

INVESTATE
Industrial Growth Centre
Bawal - 123 501
Distt. : Rewari (Haryana)
Ph. : 01284-264120, 21, 22
Fax : 01284-264122

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

(A State Government Undertaking)

Regd. Post/UPC

No. HSIIDC/GCB/11/1758

M/s Rolex Clothing Pvt. Ltd.,
7, IDC Mehrauli Road,
Gurgaon-122 001
Haryana

Dated 17/8/11

Re: Plot No. 16, Sector-5, G.C., Bawal-Change of allotment

Dear Sir,

This has reference to our letter No.HSIIDC/Estate/2010/7332-33, dated: 21.01.2011 regarding the captioned subject and subsequent compliance of the same vide your letter dated: 3.8.2011

This is to intimate you that the change of allotment of the captioned plot from M/s Rolex Hosiery Pvt. Ltd. to the name of its subsidiary company i.e. M/s Rolex Clothing Pvt. Ltd. has been noted in our records. All the other terms and conditions of allotment will remain the same. You are advised to implement the approved project at the captioned plot with in the stipulated time period as per the terms and conditions of allotment and to get the conveyance deed of the captioned plot executed.

Thanking You.

Yours truly,
For HSIIDC Ltd.,

(Estate Manager)
G.C., Bawal

HSIIDC-your partner in progress

पंजीकृत कार्यालय : सी-13-14, सेक्टर-5, पंचकुला

REGD OFFICE - C-13/14, Sec-5, Panchkula Grains Udyogvikas, Telex : 395-329 hsiidc in, Ph : 0172-2590481-82-83 Fax : 0172-2590474
website : www.hsiidc.org
New Delhi Contact Tel : 23347680-81-82-88, 2344822 23732801 Fax : 91(11) 2311516

ACB-
Rebom

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U16101HR2010PTC040850

वैसर्स ROLEX CLOTHING PRIVATE LIMITED

के माध्यम से, मैं एतद्वारा सत्यापित करता हूँ कि वैसर्स
ROLEX CLOTHING PRIVATE LIMITED

जो मूल रूप से दिनांक सात जुलाई दो हजार दस को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत वैसर्स
ROLEX CLOTHING PRIVATE LIMITED

के रूप में निर्गमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. नि. 507 अ दिनांक एस्. आर. एन. दिनांक 29/06/2012 के द्वारा
प्रकाश हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में वैसर्स 24.6.1985 B42045450
J.R.G. AUTOMOTIVE PRIVATE LIMITED

हैं और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसारण में जारी किया जाता है।

यह प्रमाण-पत्र दिल्ली में आज दिनांक उन्तीस जून दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U16101HR2010PTC040850

the matter of M/s ROLEX CLOTHING PRIVATE LIMITED

Whereby certify that ROLEX CLOTHING PRIVATE LIMITED which was originally incorporated on Seventh day of
Two Thousand Ten under the Companies Act, 1956 (No. 1 of 1956) as ROLEX CLOTHING PRIVATE LIMITED
having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of
Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act,
read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E)
dated 29/06/2012 the name of the said company is this day changed to
J.R.G. AUTOMOTIVE PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.
in Delhi this Twenty Ninth day of June Two Thousand Twelve.

Registrar of Companies, National Capital Territory of Delhi and Haryana

The corresponding form has been approved by MANMOHAN JUNEJA, Registrar of Companies and this certificate has been
signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and
Issuance of Documents) Rules, 2006.
The signed certificate can be verified at the Ministry website (www.mca.gov.in).

इस के कार्यालय अभिलेख में उपलब्ध प्रमाण का पता :
Address as per record available in Registrar of Companies office:
J.R.G. AUTOMOTIVE PRIVATE LIMITED
HRAULI ROAD,
F-122001,
INDIA



1. HSIIDC
2. HSIIDC (GCB) Ltd.
3. HSIIDC (GCB) Ltd.
4. HSIIDC (GCB) Ltd.
5. HSIIDC (GCB) Ltd.
6. HSIIDC (GCB) Ltd.

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

Recd. Post/PPC

No. HSIIDC/GCB/12/1287

M/s J.R.G. Automotive Pvt. Ltd.,
H-6 Mansarovar Road,
Gurgaon - 122001
Haryana

Dated 22/07/12

Re: Plot No. 16, Sector-5, G.C., Hawal-Change in the name

Dear Sir

This has reference to your request dated 4.7.2012 received on 11.07.2012 regarding the captioned subject. Keeping in view of the facts of the case and documents submitted by you, the change in the name of the allottee of the captioned plot from M/s Rulux Clothing Pvt. Ltd. to M/s J.R.G. Automotive private Limited has been noted in our records. You are advised to implement the approved project at the captioned plot within the stipulated time period after constructing at least 50% of the P.C.A and by investing the stipulated amount.

Thanking You,

Yours truly,
For HSIIDC Ltd.,

(Signature)
General Manager

HSIIDC - your partner in progress

Receipt (Office Copy)

Receipt Book (A)

Sub Registrar Office बावल

ACB-485

Registration 306

Registration Date 04/05/2012

Name of Executor HSIIDC Bawal

Date of Execution 04/05/2012

Date of Presentation 04/05/2012

Type of Deed CONVEYANCE OUTSIDE MC AREA

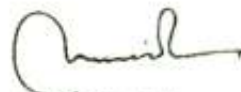
Transaction Value 39960000.00

Stamp Duty Paid thru Stamp 1998000.00

Registry Fees 15,000.00

Stamping Fees 3.00

Other Fees 15003.00



Sub Registrar

बावल

applicant will receive the final document on 04/05/2012 during the office hours

STATE BANK OF INDIA

Sl. No. _____
GSR/001/257115

RECEIPT

308
4512

STATE BANK OF INDIA

Rewari

Branch

Code No. 06R38

Well as symbol of

Sampradaya

in Smt.

or d/o w/o

Residing at

Account towards



STATE BANK OF INDIA

Date: 18/01/12

Place: Rewari

Signature of Authorized Officer

Total Cost of Plot: Rs. 3,99,60,000/-
Stamp duty @ 5%: Rs. 19,98,000/-
Stamp duty paid receipt no. GSR/001:257115

CONVEYANCE DEED

This deed of conveyance made on the 04 day of 05 in the year 2012 between the Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C-13 & 14, Sector-6, Panchkula, hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and M/s Rolex Clothing Private Limited, Plot No. 16, Sector-5, Growth Centre, Bawal, Distt. Rewari, Haryana, hereinafter called the transferee of the other part, (which expression shall include its heirs, successors, assignees, administrators, nominees, etc.)

