the HSIID

For NEOLITE INDUSTRIES

Namdev
Partner

For NEOLITE INDUSTRIES

[Signature]
Partner

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failing which, with interest @ 14% p.a. within further extended period of 30 days and failing which, the said plot/shed shall liable to be resumed.

3. That any additional price of the aforesaid plot/shed, 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 allottee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which penal 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/shed shall also be liable to be resumed.
4. That the plot/shed shall continue to belong the HSIIDC until & unless the full price of the plot/shed together with interest and other amount, if any, due to HSIIDC is paid by the allottee to HSIIDC. Allottee shall have no right to transfer the land and building standing thereon by way of sale or gift, mortgage, lease or any other way, without specific written approval from HSIIDC.
5. That on payment of total price of the plot/shed, the HSIIDC would execute a deed of conveyance, containing the terms and conditions in consonance with those contained in this agreement as well as IP and EMP, in favour of the allottee. The charges on registration & stamp duty will be paid by the allottee.
6. That the use of the land and the building erected on the above said plot/shed shall be governed by the Zoning plan of the Estate. The allottee shall not alter/change the existing building on the said plot/shed in violation of the zoning plan of the estate and shall not erect or re-erect any building on the said plot/shed in violation of rules and regulations of the Department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and the deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the allottee. In the event of non-compliance by the allottee, the aforesaid plot/shed shall liable to be resumed and the allottee shall be required to remove the plant & machinery within a period of two months from the order of the resumption at the cost and peril of the allottee.
7. That in case allottee decides to reconstruct the building after dismantling the old building or otherwise, he would be required to follow the guidelines/rules and regulations of Department of Town and Country Planning, Haryana as amended from time to time with regard to approval of building plans and obtaining occupation certificate.



For NEOLITE INDUSTRIES

[Signature]
Partner

For NEOLITE INDUSTRIES

[Signature]
Partner

That the allottee shall be required to implement the project/continue to remain in production, for which the aforesaid plot/shed has been reallocated within a period of _____ year (s) from the date of issuance of Re-allotment letter in his/her/its favour. The implementation of project shall mean commencement of commercial production after coverage of construction in accordance with the norms specified in EMP and installation of plant and machinery. The allottee shall within one month from implementation of the project has been completed, alongwith documentary proof in this regard. Upon failure of the allottee to comply with this condition, HSIIDC shall be competent to resume the aforesaid plot/shed after giving show cause notice.

9. That the allottee shall use the utilize the aforesaid plot/shed for the purpose for which it has been allotted and shall not change the nature of the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the HSIIDC, only after considering the ground (s) and such other factors, as contemplated in the EMP, provided that the allottee has paid requisite fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the Plot/shed.
10. That the allottee shall not bifurcate the aforesaid plot/shed except with the prior permission of the HSIIDC. Bifurcation of the plot shall, however, be governed and regulated in the manner as provided in the EMP. Bifurcation of shed shall not be allowed.
11. That further alienation of the above said plot shed/may be allowed by the HSIIDC only after the expiry of one year from the date of the issuance of re-allotment letter by HSIIDC in favour of the allottee, subject to further condition that the person, who steps into the shoes of the allottee, shall not be allowed to further transfer the plot/shed for atleast one year from the date of transfer of the aforesaid plot/shed in his/her/its name. Such transfer shall, however, be subject to the compliance of provisions and payment of transfer fee as prescribed in the EMP, as revised from time to time.
12. No transfer fee would be leviable after the project of the allottee has been in commercial production for more than five years and is free from all encumbrances. However, prior permission of HSIIDC, shall be necessary for such transfer of the plot/shed. The fee at the rates prescribed from time to time, in the EMP shall, however, be payable by the allottee.
13. That the transfer of the aforesaid plot/shed, due to inheritance, succession upon the death of the allottee/majority share holders or the project has been taken over by a financial institution, may be allowed without charging transfer fee, but on the payment of fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer of majority shareholding shall also be treated as transfer.

For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Partner

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That for seeking permission for further transfer of the aforesaid plot/shed, the allottee shall apply to HSIIDC alongwith following documents :-

- a) Letter of Re-allotment in original.
- b) Proposed agreement to sell.
- c) Project report of the proposed transferee, in case of any change of project.
- d) Statment of means of financing of proposed transferee.

The allottee shall, however, be required to submit his request for the proposed transfer within a period of 30 days from the date of proposed agreement to sell, failing which a penalty equivalent to transfer fee shall be imposed upon the allottee, while allowing the transfer. In case the transfer is allowed, the person, who steps into the shoes of the allottee, shall be required to enter into a fresh Agreement with HSIIDC in respect of the industrial plot/shed.

15. That the change in shareholding may be allowed only if the original allottee or his family members (spouse, son, daughter, wife, parents, brother, sister) retain a minimum of 51% share in the project / company / Firm. In case the original allottee and his family fail to Retain the prescribed share holding of 51% it shall be deemed to be transfer, for which the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the allottee.
16. That the allottee, being a private limited company, if becomes a public limited company and is listed with recognized stock exchange, the change in constitution may be allowed subject to the condition that the allottee or his associates (family members), retain the largest share holding and having management control, otherwise it shall be treated as a case of transfer and the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the allottee.
17. That in order to ensure optimum utilization of the industrial areas/industrial estates, leasing/renting of the premises of the building may be allowed if the allottee has made construction as per the standard norms and has remained in production for one year. Such permission may be granted by the HSIIDC on payment of leasing fee, as prescribed in the EMP, from time to time. However, prior approval of the HSIIDC for leasing shall be mandatory.
18. That the number of leases on the aforesaid plot/shed shall be permitted as per the provisions contained in EMP. The permission for leasing shall be valid for the period specified in the permission letter and after having obtained permission for leasing, the allottee shall be at liberty to change the tenants within the period so specified subject

For NEOLITE INDUSTRIES

Partner

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For NEOLITE INDUSTRIES

Partner

to the allottee keeping HSIIDC informed about any change made in the tenancy and getting the project of the lessee/tenant approved from HSIIDC and payment of leasing fee as prescribed in the EMP, from time to time.

19. That the allottee shall have to take water for the unit set up and other area of the said plot/shed from the water supply system of the HSIIDC on payment in accordance with the rates fixed from time to time. The allottee shall not dig or install any tubewell/bore-well within his plot/shed for meeting his water requirements.
20. That the HSIIDC shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the plot/shed with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as HSIIDC may deem fit, with power to carry out any survey of all or any part of the said plot/shed and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot/shed for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from HSIIDC such payment for the occupation by HSIIDC of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the authority and the allottee or failing such agreement, shall be ascertained by reference to arbitration.

21. That the Govt. may in near future acquire possession and proprietary rights over the land surrounding the industrial estates and the govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a 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 the acquisition and development of the part of land so utilized payable by HSIIDC to the Govt. or any authority on its behalf will be recoverable by HSIIDC from its allottees proportionately. An amount demanded by HSIIDC on account of such external development charges will be payable by the allottee to HSIIDC in lump-sum or in installments, as may be decided by HSIIDC.

22. That the allottee shall pay to the HSIIDC such proportionate external development charges spent by the HSIIDC or as may be payable to the Government or any other agency by the HSIIDC for external water supply, electricity installation, Roads, Storm Water, drainage, sewerage, CETP etc., in addition to already stated in Clause 21 above, within 30 days from the date of the letter of demand failing which the allottee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the allottee

For NEOLITE INDUSTRIES

Partner

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For NEOLITE INDUSTRIES

Partner

to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.

23. That the HSIIDC may, by its officers & 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 allottee has duly performed and observed the conditions to be observed under the provisions of this Agreement and the Letter of Re-allotment.

24. That the HSIIDC shall have full right, power and authority at all times, to do through its officers or servants, 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 allottee, as first charge upon the said land/building, the cost of doing all or any such act the things and all costs incurred in connection therewith or in any way relating thereto.

25. That the allottee shall comply with all the Estate Management regulations dealing with malha, 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 industrial estate and its surrounding. HSIIDC shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

26. That the allottee shall have to pay local and general taxes, rates or cesses etc., as imposed on the said plot/shed by the competent authority from time to time.

27. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time as communicated by the HSIIDC. The maintenance & service charges will be payable on per square meter basis.

28. That the allottee agrees and undertakes that he/she/it shall, as far as possible, employ 75% of un-skilled workforce and shall give perference for other categories to candidates from among the Haryana domiciles in the unit set up/to be set up on plot/shed.

That the HSIIDC transfer this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the allottee does not continue to remain in production and the production gets held up, HSIIDC shall issue a notice to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.

For NEOLITE INDUSTRIES

Partner

: 7 :

For NEOLITE INDUSTRIES

Partner

30. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. A/D post or in person.
31. That so long as the allottee fully performance and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the HSIIDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
32. That the HSIIDC will be competent to resume plots/sheds in its Industrial Estates in case an allottee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot/shed would be done by the HSIIDC after giving show cause notice. Upon resumption, the principal amount towards cost of the plot deposited with HSIIDC 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 instalment (s), if any, shall also stand forfeited. The allottee will be free to remove the structure/dabris, if any, within a period of two months from the date of resumption order at his own cost, failing which it shall be removed by the HSIIDC at the allottee's cost. The allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.
33. That the plot/shed once resumed shall not be restored by the HSIIDC. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the HSIIDC ordering resumption. The decision of the aforesaid committee shall be final and binding.
34. That the changes made in the IP and/or EMP by the State Govt. or HSIIDC, from time to time, as well as the changes and guidelines issued by the State Government or HSIIDC from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of industrial plot/shed and any other matter related to Estate Management shall be applicable and binding on the allottee.

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



For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Signature

Dated

Partner

d by the said Shri

at

on the day of

(Signatures must be got attested from Magistrate 1st Class with his Court seal or a Notary Public)

Witness

For NEOLITE INDUSTRIES

Signature

[Signature]

[Signature]
Partner

Name

SUBHASHISH SEN

Residence

D-679 C.R. PARK

Occupation

NEW DELHI - 110019

SERVICE

For NEOLITE INDUSTRIES

Partner

Signature

Dated

For Haryana State Industrial And Infrastructure Development Corporation Limited.

Signed by the said Shri

[Signature] Dilbagh S Dahiya

For Haryana State Ind. & Inf. Dev. Corp. Ltd.

for and on behalf of Haryana

State Industrial And Infrastructure Development Corporation Limited and acting under

the authority at Gurgaon on the day of

Estate Officer

In the presence of:

Signature :

[Signature]
[Signature]

Name :

Sahab Khan

Residence :

110 HSIIDC

Occupation:

Service



ATTESTED

NOTARY PUBLIC
DELHI (INDIA)

Registration No E-1775/84 Ind.

20 SEP 2007

9:

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हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



(A State Govt. Undertaking)

Haryana State Industrial And
Infrastructure Development
Corporation Ltd.

Regd Office : C-13 & 14, Sector-6, Panchkula (Haryana) Ph. : 0172-2590481-83, Fax : 0172-2590474

RE-ALLOTMENT LETTER IN RESPECT OF PLOT/SHEDS

Registered

To

M/s Neolite Industries
Partners :- Sh. Rajesh Jain & Mrs. Vishali Jain
D-4, Rojousi Garden, New Delhi - 110027

Ref. No. : HSIIDC : 6284 Dated : 7/12/07

Sub : Letter of Re-Allotment in respect of plot/shed No. 396

Phase/Block/Sector III Industrial Estate Udyog Vihar Gurgaon

Dear Sir,

WHEREAS an Industrial plot/shed bearing No. 396 in
Phase/Block/Sector III Industrial
Estate UDYOG VIHAR GURGAON was allotted/transferred by
the HSIIDC in the name of Sh./Ms./M/s Sh. Rajesh Jain
Regular Letter of Allotment/Re-Allotment Letter No. 13141
dated 16-1-90 (hereinafter referred to as the original allottee);

AND WHEREAS vide letter dated 24-7-2007 the original allottee requested HSIIDC
for grant of permission to transfer the said plot/shed in favour of Sh./Ms./M/s Neolite Industries
; for setting up an industrial project of
Mod Guards

AND WHEREAS the HSIIDC acceded to the request of the original allottee and agreed to allow the
transfer of the said plot/shed vide letter No. 3330-3 dated 23-8-07
in favour of Sh./Ms./M/s Neolite Industries
(hereinafter called the allottee) for setting up an industrial project of Mod Guards

condition contained in the Agreement dated 19-9-2007 on the terms and
allottee and the HSIIDC. executed between the

NOW, THEREFORE, as a sequel to the aforesaid Agreement dated 19-9-2007 having
been executed between the allottee and HSIIDC, as stipulated therein, this letter of re-allotment is
issued in favour of Sh./Ms./M/s Neolite Industries
subject to the terms and conditions contained in the aforesaid agreement.

For Haryana State Industrial And Infrastructure Dev. Corpon. Ltd.

Authorized Signatory

(19)

**HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED, UDYOG VIHAR, GURGAON**

M/s Neolite Industries,
D-4, Rajouri Garden, New Delhi-27

No.: HSIIDC:UV:2013: 804
Dated: 13-05-2013

Sub: No Objection to the mortgage of industrial plot in favour of Bank/Financial Institution

Dear Sir,

Kindly refer to your request dated 2.5.2013 for permission to mortgage the Plot No 396, Phase-III Udyog Vihar, Gurgaon in favour of Kotak Mahindra Bank

This is to convey that HSIIDC has no objection to your mortgaging the said plot in favour of Kotak Mahindra

1. That your bank/financial institution undertakes to make the payment of Rs. Nil
..... calculated upto
..... at the time of registration of conveyance deed. That the allottee shall first get the Conveyance Deed executed in his/her/its favour before mortgaging the said plot in favour of the said bank/financial institution.
2. That HSIIDC (Estate Division) shall have the first charge on the plot against any outstanding recoverable dues e.g. in lieu of enhanced compensation, maintenance & service charges etc. of Estate Division of HSIIDC against the said plot.
3. That in the event of any financial institution/bank taking over the assets of the Allottee on account of any default in repayment of loans/financial assistance of any sort and selling the same, such financial institution shall pay to the HSIIDC its dues as a first charge
4. That in the event of sale of the plot to a third party in the above process, it shall be the responsibility of such third party to discharge all such financial obligations towards the price of the shed as may arise subsequent to the sale of the plot and this condition will be made known to the party offering to buy the assets of the Allottee. The financial institution shall also inform the buyer that he will be subject to Estate Management regulations of HSIIDC in respect of utilization of this plot and assets thereon
5. That the financial institution after taking over the assets including this plot, if that be so, shall confirm from the HSIIDC regarding its outstanding against that shed/allottee before putting it to sale. Further, such financial institution/bank shall also inform the HSIIDC about the sale transaction and request HSIIDC for issue of Re-allotment in favour of the buyer
6. That the bank/financial institution in whose favour of the mortgage is being created shall provide necessary comfort to HSIIDC to the above effect
7. That the permission to mortgage the shed hereby granted is, however, without prejudice to rights of the Corporation in terms of the conveyance deed in favour of the allottee.
8. That in case the plot/shed to be mortgaged as collateral security becomes liable to resumption to a stage after the re-allotment for non-implementation, non-construction or non-payment or zoning violations/excess coverage or any other violation of the terms and conditions of re-allotment/agreement, the Corporation will have overriding right over financial institution/bank for resumption of shed notwithstanding facts that the same has been mortgaged as collateral.