Rolex Clothing Pvt Ltd.

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

For Haryana State Indl. & Infra Dev.

Estate Manager

प्रलेख नः 306

दिनांक 04/05/2012

डीठ संबंधी विवरण	
डीठ का नाम	CONVEYANCE OUTSIDE MC AREA
तहसील/सब-तहसील	बावल
गांव/शहर	बावल

घन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 39,960,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,998,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये
रुपये	

Drafted By: -

यह प्रलेख आज दिनांक 04/05/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी HSIIDC Bawal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री HSIIDC Bawal (अन्य दिनेश कुमार शर्मा (OTHER))

उप/संयुक्त पंजीयन अधिकारी
बावल

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी D.L. Arora ब्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रामनाथ नम्बरदार पुत्र/पुत्री/पत्नी श्री निवासी बावल व श्री/श्रीमती/कुमारी सुरेंद्र सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी K.R. Yadav. निवासी Guraoan ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 04/05/2012

उप/संयुक्त पंजीयन अधिकारी
बावल

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

Whereas Industrial Plot No. 16, Sector-5, Phase-II in Industrial Estate Growth Centre, Bawal, measuring 21,600 sq. mtr. was allotted to M/s Rolex Hosiery Pvt. Ltd., 27, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057 for, setting up of project of manufacturing and Exporters of Readymade Garments and Embroidered & Knitted Garments in pursuance to its application for allotment of the plot, as per the terms and conditions, contained in the Agreement dated 11.12.2007, allotment letter dated 10.09.2007, which shall continue to remain part and parcel of this deed.

*Subsequently, on its request change in constitution (From M/s Rolex Hosiery Pvt. Ltd. to its subsidiary company M/s Rolex Clothing Pvt. Ltd. was allowed vide letter dated 17.08.2011 and change of project from manufacturing and Exporters of Readymade Garments and Embroidered & Knitted Garments to manufacturing of Automotive Components mainly Plastic Parts for Two Wheelers and Four Wheelers was allowed by the transferor, vide letter dated 17.02.2012, which shall continue to remain part and parcel of this deed.

*** Strike out if not applicable.**

Whereas the transferee has made the full payment amounting to Rs. 3,99,60,000/- (Rupees Three Crore Ninety Nine Lakh Sixty Thousand only i.e. 21600 Sqm. @ Rs. 1850/- Per Sqm.) as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the allotment letter/re-allotment letter, agreement & supplementary agreement and further in consideration of the said sum of Rs. 3,99,60,000/- (Rupees Three Crore Ninety Nine Lakh Sixty Thousand only i.e. 21600 Sqm. @ Rs. 1850/- Per Sqm.) paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 16, Sector-5, Phase-II in Industrial Estate Growth Centre, Bawal, measuring 21,600 Sqm. on the following terms and conditions :-

1. 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 any matters/cases arising out of the acquisition proceedings or any incidental or connected matter


Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

2

For Haryana State Indl & Infra Dev


Estate Manager

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

thereto, shall be payable by the transferee, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in six half yearly equal installments along with interest @ 11% p.a., on the balance outstanding. Default in payment of installments shall entail interest @ 14% p.a. for the defaulted period on the defaulted amount, compounded annually. In the event of non-payment of such enhanced compensation within permitted period, the aforesaid plot/shed shall also be liable to be resumed.

2. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the transferor will not be responsible for levelling uneven site; and that the transferee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which compensation, as assessed, had been paid by the transferor.
3. That the transferee has already constructed / shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans have been/shall be approved in conformity with the building bye-laws, as applicable from time to time.

4. *That the transferee has obtained an occupation certificate from the competent authority and has not made any alteration or addition after obtaining such occupation certificate.

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana - 122001

*That the transferee shall obtain an occupation certificate from the competent authority, before occupying the building and shall submit a copy of the occupation certificate in the concerned field office of the transferor within fifteen days of obtaining such occupation certificate. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as amended from time to time.

* strike whichever is not relevant.

5. *That the transferee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; or actual possession of the plot, whichever event is earlier or within such extended period as may be allowed by the transferor in writing. Implementation of the project shall mean the commencement of commercial production after coverage of construction of building in accordance with the norms specified in EMP-2011 and after obtaining occupation certificate from the competent authority and installation of plant and machinery.

For Haryana State Indl & Infra Dev. Corp.

Estate Manager

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana - 122001

That notwithstanding the period of 3 years stipulated qua implementation of the project on the plot, the transferee, as far as possible, shall take the following steps within a period of two years of the date of offer of possession or actual possession, whichever is earlier:-

- i) Taking over physical possession of the plot.
- ii) Submission/approval of building plans.
- iii) Closure of financial tie-ups (Promoter's capital and loans etc.)
- iv) Commencement of construction at site
- v) Technical and marketing tie up
- vi) Placement of orders of machinery and other capital goods.

*That in case of shed, the transferee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession or actual possession of the shed, whichever event is earlier or within such extended period as may be allowed by the transferor in writing. Implementation of the project shall mean the commencement of commercial production, after installation of the plant and machinery and in accordance with the norms specified in EMP-2011.