Thanking you,

Yours faithfully,

For Haryana State Indl. And Infrast. Dev. Corpn. Ltd.

Estate Manager
Udyog Vihar, Gurgaon

cc to:

Branch Incharge, Kotak Mahindra bank, 614-617, Amandeep Building, 14, Kasturba Gandhi narg, Cannught Place, New Delhi-01

हरियाणा राज्य
औद्योगिक विकास
निगम लिमिटेड



Haryana State
Industrial Development
Corporation Ltd.

Corporate Office C:- 13&14, Sector - 6, Panchkula (Haryana)

REGISTERED

By Hand

No.HSIDC:EO:2000

Dated:

15295

22/11/00

Sh. Rajesh Jain,
Prop. M/s. Praplasin Industries,
D-4, Rajouri Garden
New Delhi.

Sub: Your request for change in Constitution and change of name from
M/s. Praplasin Industries to M/s. Neolite Industries - Plot No.396,
Udyog Vihar, Phase - III, Gurgaon.

Dear Sir,

Kindly refer to your letter dated 4.10.2000 for change in Constitution from Sole Proprietorship firm to Partnership firm comprising Sh. Rajesh Jain and Smt. Vaishali Jain w/o Sh. Rajesh Jain and change of name from M/s. Praplasin Industries to M/s. Neolite Industries, have been considered. Taking into consideration the documents submitted by you and the change in Constitution as well name of the firm having been registered with Registrar of Firms as per Memorandum of Re-acknowledgement dated 13.5.1998 from Registrar of Firms, Delhi and the original allottee having inducted his wife in the Partnership, the Corporation has acceded to your request and allow the change in Constitution as well as name of the firm from M/s. Praplasin Industries to M/s. Neolite Industries subject to following conditions:-

1. Execution of Supplementary Agreement to be covered under the new policy on the format to be procured from our Gurgaon office.
2. Submission of Occupation Certificate.

You are requested to comply with the conditions as laid down above within 30 days from the date of issue of this letter to our Gurgaon office to enable the Gurgaon office to issue formal Letter. This letter shall in no way be construed to be our formal permission and shall have no force until and unless the above formalities are complied with within the stipulated period.

Thanking you,

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

(Estate Officer)

CC: The Estate Manager,
HSIDC, Udyog Vihar, Gurgaon.

HSIDC - your partner in progress

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HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED.
S.C.O. NO.40-41, SECTOR - 17 A, CHANDIGARH.

This agreement made this 19th day of Jan 90 No
Thousand Nine Hundred Ninty between the Haryana State Industrial
Development Corporation Limited (hereinafter called the Corporation
of the one part and Shri Rajesh Jain son of Shri Premod Chand Jain
Garden, NEW DELHI (hereinafter called the
allottee) of the other part.

WHEREAS ON the request of M/s D. B. A. Associates,
th. Smt. Doem Garg Industrial Plot No. 396 measuring
4059sq.mtrs. in the Industrial Estate/ Ph-III, Udyog Vihar,
Corgeon was allotted to him for the purpose of setting up an Indu-
stry as per the scheme submitted by him, on the terms and conditions
mentioned in the allotment letter and in incorporated in the agreement
entered with him on 6-10-82.

WHEREAS the said M/s D. B. A. Associates,
 has made the full tentative cost
of the plot, the receipt of which the Enagagement, and has shown his
unwillingness to set up his unit on the plot in question.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Contd2.

Estate Officer



Page No.2.

AND WHEREAS the said M/s D. R. A. Associates, through Smt. Prem Garg, has now requested the Corporation to transfer the said Plot No. 396 in the Industrial Estate / Udyog Vihar, Ph-III, in the name of Sh. Rajesh Jain, and the Corporation has acceded to the request on the terms and conditions mentioned hereinafter. Hence this agreement binding the parties.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the Corporation agreeing to transfer the said plot No. 396 to him for the purpose of setting up an Industrial unit for the manufacture of L.T. Panel, Switchgear, Raising main, M.C.C., Bus Ducting & Allied Products in the Industrial Complex/Estate Udyog Vihar, Gurgaon Ph-III. The allottee agrees to pay to the Corporation any amount determined to be due and payable in respect of the said plot within 30 days of the issue of the demand notice. The allottee shall not be entitled to question the demand so made.
2. The non-payment of the amount demanded by the Corporation under clause-I before the due date will attract payment of delayed interest and penalty as provided in clause 7 of these present.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Contd.....

Estate Officer

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The Corporation may however at its absolute discretion extend the date for payment of the amount or allow it to be paid in suitable instalments with interest @ 15.5% per annum.

3. That the allottee accepts all the terms and conditions of allotment and the Corporation agrees to deliver possession of the plot to the allottee immediately, if it has not already been delivered to the former allottee.

4. That all mines and minerals whatsoever in or under the said site shall vest in the Government with all such rights and power as may be necessary or expedient for the purpose of searching or working, obtaining, removing and enjoying the same at all such times and in such manner as the Govt. shall think fit, with powers to carry out any surface or any underground workings and let down the surface of all or any part of the said site and 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 necessary for the full enjoyment on the exceptions and reservation herein - after contained.

Provided that the allottee shall be entitled to receive from the Government such payment for the occupation of the surface by it and for the damage done to the surface of the building on the said site by such work or workings or letting down as may be agreed upon between the Government and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

Contd.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

5. That the allottee shall pay to the Corporation/Assessing Authority all general and local taxes, rates or cesses for the time being imposed or assessed in future.

6. That the allottee shall take up construction of the building on the site for setting up the aforesaid industry within a period of Six months from the date of transfer letter or within one month from the date of this agreement whichever is later and complete the construction thereof within One year from the date of issue of transfer letter. The plans of which shall be in accordance with the rules made as per the directions given from time to time by the Town & Country Planning and Urban Estate Department in this respect and approved by the Director, Town & Country Planning Department or any other office duly authorised by him on this behalf.

Further the allottee shall complete the erection and installation of machinery and commence production within a period of two years from the date of transfer of plot, failing which the plot shall be liable to be resumed by the Corporation.

Provided that the unit shall be deemed to have been implemented if the allottee starts commercial production after completing construction to the extent of atleast 25% of the permissible covered area of the plot as per approved zoning plan of the concerned estate, within the aforesaid period.

Provided further that on payment of the fee as per schedule given below the Corporation may grant Extension not more than three years extension in time for completion/implementation of the project:-

Contd.....5.

For Haryana State Ind. & Infra. Dev. Corp. Ltd.

Estate Officer

1st Year	-	Rs. 4/- P/Sq. Mtr.
2nd Year	-	Rs. 5/- " "
3rd Year	-	Rs. 6/- " "

The Corporation shall also have a right to call for periodical reports every six months from the allottee about the progress of implementation of the project.

7. All the payments due from and payable by the allottee on any account shall be made before due date failing which he shall be liable to pay the same with interest @ 15.5% p.a. plus delay interest and penalty upto 10% of the amount in default. In case the default continues beyond the extended period, the plot shall stand resumed notwithstanding any laxity or indulgence shown by the Corporation.

8. That the Government may in the near future acquire possession and proprietary rights over the land surrounding the Industrial Estate and the Government may thereafter in its discretion decide to convert this area or a part of it into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of that part of the land so utilized will be payable by the allottee to the Corporation within a period of 30 days from the date of receipt of letter of demand. If proportionate cost of the amount as demanded is not paid by the allottee, he shall be liable to pay it alongwith interest @ 15.5% per annum.

9. The allottee shall pay to the Corporation such proportionate development charges as may be payable to the Government/Govt. body by the Corporation for external water supply - electricity installations, roads, storm water drainage, sewerage etc. in ten equal annual instalments with interest @ 15.5% per annum. The first instalments shall be paid within thirty days from the date of issue of the letter of demand, failing which

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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The allottee shall be liable to pay the same alongwith interest 15.5 per annum. In the event of failure of the allottee to pay within six months from the date of issue of the said letter as provided in this para and para 7, the Corporation may resume the said plot alongwith any building constructed there in accordance with terms and conditions set forth of these presents.

10. That the allottee shall pay to the Corporation any additional cost which may have to be paid by the Corpn. to the Govt. on account of increase in cost of the land of which the said plot is a part, and such other expenses as may be incurred by the Corpn. as a result of any reference made to a Court of law under Sec.18 of the Land Acquisition Act, or any order passed by the appellate or revisional authority against the decision of such Court, within 30 days in lumpsum from the date of issue of demand notice or 25% of the said amount immediately within the aforesaid period and the rest with interest at the prescribed rate calculated from the date of issue of demand notice and payable alongwith whatsoever remaining balance regular instalments as may be approved by HSIDC. The said amount shall be treated as part and parcel of the original cost of land and payable alongwith the instalments of the principal cost, notwithstanding the spread-over of the recovery of the amount beyond the date of payment of the last instalment of the principal cost. In the event of failure to do so, Clause-7 of this agreement shall be attracted and the plot shall be liable to be resumed accordingly.

10 (1) That in the case of surrender of the plot voluntarily by the allottee he/she/it shall be entitled to refund of the principal amount of the instalments paid by him/her/it after deduction of interest till the date of

Contd.....7.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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request for surrender and/or delayed interest or penalty, if any, imposed for late remittance of earlier instalments. In case the plot has been remittance of earlier instalments. In case the plot has been constructed, the allottee shall be entitled to remove his/her machinery and material within one month surrender, which thereafter the same shall vest in the Corporation without any liability to pay compensation to the allottee for the said machinery or building.

10(ii) That in the event of the allottee's factory being wound up and or for non-payment of any amount on due date or of the additional price within the fixed period or breach of any of these presents and provision thereof by the allottee, The plot has been resumed it shall be lawful for the Corporation notwithstanding the waiver of any of the previous clauses to order to enter thereon or per thereof or authorise any of its officers to possession, retain or enjoy property rights in the former state and to enter upon and into the said sites buildings and the machinery thereon, as the case may be the allottee shall only be entitled to refund of the principal amount paid by him/her/it after forfeiture of interest delayed interest and penalty, if any, till the date of resumption or till the date of possession held by the allottee whichever is later imposed during the period for non-payment of previous instalments in time. The allottee shall also be entitled to remove the material used in the construction of the building and the machinery installed thereon within a period of one month from the date of receipt of order or resumption by the allottee failing which the Corporation shall have its unit interrupted control and enjoyment therefor and the allottee shall not be entitled to any compensation or damages thereto. The Corporation shall however, serve a notice of 30 days on the allottee before exercising its right of resumption.

Contd.....8.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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11. The allottee shall neither construct any residential building on the said site nor shall use the said site for any purpose other than the one mentioned hereinbefore without the prior written permission of the Govt. Corporation and any diversion in project shall also be subject to fragmentation.

12. Except for the purpose of construction of a building in accordance with the building plan approved by the Town & Country Planning Department, the allottee shall not dig or cause to be dug any pit upon the said site till the tentative final price has been paid. The allottee, may, however, before the erection of the permanent building is completed, pitch a tent or erect temporary sheds or kacha buildings for the purpose for which the said site has been sold.

13. The allottee will ensure that his proposed unit will not create any kind of pollution in the Complex and shall obtain clearance certificate from the competent authority for the disposal of the effluent falling within the plot along with building constructed contravention of any provision of the Pollution Act, or unauthorised disposal of effluents by the unit, the allottee shall be personally liable.

14. The allottee shall not, except with the prior written permission of the Corporation and payment of such fee as may be prescribed, change its/her/his project or constitution, or otherwise reconvey the right of the plot or any part thereof to any third party.

15. That the dues of the corporation under these presents shall be recoverable from the allottee as arrears of land revenue under Haryana Public Premises (Eviction of premises and Recovery of Dues) Act, 1972.

Contd.....9.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Signature
Executive Officer

16. The Corporation may through its Officers and servants at all reasonable time and manner after giving twenty four hours notice in writing, enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the covenants and conditions to be performed and observed by him/her/it under these covenants.

17. The Corporation shall have full right, power and authority at all times to act through its officers and servants for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the allottee as first charge upon the said site the cost of all expenses incurred in connection therewith or in any way relating thereto.

18. Any dispute or difference arising out of or in any way touching or concerning this agreement shall be referred to the sole arbitration of the nominee of the Secretary to the Govt. of Haryana, Industries Department acting as such at the relevant times. The award of such arbitrator shall be final and binding on the Corporation and the allottee.

19. The allottee shall have to take water for the factory premises and other use of the said plot from Haryana State Indl. Dev. Corpn. water Supply Scheme on payment in accordance with the rates fixed from time to time. Any due on account of water charges shall be treated as principal amount due.

20. That all the costs and expenses co-incidental to the execution of this agreement, including the cost of stamp duty, shall be borne by the allottee.

Contd10

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

21. That the allottee shall also be liable to pay each quarter or after such intervals as may be determined such proportionate maintenance charges/conservatory charges by the Corpn. in case the maintenance of the Industrial Area/Estate is not be taken over by the local body concerned after five years from its inception as envisaged, within fifteen days of the receipt of letter of demand, failing which the allottee shall be liable to pay the same alongwith interest @ 15.5% p.a. and be also liable to other penalties including that to the resumption of the plot as provided herein before for the non-payment of any dues payable under the conditions of these presents.

22. The allottee shall shift/locate its Regd. Office/Head Office in the State of Haryana and such Office shall not be shifted out of Haryana at any stage without the prior written permission of the Corpn.

23. If and so long the allottee fully performs and complies with such and all the terms and conditions herein made and provided, but not otherwise the Corpn. will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this agreement.

24. The allottee may be entitled to get the sale deed if so, required conveying the ownership right of the allotted plot on payment of all the instalments including enhanced cost and any amount whatsoever and on performance of all terms and conditions of allotment contained in this agreement.

The Corporation may allow the allottee to transfer the plot to any other entrepreneur whose proposed unit meets approval of the HSIDC/competent authority on payment of transfer fee @ Rs. 6/- p/sq.mtr. in the

year of allotment with additional one rupees each subsequent year, or such other rate as may be applicable for the time being. In case, the allottee has completed the construction to the extent of 25% of the permissible covered area, no payment due from him is in arrears and has got the proper conveyance deed in this favour, that transfer fee @ Rs. 4/- p.c.m. or such other rate as applicable for the time being shall be leviable.

In respect of plots situated in the central backward area of the state, the fee payable will be 50% of the rates mentioned above.

In witness

of the parties to this agreement have set their hands and seals on the dates mentioned against their signatures.

Signed by the said

(Allottee)

on the

(One of these witnesses must be Magistrate (with his court seal))

Contd . . . 12.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

Day of _____

19 _____

Witness _____

Name _____

ADAR KUMAR JAIN

Residence _____

H.S. MANGREVER GARDEN, N-DELHI (Signature)

Occupation _____

BUSINESS

Signed by the Secretary for and on behalf of the Haryana State Industrial

Development Corporation Limited, and acting under the authority of _____
For Haryana State Indl. Dev. Corp. Ltd.