*That the project on the aforesaid plot/shed has been completed and project completion certificate obtained from the concerned Estate Manager, the transferee shall continue to utilise the plot/premises only for the approved industrial activities as per EMP-2011

*** Strike out whichever is not applicable.**

6. (a)* That the plot has been allotted under On-going Scheme (*Prestigious project involving investment of more than Rs.30/20/10 crore, or project by NRI/PIO or unit with 33% or more FDI in total investment or project by person with disabilities) as per EMP-2011, the transferee shall be required to implement the project for which the aforesaid plot has been allotted within a period of three years from the date of offer of possession or actual possession of plot, whichever is earlier or within such extended period as may be allowed by the transferor in writing, after obtaining occupation certificate. However, the transferee shall be required to take possession of plot, submit building plans and start construction at site within two years of offer of possession or actual possession of plot, whichever is earlier. However, in case no investment is made in the project by the transferee within the initial period of three years or the investment made is below 25% of the projected investment, the plot shall be liable to be resumed.

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

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

Estate Manager

(b)* That the plot has been allotted for setting up prestigious project involving investment of more than Rs.30/20/10 crore, the transferee shall be required to complete the investment level of requisite amount in the project (as mentioned in the approved project report) for which a further period of three years, beyond the initial stipulated period of three years may be allowed without payment of fee provided the first phase of the project has been implemented after obtaining occupation certificate and installation of plant and machinery. In case, the transferee fails to achieve the requisite amount of investment within six years, the fee/ penalty shall be payable in the following manner:-

Sr.No.	Investment achieved	Fee/Penalty (as % of the current allotment price)
i)	Above 50% but upto 75% of proposed investment.	50%
ii)	Above 75% but less than the minimum investment of Rs. 30/20/10 crore (as the case may be)	25%

• **Strike out in case not applicable**

7. *The period of three years for implementation of the project on the plot, may be further extended by the transferor by two years (three years in case of plot size of 4050 sq. mtr. and above) on year to year basis, on payment of prescribed extension fee, applicable from time to time, with applicable interest, subject, however, to the conditions that the transferee has complied with the norms specified in EMP-2011 and satisfies that the transferee had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production.

*The period of two years for implementation of the project by the transferee of the shed, may be further extended for one year by the transferor on payment of prescribed extension fee, applicable from time to time, with applicable interest, in case the transferee has installed/placed orders for installation of the substantial part of the plant & machinery, depending on merits of the case.

Upon failure on the part of the transferee to adhere to the schedule/time available for implementation of the project, the transferor shall be competent to resume the aforesaid plot/shed after giving show cause notice.

* **Strike out in case not applicable**

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

For Haryana State Indl. &

Estate Manager

8. That the transferee shall be deemed to have completed the project if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP-2011 and starts commercial production of the project after installation of plant & machinery in accordance with the provisions contained in EMP-2011.

Further, the transferee shall also be deemed to have completed the project, if he has completed the construction equivalent to 95% of the total permissible covered area and has not been able to commence the commercial production, for whatever reasons, provided he has obtained occupation certificate from the competent authority and has informed the concerned Estate Manager within fifteen days of obtaining such occupation certificate.

The transferee shall, within fifteen days of completion of project, submit an application, on the prescribed format along with all the relevant documents/information, in accordance with the provisions contained in EMP-2011, to the concerned field office of the transferor, for issuance of project completion certificate.

9. That the transferee shall use and 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 transferor, only after considering the ground(s) and such other factors, as contemplated in the EMP-2011, provided that the allottee has paid requisite processing fee along with written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.
10. 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 permissible covered area shall be governed as per rules & 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 transferee. In the event of non-compliance by the transferee within the time permitted by the transferor, the aforesaid plot/shed shall be liable to be resumed and the transferee shall be required to remove such structure/debris from the plot at his own cost within a period of three months from the date of order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile transferee.

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

For Haryana State Industrial Development Corporation

Estate Manager

11. That the transferee shall not bifurcate the aforesaid plot except with the prior permission of the transferor. Bifurcation of the plot/shed shall, however, be governed and regulated in the manner as provided in the EMP-2011.
12. That the transferee 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 the transferor.
13. That the transfer of the above said plot/shed may be allowed by the transferor if the project has been completed by the transferee, project completion certificate has been obtained from the transferor and the construction of building is as per the laid down norms, conveyance deed executed and only after the expiry of one year of project completion as defined in EMP-2011, subject to the condition that transferee shall utilise the plot/shed only for the permissible industrial activities. Such transfer shall, however, be subject to the provisions contained in EMP-2011 and payment of transfer fee with applicable interest at the rates prescribed in the Industrial Policy (IP) of the State Government and EMP-2011, as revised from time to time.

No transfer fee would be leviable after the project of the transferee had been in commercial production for more than five years but the processing fee at the rates prescribed from time to time, in the EMP-2011 shall be payable by the transferee. However, the transferee shall be required to obtain prior permission of the transferor before transfer of the plot/shed falling which transfer fee at the normal rate as specified in EMP-2011, alongwith applicable interest shall be charged from the transferee.

14. That the transfer of the aforesaid plot/shed, due to inheritance, will or within the family members of the transferee (except in the case of preferential allotment in favour of NRI/person with disability), succession due to death of the transferee/majority share holders or taken over by a Bank/Financial Institution may be allowed without charging transfer fee but the processing fee at the rates as prescribed in the EMP-2011, from time to time shall be charged. However, wherever applicable, the transferee shall be required to obtain prior permission of transferor before transfer of the plot/shed falling which transfer fee at the normal rate as specified in EMP-2011, alongwith applicable interest shall be charged from the transferee.

Relax Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon Haryana 122001

For Haryana State Industries

Estate Manager

The transfer of majority shareholding, change of ownership by whatever means i.e. through sale deed, an agreement with an intent to transfer on a future date, or by way of power of attorney (except in favour of family members) shall also be treated as transfer.

15. That for seeking permission for transfer of the aforesaid plot/shed, the transferee shall apply to the transferor alongwith following documents:-

- a) Original letter of allotment.
- b) Letter of eligibility for transfer of the plot/ shed from the concerned Estate Manager
- c) Agreement to sell.
- d) Project report of the transferee, in case of any change of project.
- e) Statement of means of financing of the transferee.
- f) Other relevant details as may be specified by HSIIDC.

The transferee shall, however, be required to submit his request for the proposed transfer within a period of 60 days from the date of agreement to sell, but before execution of sale deed in favour of the purchaser, failing which transfer fee at double the normal rate as specified in EMP-2011 with applicable interest shall be payable by the transferee. In case the transfer is allowed, the transferee shall be required to execute sale deed duly registered with Sub Registrar in favour of the purchaser as per law and a fresh agreement for transfer of the industrial plot/shed shall be required to be executed by the purchaser with the HSIIDC.

16. That the change in constitution in favour of partnership firm/company may be allowed on payment of applicable processing fee only if the original allottee(transferee) or his family members (spouse, son, daughter, parents, brother, sister, grand son, grand daughter and their spouses) retain entire share holding /ownership of the firm/company/project. Prior permission of the transferor shall be mandatory. In case of preferential allotment, in favour of NRI/person with disability, the allottee must retain at least 51% stake in the firm/company/project till one year after project completion. In case, the change in constitution involves induction of the third party (other than family members as defined in EMP-2011) into the firm/company/project, before completion of the project, the same may be allowed by HSIIDC on payment of fee equivalent to 50% of transfer fee as defined in EMP-2011, for dilution of equity

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

Estate Manager

upto 26% and 100% of transfer fee for dilution of equity above 26% and upto 49% subject to the condition that the original allottee(transferee)/his family members retain minimum 51% share in the firm/company/project till one year after project completion. Prior written permission of transferor shall be mandatory. In case, the share of original allottee(transferee)/partners/ shareholders in the firm/company/project falls below 51%, It shall amount to transfer and shall be dealt with under the relevant provisions.

That in case of the transferee 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 on payment of applicable processing fee subject to the condition that the transferee or his associates (family members), retain the largest share holding with management control, otherwise it shall be treated as a case of transfer and shall be dealt with under the relevant provisions.

17. That in order to ensure optimum utilization of the Industrial areas/Industrial estates, leasing/renting of the built up premises for permissible Industrial activities may be allowed, if the transferee has made construction as per the standard norms, obtained occupation certificate, completed the project as defined in EMP-2011 and has obtained project completion certificate from the concerned Estate Manager. Such permission may be granted by the transferor on payment of applicable leasing/processing fee, with applicable interest as prescribed in the EMP-2011, which may be amended from time to time. However, prior approval of the transferor for leasing shall be mandatory. Lease Instruments exceeding 11 months period shall be required to be registered as per legal requirements. The provisions with regard to leasing of premises, as detailed in EMP-2011 shall be strictly adhered to by the transferee.
18. That there shall be no limit/restriction on the number of leases permissible in any premises subject to the condition that the premises is leased out only for permissible industrial activities and meets the normal safety requirement. The transferee shall be at liberty to change the tenants subject to the transferee keeping the transferor informed about such changes immediately but not later than 15 days of execution of the lease deed, alongwith requisite details. The transferee shall also file an annual certificate/return (by 30th April each year) confirming the number and the name of lessee(s), area leased out, uses of the premises leased out during the year and status as on date.

19. That the transferee shall have to take water for unit set up and other area of the said plot/shed from the water supply system of the transferor on payment in accordance with the rates fixed from time to time. The transferee shall not dig or install any tube well/bore-well within or outside his plot/shed for meeting his water requirements.
20. That the transferor 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 the transferor 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 transferee shall be entitled to receive from the transferor such payment for the occupation by the transferor 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 transferor and the transferee or failing such agreement shall be ascertained by reference to arbitration.

21. That the Govt. may in the 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 the transferor to the Govt. or any authority on its behalf will be recoverable by the transferor HSIIDC from the transferee proportionately. Any amount demanded by the transferor on account of such external development charges will be payable by the transferee to the transferor in lump-sum or in installments, with applicable interest, as may be decided by the transferor.

Rolex Clothing Pvt Ltd.
7 IDC Meh.uli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt Ltd.
7 IDC Meh.uli Road
Gurgaon, Haryana-122001

For Haryana State Indl. & Infas Dev. Corpn. Ltd.

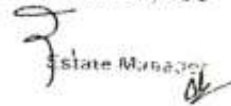
Estate Manager

22. That the transferee shall pay to the transferor such proportionate external development charges spent by the transferor or as may be payable to the Government or any other agency by the transferor for external water supply, electricity installation, roads, storm water, drainage, sewerage, CETP etc., in addition to already stated in clause 29 above, within 30 days from the date of the letter of demand falling which the transferee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.
23. That the transferor may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the transferee has duly performed and observed the conditions to be observed under the provisions of the agreement/RLA.
24. That the transferor 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 reservation imposed and to recover from the transferee, as first charge upon the said land/building, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.
25. That the transferee shall comply with all the Estate Management regulations dealing with Malba, Cleanliness, quantum and the quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things for proper maintenance of the Industrial estate and its surrounding. The transferor 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 transferee 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.

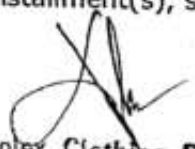
Rolex Clothing Pvt. Ltd.
 7 IDC Meh. Ind. Road
 Gurugram, Haryana


 Rolex Clothing Pvt. Ltd.
 7 IDC Meh. Ind. Road
 Gurugram, Haryana - 122001

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


 Estate Manager

27. That the transferee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the transferor. The maintenance & service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager, failing which applicable penal interest shall be payable by the transferee.
28. That the transferee 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 to be set up on plot/shed.
29. That the transferor 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 transferee does not continue to remain in production and the production gets held up, the transferor shall issue a notice to the transferee to resume production within a period of three months. In case the transferee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.
30. That if the transferee appoints ANY ATTORNEY, (in favour of any family member as defined in EMP-2011), he/she/they shall submit with the transferor the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee and that of the attorney duly attested by the First Class Magistrate within a week from the registration of the deed by Regd. A/D post or in person.
31. That so long as the transferee 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 transferor will ensure to the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
32. That the transferor will be competent to resume plots/sheds in its Industrial Estates in case the transferee defaults in complying with the terms and conditions of allotment/transfer/leasing/provisions of EMP-2011 etc. The resumption of plot/shed would be done by the transferor after giving show-cause notice. Upon resumption, the principal amount deposited by the transferee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest and penalty, if any, paid on the installment(s), shall also stand forfeited. In case of resumption, the


Rolex Clothing Pvt. Ltd.
 7 IDC Mehrauli Road
 Gurgaon, Haryana-122001

transferee shall be required to remove the structure/debris within a period of three months from the order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile allottee.