(Corporation) the _____

19~~88~~ day of _____

Deputy Estate Officer
1990

in presence of _____

Witness _____

Witness _____

Residence _____

85/4, Main St. C

Occupation _____

Business

Witness name _____

D. C. Choudhary, HSIIDC, U.P. Sec.

Residence _____

3, Pashimpur, HSIIDC, U.P. Sec.

Occupation _____

(Signature)

(4)

OCCUPATION CERTIFICATE

To

M/s Praplasin Industries,
c/o Teja Singh & Associates,
65/20, Near Rohtak Road, N.Delhi-5

Memo No. 7450 STP(G)/ - GGN - Dated 27-11-98

Sub: Occupation Certificate in respect of Residential/ Industrial / Commercial building
on Plot No. 396 Sectors/Colony Udyog Vihar, Phase-III
Town Gurgaon.

Whereas you have applied for the issuance of an occupation certificate as required under rule 47(1) of the Rules 1965 of Act No. 41 of 1963 in respect of the building described above, I hereby :-

- (i) grant permission for the occupation of the said building as per the following details after compounding the deviations mentioned in show cause Notice No. 7356 Dt. 2-09-98
- (ii) refuse permission for the occupation of the said building for reasons given below :

Ground Floor:- Administrative Block, Reception, Stair Hall, Ancillary Block, Store, Bath / Toilet etc. at G.P. and Mezzanine floor, Store, Lab, Stair, Hall, Bath / Toiler etc at First Floor

1/10
11
Senior Town Planner
Senior Town Planner
Gurgaon

Endst. No. STP(G)/ Dated

The following original file/files are sent herewith to District Town Planner Gurgaon for record as link files to the sanctioned Building Plans available in his office.

Senior Town Planner
Gurgaon.

DA/ NIL



SUPPLEMENTARY AGREEMENT FOR INDUSTRIAL PLOT/SHED

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF RS. 5/-)
(EACH) AGE OF THE AGREEMENT SHOULD BE SIGNED BY THE ALLOTTEE AND
THE SIGNATURES SHOULD BE GOT ATTENDED FROM MAGISTRATE 1ST CLASS /
NOTARY PUBLIC)

The agreement made on the 28th day of November month in the year Two Thousand
between the Haryana State Industrial Development Corporation Limited hereinafter
called "HSIDC" of the one part and Sh./Ms./M/s. Rajesh Jain, Partner and Smt.
Vaishali Jain, Partner, having the residence/Registered office at D-4, Rajouri Garden,
New Delhi - 110027 of the other part.

Handwritten note:
I have deposited the
copy to the
Registrar, Haryana
Industrial Development
Corporation Ltd.

ATTESTED
[Signature]
D.N. SINGH
Adv. to N. H. S.
U.P. C. 88-11-202-8

Handwritten: Nandini

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

[Signature]
Estate Officer
85

Whereas Industrial plot/shed No. 396 Phase/Sector III in Industrial Estate U.V. Gurgaon measuring 4059 Sq. mtrs. was allotted to Sh./Ms/M/s Rajesh Jain for the purpose of setting up of an industry for the manufacture of Automobile Lighting & Signalling equipment/Auto parts and an agreement containing the terms and conditions of allotment was executed between the Corporation and the Allottee on 19.1.90

Whereas the allottee made a request for change of name and whereas the Corporation has acceded to the request of the allottee for change of name under the old policy(ies) on the clear understanding that the allottee shall execute a fresh agreement to the effect that the allottee shall now onwards be covered under the new policy of the Government;

And whereas the Corporation and the allottee have agreed to enter into a supplementary agreement on the terms and conditions set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the allottee shall continue to enjoy the right of possession of plot/shed so long as the allottee pays to the Corporation the price of the plot/shed including the additional price, if any, and other dues payable by the allottee from time to time as specified hereinafter.
2. That the allottee undertakes that the unit shall go into production/continue to remain in production after constructing atleast 25% of the Permissible Covered Area (PCA) of the plot (except in case of sheds; and installation of complete plant and machinery as per project report submitted by him, if not already so done, within a period of three years from the date of allotment/ transfer of plot/shed, failing which the same shall be resumed by the Corporation.
3. The allottee will be deemed to have completed the project if he constructs minimum 25% of the permissible covered area and start commercial production within specified period as mentioned above, after installation of the plant and machinery as per project report submitted by him. In case, there is any deviation in respect of installation of plant and machinery, the HSIDC/Competent Authority will be competent to decide whether the plant and machinery which has not been installed, has any material bearing on the project. A certificate of completion of project shall be issued by the HSIDC/Competent Authority on an application by the allottee.



4. Any failure on the part of the allottee to adhere to the above construction/implementation schedule and area coverage shall cause a notice for resumption of the plot/shed. In case of non-compliance of these terms and conditions agreed upon and unsatisfactory reply to the show cause notice, the Corporation shall resume the plot/shed and the principal amount deposited will be refunded without any interest after deducting 10% of the price of the plot/shed. The amount of interest/penalty/other charges etc. paid by the allottee to the Corporation shall also stand forfeited.

5. The land shall continue to belong to HSIDC until & unless the full price of the plot/shed together with interest and other amount, if any, due to HSIDC is paid to HSIDC. Allottee shall have no right to transfer the land and building standing thereon by way of sale, gift, mortgage, lease or any other way without specific written approval from HSIDC.

6. That any additional price of the plot/shed as a consequence of enhancement in compensation of land awarded by the court(s) or External Development Charges levied by the Govt. or HUDA, shall be payable by the allottee in lumpsum within 30 days from the date of demand notice falling which a penal interest @ 18% p.a. shall be charged from the date of notice. In the event of non payment of such additional price by the allottee within a period of three months of the notice, the plot/shed shall be liable to be resumed.

7. On payment of total price of the plot/shed, the allottee shall execute a deed of conveyance in the prescribed form and in such manner as may be directed by HSIDC, if not already executed. The charges on registration & stamp duty will be paid by the allottee.

8. Change of Project:-

The plot/shed shall not be used for any purpose other than the industrial activity for which the plot/shed has been allotted. Further the allottee shall also not change the project without prior permission of HSIDC in writing. Violation, if any, shall entail resumption of the Plot/Shed. The allottee may be allowed change of project, other things being equal, by the HSIDC without prejudice to the size of the plot/shed and the prescribed schedule of implementation of the project. However, while permitting change of project factors such as pollution, high water consumption/effluent shall be considered.

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For Haryana State Industrial Development Corporation Ltd.

Estate Officer

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The Allottee shall apply for an Occupation Certificate in field office of HSIDC and obtain the same from the DTP, HSIDC before occupying the building. The Allottee shall, thereafter, inform the Estate Manager (local HSIDC office) that the building has been completed, machinery installed, the unit is ready for commercial production and apply for the Project Completion Certificate. The Estate Manager or his representative (of HSIDC) will inspect the site within a week of the above communication. After satisfaction upon such inspection, HSIDC will issue a Project Completion Certificate.

13.