33. That the plot/shed once resumed shall not be restored by the transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner, Industries & Commerce Deptt., Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor. Such an appeal shall be filed within ninety days of passing of resumption order. The decision of the aforesaid committee shall be final and binding.
34. That all the acts and expenses of or incidental to the execution of this deed including the cost of stamp duty, registration etc. shall be borne by the transferee.
35. That the transferee is fully aware of provisions of IP-2011 & EMP-2011 and has gone through the same. The transferee agrees & undertakes to be bound by the said provisions of IP-2011 and EMP-2011 as amended from time to time.

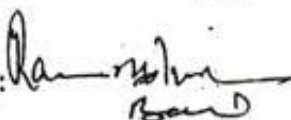
IN WITNESS WHEREOF, the parties to this deed have set their hands/seals on the dates mentioned against their signatures.

PARTY OF FIRST PART:

for and on behalf of
Haryana State Indl. & Infra. Dev. Corpn. Ltd.

For Haryana State Indl. & Infra. Dev. Corpn. Ltd.
Estate Manager

Witness:



PARTY OF SECOND PART:

For and on behalf of
(M/s Rolex Clothing Pvt. Ltd.)

Witness:

Witness:


SUNIL K. SINGH & SH. H. A. YADAV
1016 SECT-31, Gurgaon

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001



विक्रेता



क्रेता



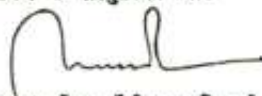
गवाह

विक्रेता	रिनेश
क्रेता	D.L. Arora
गवाह	रामनथ नाम
गवाह	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 306 आज दिनांक 04/05/2012 को बही न: 1 जिल्द न: 56 के पृष्ठ न: 16 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 882 के पृष्ठ सख्या 1 से 13 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि मेरे सामने किये हैं।

दिनांक 04/05/2012


उप/संयुक्त पंजीयन अधिकारी
बावल



HSI IDC

HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.

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

REGULAR LETTER OF ALLOTMENT WITH OFFER OF POSSESSION
(EMP 2005)

Registered

To

M/s Rolex Hosiery Pvt Ltd,
27, Community Centre, Basant Lok,
Vasant Vihar, New Delhi 110057

Ref. No.: HSI IDC: 11813

Dated: 7-9-07

Subject:- Regular Letter of Allotment (RLA) of Plot/Shed No 16
Sector/Phase/Block 5 Industrial
Estate Ph. II, S. C. Bawel

Dear Sir,

1. WHEREAS your application for allotment of an industrial plot/shed in Industrial Estate Committee, pursuant to State Govt's Industrial Policy-2005 and Estate Management Procedure-2005 (EMP) of the HSI IDC.

AND WHEREAS it has been decided to allot you plot/shed bearing No. 16 in
Sector/Block/Phase 5

Industrial Estate Ph. II, S. C. Bawel
for setting up an industrial project of mfg. & export of Readymade Garments, Embroid
alongwith offer of physical possession of the aforesaid plot/shed, subject to the terms & conditions even
contained hereinafter as well as in the format of the Agreement annexed hereto as appendix-A, which knits
shall be read as part & parcel of this RLA. The tentative area and price of the Plot/Shed are specified given
hereunder:-



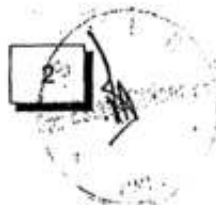


HSI IDC

Estate	Sector/ Phase No.	Plot/Shed. No.	Appx. dimensions in Meters	Area (Sq.mtr.)	Rate per square meter	Tentative Price (Rs.)
Ph-II on C Road	5	16	—	20000	1850/-	37,00,000

2. **AND WHEREAS** this allotment, among other terms and conditions, contained in **Appendix A**, is subject to following conditions precedent to be fulfilled by you within the stipulated period: -

- (i) You are advised to carefully go through the contents of the RLA, as well as the terms & conditions stipulated in the **Appendix-A**. You shall be required to submit the Letter of Acceptance, in **Appendix-B**, appended to the printed agreement format enclosed with the RLA, duly signed (each and every page), in token of having accepted the allotment of above noted plot/shed, including the terms & conditions contained hereunder and as stipulated in **Appendix-A**;
- (ii) Alongwith the letter of acceptance, in **Appendix-B**, you shall also be required to furnish a bank draft/banker's cheque of the value in the sum of Rs. 92,28,750/- in favour of Haryana State Industrial and Infrastructure Development Corporation (HSI IDC), Panchkula drawn on a bank at Panchkula, towards 15% of the tentative price of the aforesaid plot/shed, so as to make it 35% thereof, after including Rs. 37,21,250/- towards 10% earnest money, already paid by you at the time of submission of application. The amount towards 25% of the tentative price shall be payable by you within a period of 30 days from the date of issuance of RLA, further extendable by 30 days with interest thereon @ 14% p.a. for the extended period. Alternatively, you can pay total balance cost of plot in lumpsum, within a period of 60 days from the date of issuance of RLA, without any interest;
- (iii) In the event you fail to submit the Letter of Acceptance, together with payment towards 35% price to make up 35% of the tentative price of the aforesaid plot/shed, within 30 days from the date of issuance of RLA or with interest thereon @ 14% p.a. within further extendable period of 30 days or there is failure on your part to pay the total balance payment of the tentative price, in lumpsum without interest, within a period of 60 days from the date of issuance of RLA, please note that in such eventualities, this allotment shall automatically laps after the expiry of above stipulated period of 60 days; and that the amount deposited by you, as earnest money, will be refunded without any interest through account payee cheque, drawn on our Bank at Panchkula.





NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the HSI IDC, having agreed to allot plot/shed No. _____ at measuring _____ square meters, Sector/Block/Phase _____ for setting up an Industrial Estate _____ to the allottee in lieu of tentative price of Rs. _____ (Rupees _____ only) @ Rs. _____ per square meter *paid by the allottee OR *against which the allottee has paid Rs. _____ (Rupees _____ only) to HSI IDC towards 15% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited along with the application for allotment and has further agreed to pay to HSI IDC the remaining 75% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.

- (a) The balance 75% of the tentative price of the aforesaid plot/shed shall be paid by the allottee to HSI IDC through bank draft representing the installment amount, including the principal and interest thereon, on or before the due date specified in the above mentioned schedule of payment; and that the said bank draft shall be furnished in the concerned field office of the HSI IDC at Industrial Estate _____.
- (b) That if the allottee defaults in making payment towards any of the installment(s) on the due date(s), the allottee shall be liable to pay penal interest @ 14% on the defaulted amount from the due date of the installments till the date of payment; and that in case the allottee perpetuates such default(s) in making the payment of installments beyond the time allowed by HSI IDC after the default having been committed, aforesaid plot/shed shall be liable to be resumed.

* Strike whichever is not relevant.

2. That any additional price of the aforesaid plot/shed, as 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 become liable to be resumed.
3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSI IDC will not be responsible for leveling uneven site; and that the allottee shall be liable to pay additional sum/money



(viii) Any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by you, in lumpsum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. on the due amount shall be charged 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. The aforesaid plot/shed shall be liable to be resumed *interalia* on the ground for breach of any of the terms & conditions stipulated in the agreement, referred to herein above.

3. **AND WHEREAS** after having accepted the allotment and/or making payment of 25% of the tentative price or subsequent payment(s) of the installments, towards balance outstanding tentative price, if you choose to surrender the plot/shed for any reason whatsoever, in that eventuality, the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSIIDC on account of interest and/or penal interest and penalty shall be non-refundable.

NOW, THEREFORE, in view of this allotment of above noted plot/shed, you are hereby requested to fulfill the conditions precedent as stipulated herein above and act accordingly, within the stipulated period failing which, this allotment shall automatically stand lapsed on the expiry of aforesaid stipulated period of 60 days.

For Haryana State Industrial and Infrastructure
Development Corporation Ltd.



Encs.

1. Format of agreement (Appendix "A")
2. Letter of acceptance (Appendix "B")
3. Agreement for execution.

CC to Estate Manager
HSIIDC, in E. Bawaf



HSIIDC

14/5 in c B/w = P

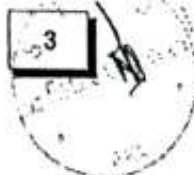
- (iv) Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute an Agreement, in writing, with HSIIDC, at Panchkula, incorporating therein the terms & conditions, as contained in Appendix-A, on the printed agreement, attached with the RLA, as per instruction given therewith, within a period of 60 days from the date of issuance of RLA. This period of 60 days allowed for execution of the agreement will, however, be extendable further by HSIIDC at its sole discretion, but in case, after fulfilling any of the conditions precedent as specified at 2(i) & 2(ii) above, you fail to execute the agreement within the extended period, the allotment shall become liable to be cancelled and the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSIIDC on account of interest and/or penal interest, as the case may be, shall be non-refundable.

- (v) After the acceptance of the allotment of aforesaid plot/shed, in case you do not opt to pay the balance amount of 75% of the tentative price of aforesaid plot/shed, in lumpsum, within 60 days of the date of issuance of the RLA, in that eventuality, the remaining 75% tentative price of aforesaid plot/shed shall be payable by you in five equal half yearly installments with interest @ 11% p.a. on the balance outstanding, as per following schedule of payment of installments:-

	First Instalment	Second Instalment	Third Instalment	Fourth Instalment	Fifth Instalment
Due Date	7-3-08	7-9-08	7-3-09	7-9-09	7-3-10
Principal Amount (in Rs.)	4810000	4810000	4810000	4810000	4810000
Interest (in Rs.)	1319126	1066898	787127	533449	262376
Total (in Rs.)	6129126	5876898	5597127	5343449	5072376

Please Note, that no separate notice for payment of instalments due as per the above schedule will issued by the HSIIDC.

- (vi) Default in payment of installments shall, however, entail penal interest @ 14% p.a. for the defaulted period in respect of defaulted amount. In case you continue to be in default beyond the time allowed by HSIIDC after the default having been committed, the plot/shed shall become liable for resumption.
- (vii) Although possession of the aforesaid plot/shed has been offered, it is, however, made clear that physical possession of the same shall be delivered to you only after you have executed an agreement, in writing, as stipulated therein-above. Any delay on your part to execute the agreement and to takeover the possession of the plot/shed shall not exempt your liability to pay the interest on the outstanding amount towards the price as well as qua the non-implementation of the project within the stipulated period. Thus, after executing the aforesaid agreement, you may immediately contact our filed office at in c B/w = P to take the physical possession of the plot/shed through a letter of possession, in writing, from the concerned filed office.





HSIIDC

- (viii) Any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by you, in lumpsum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. on the due amount shall be charged 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. The aforesaid plot/shed shall be liable to be resumed *inter alia* on the ground for breach of any of the terms & conditions stipulated in the agreement, referred to herein above.
3. **AND WHEREAS** after having accepted the allotment and/or making payment of 25% of the tentative price or subsequent payment(s) of the installments, towards balance outstanding tentative price, if you choose to surrender the plot/shed for any reason whatsoever, in that eventuality, the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSIIDC on account of interest and/or penal interest and penalty shall be non-refundable.