LEASING/RENTING OF INDUSTRIAL PLOTS:-

In order to ensure optimum utilisation of the Industrial Areas/Industrial Estates, leasing/renting of the remaining 75% portion of the building will be allowed by the HSIDC if the allottee has constructed 25% of the permissible covered area and has gone into commercial production. Such permission shall be granted on payment of 25% of the fees prescribed. From time to time for transfer of plots if leasing/renting is for more than five years and on payment of 10% of transfer fees in case the period is five years or less. In case the allottee, after completing 25% construction of the permissible covered area, is not able to implement his project for reasons beyond his control and satisfy the HSIDC of his intention, leasing/renting can be allowed by the HSIDC after charging fee equivalent to transfer fee if the period of lease/rent is more than five years or 50% of the transfer fees if the period is five years or less. It may be clarified that only one additional unit besides that of the allottee will be allowed for leasing/renting in all such cases meaning thereby that not more than two units shall be allowed to function at one time on one industrial plot.

14.

HSIDC allots this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the Allottee does not continue to remain in production and the production gets held up, HSIDC shall issue a notice to the Allottee to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.

15.

The allottee shall have to pay local and general taxes, rates or cesses as imposed on the said plot/shed by the competent authority from time to time.

16.

The Allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the HSIDC. The maintenance & service charges will be payable on per sq. meter basis.

17.

The HSIDC reserves to itself all mines and minerals whatsoever including sub-soil water in or under the said site with all such rights and powers as may be necessary.

5

23

RESUMPTION OF PLOTS/SHEDS:-

The HSIDC will be competent to resume plots/Sheds in its Industrial Estates in case of allottee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot/shed would be approved by the Competent Authority/HSIDC after giving show cause notice. Upon resumption, the principal amount deposited by the allottee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest other charge paid, if any, shall also stand forfeited. The allottee will be free to remove the structure/debris, if any, on the plot within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. In case of sheds, the allottee will remove the plant and machinery, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. It may be clarified that the allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.

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RESTORATION OF RESUMED PLOTS:

No restoration of resumed plots shall be allowed. However appeal shall lie to Commissioner Industries, Govt. of Haryana against the orders of the Competent Authority/HSIDC ordering resumption.

25

If the allottee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee duly attested by the Magistrate within a week from the registration of the deed by Regd. A/D post or in person.

26

The policy changes and guidelines issued by the State Government or the Corporation from time to time regarding extension in time transfer & leasing, charges for various activities or any other issue pertaining to the allotment of industrial plot/shed shall be binding on the allottee.

27

That so long as the allottee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the Corporation will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.

28

APPEAL:-

An appeal against the orders of Competent Authority/HSIDC shall lie to Commissioner Industries, Govt. of Haryana whose decision thereon shall be final.

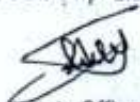


HSIDC

Instructions to be followed while executing the arrangement by the
Allottee/RLA holder/Transferee allottee

1. The agreement is to be signed only by the allottee/RLA holder. Each page of the Agreement should be signed and the signatures should be got attested from Ist Class magistrate/Notary Public.
2. The first page of the agreement should be got executed on Non-judicial stamp paper of Rs. 5/- to be purchased in the name of allottee.
3. In case of partnership firm, copy of partnership deed be submitted and the agreement is to be signed by all partners.
4. In case of company, Certified true copy of the Board of Directors resolution on the letter head of the company should be submitted, in favour of person signing on behalf of the company and that should be of date prior to date of signing of the agreement.
5. In case of sole proprietorship concern, an affidavit duly attested from Ist Class Magistrate/Notary Public to the effect that allottee is a sole proprietor of the concern should be submitted.

For Haryana State Indl. & Infra. Dev. Corp. Ltd.


Estate Officer



दिल्ली DELHI

12AA 394788

AGREEMENT FOR TRANSFER OF INDUSTRIAL PLOT

(24) 6097
This agreement is made on the 19th day of September in the year 2007 between Haryana State Industrial and Infrastructure Development Corporation Limited, C-13 & 14, Sector - 6, Panchkula, hereinafter called 'HSIIDC' of one part, which expression shall include its successors, assignees, administrators, executors through its authorized signatory, and Shri Rajesh Jain, Managing Partner of M/s Neolite Industries, 396, Phase - III, Udyog Vihar, Gurgaon, R/o of D-4, Rajouri Garden, New Delhi - 110 027 having its registered office at D-4, Rajouri Garden, New Delhi - 110 027 hereinafter called as the allottee of the other part of this agreement, which expression shall include his/her successors, assignees, administrators, nominees, etc. through its authorized signatory namely Shri Rajesh Jain, S/o late Shri Pramod Chand Jain and Managing Partner of M/s Neolite Industries, 396, Phase - III, Udyog Vihar, Gurgaon, Haryana.



For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Partner

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

(hereinafter referred to as the original allottee) vide Regular Letter of Allotment /
Re-allotment Letter dated 13-1-95 for the purpose of
setting up of a project for road guards

and an agreement containing the terms and conditions of allotment was executed between
HSIDC and the original allottee on 14-1-90/12-1-95

Whereas the original allottee, who has made full payment towards the price of the plot/shed
to HSIIDC, and being eligible to seek transfer of the plot/shed under the Transfer Policy,
contained in the Estate Management Procedure, 2005 (EMP) as amended from time to time,
pursuant to the Industrial policy 2005 (IP) of the State Government, has made a request to
the HSIIDC to allow him/her/them to transfer the said plot/shed in favour of allottee i.e. Sh/
Ms/Ms NEOLITE INDUSTRIES for setting up the industrial project of
Automotive Products and the HSIIDC has acceded to the request of the origi-
nal allottee and has allowed the transfer of the aforesaid plot/shed from the name of the
original allottee to the allottee.

WHEREAS in consideration of the HSIIDC agreeing to transfer the said plot/shed in favour
of the allottee, the HSIIDC and the allottee enter into this agreement on the terms and
conditions set out hereinafter :

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the HSIIDC shall issue a Letter of Re-allotment to the allottee in respect of plo
shed and the allottee shall step into the shoes of the original allottee/transfer or an
shall be bound to honour and discharge all the contractual liabilities arising out of th
terms and conditions stipulated in the Regular Letter of Allotment (RLA) Re-allotme
letter dated 13-1-95 issued in favour of the origin
Allottee Agreement dated 12-1-95 entered into between the HSIID
and the original allottee and/or the Conveyance Deed dated 14-1-91, executed by t
HSIIDC in favour of the original allottee in respect of the said plot/shed.



That the allottee shall be liable to pay any amount found to be due and all such arre
or payments detected letter on which could not be earlier detected due to mis-calcu
tion or arithmetical mistake or otherwise and further the allottee shall pay all s
dues or payments within 30 days from the date of demand notice, issued by the HSIID

For NEOLITE INDUSTRIES

Handwritten signature
Partner

:2:

For NEOLITE INDUSTRIES

Handwritten signature
Partner

That the allottee shall be required to implement the project/continue to remain in production, for which the aforesaid plot/shed has been allotted within a period of _____ year(s) from the date of issuance of Re-allotment letter in his/her/its favour. The implementation of project shall mean commencement of commercial production after coverage of construction in accordance with the norms specified in EMP and installation of plant and machinery. The allottee shall within one month from implementation of the project has been completed, along with documentary proof in this regard. Upon failure of the allottee to comply with this condition, HSIIDC shall be competent to resume the aforesaid plot/shed after giving show cause notice.