NOW, THEREFORE, in view of this allotment of above noted plot/shed, you are hereby requested to fulfill the conditions precedent as stipulated herein above and act accordingly, within the stipulated period failing which, this allotment shall automatically stand lapsed on the expiry of aforesaid stipulated period of 60 days.

For Haryana State Industrial and Infrastructure
Development Corporation Ltd.



Encls.

1. Format of agreement (Appendix "A")
2. Letter of acceptance (Appendix "B")
3. Agreement for execution.

CC to

Estate Manager
HSIIDC, N.E. Bawana



HSIIDC

Appendix - A

TERMS AND CONDITIONS / FORMAT OF AGREEMENT

WHEREAS the HSIIDC had offered to the allottee an industrial plot/shed No. _____ measuring _____ square meters, Sector/Phase/Block _____ in Industrial Estate _____ at the tentative price of Rs. _____ (Rupees _____ only) per square meter, for setting up an industrial project of _____ pursuant to the notified Industrial Policy-2005 (IP) of the State Government and the Estate Manager Procedure-2005 (EMP) of HSIIDC, subject to the terms & conditions, contained in the RLA bearing No. _____ dated _____ and herein;

AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated _____ and furnished bank draft/ pay order for Rs. _____ (Rupees _____ only) being 15% of the tentative price, in addition to 10% of the tentative price deposited alongwith the application for allotment in order to make 25% of the tentative price of the Plot / Shed.

* **AND WHEREAS** the allottee has also paid the remaining 75% of the balance outstanding amount of Rs. _____ (Rupees _____ only) towards tentative price, within the stipulated period mentioned in the RLA;

* **AND WHEREAS** the allottee has opted to pay the balance amount of 75% of the total tentative price, in five equal half yearly installments as per following schedule of payment, including principal and interest thereon, payable from the date of offer of possession:-

* **Strike whichever is not relevant.**

	First Instalment	Second Instalment	Third Instalment	Fourth Instalment	Fifth Instalment
Due Date					
Principal Amount (in Rs.)					
Interest (in Rs.)					
Total (in Rs.)					



HSI IDC

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the HSI IDC, having agreed to allot plot/shed No. _____ measuring _____ square meters, Sector/Block/Phase _____ Industrial Estate _____ at an industrial project of _____ for setting up the allottee in lieu of tentative price of Rs. _____ (Rupees _____ to _____ only) @ Rs. _____ per square meter *paid by the allottee OR *against which the allottee has paid Rs. _____ (Rupees _____ only) to HSI IDC towards 15% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited alongwith the application for allotment and has further agreed to pay to HSI IDC the remaining 75% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.

- (a) The balance 75% of the tentative price of the aforesaid plot/shed shall be paid by the allottee to HSI IDC through bank draft representing the installment amount, including the principal and interest thereon, on or before the due date specified in the above mentioned schedule of payment; and that the said bank draft shall be furnished in the concerned field office of the HSI IDC at Industrial Estate _____
- (b) That if the allottee defaults in making payment towards any of the installment(s) on the due date(s), the allottee shall be liable to pay penal interest @ 14% on the defaulted amount from the due date of the installments till the date of payment; and that in case the allottee perpetuates such default(s) in making the payment of installments beyond the time allowed by HSI IDC after the default having been committed, aforesaid plot/shed shall be liable to be resumed.

* Strike whichever is not relevant.

2. That any additional price of the aforesaid plot/shed, as 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 become liable to be resumed.
3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSI IDC will not be responsible for leveling uneven site; and that the allottee shall be liable to pay additional sum/money



HSI IDC

for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time allotment, for which compensation, as assessed, had been paid by the HSI IDC.

4. *That the allottee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery.

*That the allottee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after installation of the plant and machinery.

*Strike whichever is not applicable.

5. That notwithstanding the period of three years stipulated for implementation of the project on the plot, the allottee, as far as possible, shall take the following steps within the period of two years from the date of offer of possession of the aforesaid plot:-
- a) Taking over possession of the plot.
 - b) Submission of building plans.
 - c) Placement of orders of machinery and other capital goods.
 - d) Financial tie-up.
 - e) Technical and marketing tie-up.

The period of three years for implementation of the project on the plot, may be further extended by HSI IDC by one year subject, however, to the conditions that the allottee has achieved construction coverage in accordance with the norms specified in EMP, on the aforesaid plot and satisfies that the allottee had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production. Provided further that second extension of one year for the completion of the project i.e. after four years from the date of offer of possession, may be granted, only in exceptional circumstances.

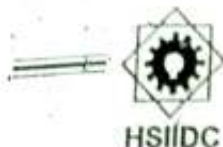
The period of two years for implementation of the project by allottee of the shed, may be further extended for one year by HSI IDC, in case the allottee has installed/placed orders for installation of the substantial part of the plant & machinery.



HSI IDC

Upon failure on the part of the allottee to adhere to the schedule/time available for the implementation of the project, HSI IDC shall be competent to resume the aforesaid plot/shed after giving show notice.

6. That in case the allottee has been granted extension in the implementation of the project beyond the stipulated period of implementation, the allottee shall be required to pay extension fee at the rates, laid down in the EMP, which may be revised from time to time.
7. That the allottee shall be deemed to have completed the project if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP and starts commercial production of the project after installation of plant & machinery. The allottee shall, within one month of completion of project, inform the concerned filed office of the HSI IDC, in writing, that the project has been completed, alongwith documentary proof in this regards.
8. That the allottee shall use and utilize the aforesaid plot/shed for the purpose for which it has been allotted and shall not change the nature the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the HSI IDC, only after considering the ground(s) and such other factors, as contemplated in the EMP, provided that the allottee has paid requisite processing fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.
9. That the allottee shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans shall be approved in conformity with the building bye-laws, as applicable from time to time. However, before start of construction, the allotted shall submit a copy of the approved building plans to HSI IDC.
10. That the allottee shall apply for an occupation certificate in the concerned filed office of HSI IDC. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as amended from time to time.
11. 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 permissible covered area shall be governed as per rules & 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 be liable to be resumed.



and the allottee shall be required to remove the debris within a period of two months from the order of resumption otherwise the same shall be removed at the cost of the allottee by HSI IDC.