9. That the allottee shall use the utilize the aforesaid plot/shed for the purpose for which it has been allotted and shall not change the nature of the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the HSIIDC, only after considering the ground (s) and such other factors, as contemplated in the EMP, provided that the allottee has paid requisite fee along with written request in this behalf. Violation, if any, shall entail resumption of the Plot/shed.
10. That the allottee shall not bifurcate the aforesaid plot/shed except with the prior permission of the HSIIDC. Bifurcation of the plot shall, however, be governed and regulated in the manner as provided in the EMP. Bifurcation of shed shall not be allowed.
11. That further alienation of the above said plot shed may be allowed by the HSIIDC only after the expiry of one year from the date of the issuance of re-allotment letter by HSIIDC in favour of the allottee, subject to further condition that the person, who steps into the shoes of the allottee, shall not be allowed to further transfer the plot/shed for at least one year from the date of transfer of the aforesaid plot/shed in his/her/its name. Such transfer shall, however, be subject to the compliance of provisions and payment of transfer fee as prescribed in the EMP, as revised from time to time.
12. No transfer fee would be leviable after the project of the allottee has been in commercial production for more than five years and is free from all encumbrances. However, prior permission of HSIIDC, shall be necessary for such transfer of the plot/shed. The fee at the rates prescribed from time to time, in the EMP shall, however, be payable by the allottee.
13. That the transfer of the aforesaid plot/shed, due to inheritance, succession upon the death of the allottee/majority share holders or the project has been taken over by a financial institution, may be allowed without charging transfer fee, but on the payment of fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer of majority shareholding shall also be treated as transfer.

For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Partner

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For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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That for seeking permission for further transfer of the aforesaid plot/shed the allottee shall apply to HSIIDC along with following documents:-

- a) Letter of Re-allotment in original.
- b) Proposed agreement to sell.
- c) Project report of the proposed transferee, in case of any change of project.
- d) Statement of means of financing of proposed transferee.

The allottee shall, however, be required to submit his request for the proposed transfer within a period of 30 days from the date of proposed agreement to sell, failing which a penalty equivalent to transfer fee shall be imposed upon the allottee, while allowing the transfer. In case the transfer is allowed, the person, who steps into the shoes of the allottee, shall be required to enter into a fresh Agreement with HSIIDC in respect of the industrial plot/shed.

15. That the change in shareholding may be allowed only if the original allottee or his family members (spouse, son, daughter, wife, parents, brother, sister) retain a minimum of 51% share in the project / company / Firm. In case the original allottee and his family fail to Retain the prescribed share holding of 51% it shall be deemed to be transfer, for which the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the allottee.

16. That the allottee, being a private limited company, if becomes a public limited company and is listed with recognized stock exchange, the change in constitution may be allowed subject to the condition that the allottee or his associates (family members), retain the largest share holding and having management control, otherwise it shall be treated as a case of transfer and the transfer fee at the rates prescribed in EMP, from time to time, shall be payable by the allottee.

17. That in order to ensure optimum utilization of the industrial areas/industrial estates/leasing/renting of the premises of the building may be allowed if the allottee has made construction as per the standard norms and has remained in production for one year. Such permission may be granted by the HSIIDC on payment of leasing fee, as prescribed in the EMP, from time to time. However, prior approval of the HSIIDC for leasing shall be mandatory.

18. That the number of leases on the aforesaid plot/shed shall be permitted as per the provisions contained in EMP. The permission for leasing shall be valid for the period specified in the permission letter and after having obtained permission for leasing, the allottee shall be at liberty to change the tenants within the period so specified subject

For NEOLITE INDUSTRIES

Partner

5:

For NEOLITE INDUSTRIES

Partner

For Haryana State Ind. & Infra. Dev. Corp. Ltd.

Estate Officer

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to the allottee keeping HSIIDC informed about any change made in the tenancy and getting the project of the lessee/tenant approved from HSIIDC and payment of leasing fee as prescribed in the EMP, from time to time.

19. That the allottee shall have to take water for the unit set up and other area of the said plot/shed from the water supply system of the HSIIDC on payment in accordance with the rates fixed from time to time. The allottee shall not dig or install any tubewell/bore well within his plot/shed for meeting his water requirements.

20. That the HSIIDC shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the plot/shed with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as HSIIDC may deem fit, with power to carry out any survey of all or any part of the said plot/shed and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot/shed for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from HSIIDC such payment for the occupation by HSIIDC of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the authority and the allottee or failing such agreement, shall be ascertained by reference to arbitration.

21. That the Govt. may in near future acquire possession and proprietary rights over the land surrounding the industrial estates and the govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a 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 the acquisition and development of the part of land so utilized payable by HSIIDC to the Govt. or any authority on its behalf will be recoverable by HSIIDC from its allottees proportionately. An amount demanded by HSIIDC on account of such external development charges will be payable by the allottee to HSIIDC in lump-sum or in installments, as may be decided by HSIIDC.

22. That the allottee shall pay to the HSIIDC such proportionate external development charges spent by the HSIIDC or as may be payable to the Government or any other agency by the HSIIDC for external water supply, electricity installation, Roads, Storm Water, drainage, sewerage, CETP etc., in addition to already stated in Clause 21 above, within 30 days from the date of the letter of demand failing which the allottee shall be liable to pay the sum along with interest @ 18% p.a. In the event of failure of the allottee

For NEOLITE INDUSTRIES

Partner

For NEOLITE INDUSTRIES

Partner

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For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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To make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.

23. That the HSIIDC may, by its officers & 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 allottee has duly performed and observed the conditions to be observed under the provisions of this Agreement and the Letter of Re-allotment.

24. That the HSIIDC shall have full right, power and authority at all times, to do through its officers or servants, 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 allottee, as first charge upon the said land/building, the cost of doing all or any such act the things and all costs incurred in connection therewith or in any way relating thereto.

25. That the allottee 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 industrial estate and its surrounding. HSIIDC shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

26. That the allottee shall have to pay local and general taxes, rates or cesses etc., as imposed on the said plot/shed by the competent authority from time to time.

27. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time as communicated by the HSIIDC. The maintenance & service charges will be payable on per square meter basis.

28. That the allottee agrees and undertakes that he/she/it shall, as far as possible, employ 75% of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana domiciles in the unit set up/to be set up on plot/shed.

29. That the HSIIDC transfer this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the allottee does not continue to remain in production and the production gets held up, HSIIDC shall issue a notice to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.

For NEOLITE INDUSTRIES

Partner

: 7 :

For NEOLITE INDUSTRIES

Partner

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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30. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney along with photograph and signatures of the allottee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. A/D post or in person.
31. That so long as the allottee fully performance and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the HSIIDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
32. That the HSIIDC will be competent to resume plots/sheds in its Industrial Estates in case an allottee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot/shed would be done by the HSIIDC after giving show cause notice. Upon resumption, the principal amount towards cost of the plot deposited with HSIIDC 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 allottee will be free to remove the structure/debris, if any, within a period of two months from the date of resumption order at his own cost, failing which it shall be removed by the HSIIDC at the allottee's cost. The allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.
33. That the plot/shed once resumed shall not be restored by the HSIIDC. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the HSIIDC ordering resumption. The decision of the aforesaid committee shall be final and binding.
34. That the changes made in the IP and/or EMP by the State Govt. or HSIIDC, from time to time, as well as the changes and guidelines issued by the State Government or HSIIDC from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of industrial plot/shed and any other matter related to Estate Management shall be applicable and binding on the allottee.

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



For NEOLITE INDUSTRIES
Partner

For NEOLITE INDUSTRIES
Signature
Dated Partner

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Estate Officer

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by the said Shri

on the day of

Signatures must be got attested from Magistrate 1st Class with his Court seal or a Notary Public

For NEOLITE INDUSTRIES

[Signature]

SUBHASHISH SEN

D-679 C.R. PARK
NEW DELHI - 110019

SERVICE

[Signature]
Partner

For NEOLITE INDUSTRIES

Partner



Signature
Dated

Haryana State Industrial And Infrastructure Development Corporation Limited.

by the said Shri *Dilbashi S Panigrahy*

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

for and on behalf of Haryana

State Industrial And Infrastructure Development Corporation Limited and acting under

the authority at *Gurgaon* on the

Estate Officer

day of

In the presence of:

Signature

Name

Residence

Occupation

[Signature]
Name: *Sahib Khan*
Residence: *110 HSIDC*
Occupation: *Service*



ATTESTED
NOTARY PUBLIC
DELHI (INDIA)

Registration No F-1775/84 Indl.

20 SEP 2007

:9:

For Haryana State Indl. & Infra. Dev. Corp. Ltd.

[Signature]
Estate Officer

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DEED OF RETIREMENT

25 THIS DEED OF RETIREMENT is made on this 30th day of September 1993 between :-

1. Shri Pramod Chand Jain S/o Late Shri Bishamber Sahai Jain Resident of D-4, Rajouri Garden, New Delhi-110 027, aged 64 years; the party of the First Part hereinafter referred to as the Retiring party

AND

2. Shri Rajesh Jain S/o Shri Pramod Chand Jain Resident of D-4, Rajouri Garden, New Delhi-110 027, aged 22 years, party of the Second Part; hereinafter referred to as the Continuing party.

WHEREAS the party of the First Part (Retiring party) and party of the Second Part (continuing party) were carrying on the business of manufacturing, Re-sale and trading of all kinds of sheet metal parts, Rubber parts, Auto parts & allied products at 396, Udyog Vihar, Phase-III, Gurgaon with office at D-4, Rajouri Gardn, New Delhi-110 027, under the name & style of M/s PRAPLASIN INDUSTRIES under and by virtue of the deed of partnership effective for 15th day of May, 1991.

AND WHEREAS, the party of the First part (Retireing party) retired from the above partnership from the close of business on 30th September 1993 leaving the business with all its assets and liabilities to the party of the Second Part (Continuing party) to carry on the said business as he shall consider proper and to admit any new partners as he may deem fit.

AND WHEREAS the retiring party has retired on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH and the parties hereto hereby mutually agree as follow:-

1. That parties hereto hereby declare that Shri Pramod Chand Jain, party of the First retires from the partnership from the close of business on 30th September 1993 and henceforth the business shall be continued by the continuing party.
2. That the retiring partner has agreed to receive the amount due to him on account of his capital, and his share of profit/loss as would be determined on making the final accounts of the firm as on 30th September 1993.

For NEOLITE INDUSTRIES For Praplasin Industries

Partner

Partner

28

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3. That the said continuing partner covenant with said retiring partner to pay discharge and fulfill all debts, liabilities and obligations other than Income-tax of the partnership as on & upto 30th September 1993 and at all times hereafter effectually to indemnify and keep indemnified the said retiring party and his legal representatives and estate and property therefrom and from all proceedings, costs, claims and expenses in respect thereof.
4. That the retiring party shall be liable for their share of Income-Tax levied on the firm upto 30th September 1993 and shall be liable for his individual Income-tax and Wealth-tax on the share of profits and capital due to him upto the date of retirement and continuing party shall not be responsible for the taxes so due.
5. That the retiring party shall sign all such papers and documents that may be required to be filed in any Court or any office or any Bank or elsewhere by the continuing party in respect of his obligations arising as a result of his continuing the partnership business and shall appear and present himself wherever required by the continuing party and sign such documents and make such statements as may be deemed necessary in the interest of the partnership and the continuing party.
6. That wherever the context so admits or requires, the expression continuing party herein before used shall include his heirs, executors, successors and administrators and the term Retiring parties shall include his heirs, administrators and executors.
7. That all disputes and questions in connection with this deed shall be referred to arbitration in accordance with the provisions of the Indian Arbitration Act then in force or any then subsisting statutory modification thereof.

IN WITNESSES WHEREOF the parties to this deed have set and subscribed their respective hands on this day of _____ above written.

For NEOLITE

WITNESSES:-

1. 
[GIRISH BANSAL]
78, Vasudha Enclave,
Bamhaya, Delhi-110034

2. Girish Bansal

BLOCK-C, POCKET-C
FLAT NO. 88-A
SHALIMAR BAGH
DELHI-110052


SHRI RAJESH JAIN
(Continuing Party)

Partner

Partner



DEED OF RETIREMENT

THIS DEED OF RETIREMENT is made on this 30th day of September 1993 between :-

1. Shri Pramod Chand Jain S/o Late Shri Bishamber Sahai Jain Resident of D-4, Rajouri Garden, New Delhi-110 027, aged 64 years; the party of the First Part hereinafter referred to as the Retiring party

AND

2. Shri Rajesh Jain S/o Shri Pramod Chand Jain Resident of D-4, Rajouri Garden, New Delhi-110 027, aged 22 years, party of the Second Part; hereinafter referred to as the Continuing party.

WHEREAS the party of the First Part (Retiring party) and party of the Second Party (continuing party) were carrying on the business of manufacturing, Re-sale and trading of all kinds of sheet metal parts, Rubber parts, Auto parts & allied products at 396, Udyog Vihar, Phase-III, Gurgaon with office at D-4, Rajouri Garden, New Delhi-110 027, under the name & style of M/s PRAPLASIN INDUSTRIES under and by virtue of the deed of partnership effective for 15th day of May, 1991.

AND WHEREAS, the party of the First part (Retiring party) retired from the above partnership from the close of business on 30th September 1993 leaving the business with all its assets and liabilities to the party of the Second Part (Continuing party) to carry on the said business as he shall consider proper and to admit any new partners as he may deem fit.

AND WHEREAS the retiring party has retired on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH and the parties hereto hereby mutually agree as follows:-

1. That parties hereto hereby declare that Shri Pramod Chand Jain, party of the First retires from the partnership from the close of business on 30th September 1993 and henceforth the business shall be continued by the continuing party.
2. That the retiring partner has agreed to receive the amount due to him on account of his capital, and his share of profit/loss as would be determined on making the final accounts of the firm as on 30th September 1993.

For NEOLITE INDUSTRIES For Praplasin Industries

Partner

Partner

3. That the said continuing partner covenant with said retiring partner to pay discharge and fulfill all debts, liabilities and obligations other than Income-tax of the partnership as on 30th September 1993 and at all times hereafter effectually to indemnify and keep indemnified the said retiring party and his legal representatives and estate and property therefrom and from all proceedings, costs, claims and expenses in respect thereof.
4. That the retiring party shall be liable for their share of Income-Tax levied on the firm upto 30th September 1993 and shall be liable for his individual Income-tax and Wealth-tax on the share of profits and capital due to him upto the date of retirement and continuing party shall not be responsible for the taxes so due.
5. That the retiring party shall sign all such papers and documents that may be required to be filed in any Court or any office or any Bank or elsewhere by the continuing party in respect of his obligations arising as a result of his continuing the partnership business and shall appear and present himself wherever required by the continuing party and sign such documents and make such statements as may be deemed necessary in the interest of the partnership and the continuing party.
6. That wherever the context so admits or requires, the expression continuing party herein before used shall include his heirs, executors, successors and administrators and the term Retiring parties shall include his heirs, administrators and executors.
7. That all disputes and questions in connection with this deed shall be referred to arbitration in accordance with the provisions of the Indian Arbitration Act then in force or any then subsisting statutory modification thereof.

IN WITNESSES WHEREOF the parties have set their hands and subscribed their respective hands on the date and place above written.

WITNESSES:-

1. B. D. JAIN
78, Vasudha Enclave,
Kampana, Delhi-110034

2. Girish Bansal

BLOCK-C, POCKET-C
FLAT NO. 88-A
SHALIMAR BAGH
DELHI-110052

For NEOLITE

SHRI RAJESH JAIN
(Continuing Party)

Partner

Partner