12. That the allottee shall not bifurcate aforesaid plot except with the prior permission of the HSI IDC. 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.
13. That the plot/shed shall continue to belong to HSI IDC until and unless the full price of the plot/shed together with interest and other amount, if any, due to HSI IDC is paid by the allottee. Allottee shall have no right to transfer the land building standing thereon by way of sale or gift, mortgage, lease or any other way, without specific written approval from HSI IDC.
14. That on payment of total price of the plot/shed, the HSI IDC 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.
15. That the transfer of the above plot/shed may be allowed by the HSI IDC if the project has been completed by the allottee and the construction of building is as per the laid down norms and only after the expiry of one year from the date of commencement of the commercial production of the project, subject to further condition that the transferee shall not be allowed to further transfer the plot/shed for at least one year from the date of transfer of aforesaid plot / shed in his / her / its name. Such transfer shall, however, be subject to the payment of transfer fee at the rates prescribed in the IP of the State Government and EMP, as revised from time to time.

No transfer fee would be leviable after the project of the allottee had been in commercial production for more than five years and is free all encumbrances. However, prior permission of HSI IDC is necessary before transfer of the plot/shed. The processing fee at the rates prescribed from time to time, in the EMP shall, however, be payable by allottee.
16. 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 any transfer fee. However, the payment of processing fee at the rates as prescribed in the EMP, from time to time shall be charged. The change of management by transfer of majority shareholding shall also be treated as transfer.

17. That for seeking permission for transfer of the aforesaid plot/shed, the allottee shall apply to the HSIIDC alongwith following documents:-
- a) Original letter of allotment.
 - b) Proposed agreement to sell.
 - c) Project report of the transferee, in case of any change of project.
 - d) Statement of means of financing of the 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 penalty equivalent to transfer fee shall be imposed upon the allottee. In case the transfer is allowed, a fresh agreement for transfer of the industrial plot/shed shall be required to be executed by the transferee with the HSIIDC.

18. That the change in share holding may be allowed only if the original allottee or his family members (spouse, son, daughter, wife, parents, brothers, sisters) 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 and the transfer fee at the rates prescribed in EMP, from time to time shall be payable by the allottee.
19. That in case of 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.
20. 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 processing fee, as prescribed in the EMP, from time to time. However, prior approval of the HSIIDC for leasing shall be mandatory.
- (a) In cases, where the allottee has implemented its own approved unit on the said plot but could not continue the same due to any reasons, what so ever, leasing will be permissible by charging applicable normal fee as per EMP subject to the condition that allottee has achieved building construction coverage norms as per EMP and there is no zoning violation.
 - (b) In case of transfer of the industrial plot / shed, the transferee shall be eligible to further lease out the premises, ~~provided the unit~~ on the aforesaid plot had been implemented by the allottee/ transferee / lessee and one year has elapsed after implementation of project.



21. 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 to the allottee keeping HSI IDC informed about any change made the tenancy and getting the project of the lessee/tenant approved from HSI IDC and payment of processing fee as prescribed in the EMP, from time to time.
22. That the HSI IDC shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath 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 HSI IDC 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 reservation herein contained.

Provided that the allottee shall be entitled to receive from HSI IDC such payment for the occupation by HSI IDC 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 HSI IDC and the allottee or failing such agreement shall be ascertained by arbitration.
23. That the HSI IDC may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the provisions of the agreement/RLA.
24. That the HSI IDC 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 reservation imposed and to recover from allottee, as first charge upon the said land/building, the cost of doing all or any such act and 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 and as communicate 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 to be set up on plot/shed.
29. That the Govt. may in the 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.
30. 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 29 above, within 30 days from the date of the letter of demand falling which the allottee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the allottee 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.



31. That the allottee shall have to take water for unit set up and other area of the said plot/shed from the water supply system of the HSI IDC on payment in accordance with the rates fixed from time to time. The allottee shall not dig or install any tube well/bore-well within or outside his plot/shed for meeting his water requirements.
32. That HSI IDC allots this plot/shed for setting up and running an industry 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 help up, HSI IDC 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.
33. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit with HSI IDC the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee and that of the Attorney duly attested by the First Class Magistrate within a week from the registration of the deed by Regd. A/D post or in person.
34. 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 HSI IDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
35. That the HSI IDC will be competent to resume plots/shed 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 HSI IDC 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 and penalty, if any paid on the installment(s), shall also stand forfeited. The allottee will be free to remove the structure / debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSI IDC at the allottee's cost. The allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.
36. That the plot/shed once resumed shall not be restored by HSI IDC. However, an appeal shall lie to a committee, comprising of the Financial Commissioner, Industries Deptt., Haryana, Director of Industries Haryana & Managing Director, Haryana Financial Corporation against the order of the HSI IDC. The decision of the aforesaid committee shall be final and binding.



HSIIDC

16/5 E.C. Board al P11.1)

37. 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 any other matter related to Estate Management shall be applicable and binding on the allottee.

Keeping in view that the aforesaid plot has been allotted under the on going scheme as per the provisions of EMP-2005, cost of the project being more than Rs.30 crore, the allottee hereby agrees and undertakes to implement the project within the stipulated period with an investment of Rs.36.49 crores as provided in the project report, failing which, the aforesaid plot shall be liable to be resumed.

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

Signature _____

Dated _____

Signed by the said Shri _____ at _____
on the _____ day of _____

(Signatures must be got attested from Executive Magistrate with his Court seal or a Notary Public).

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____



HSIIDC

16/5 GIC Board of PII-11

37. 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 any other matter related to Estate Management shall be applicable and binding on the allottee.

Keeping in view that the aforesaid plot has been allotted under the on going scheme as per the provisions of EMP-2005, cost of the project being more than Rs.30 crore, the allottee hereby agrees and undertakes to implement the project within the stipulated period with an investment of Rs.36.49 crores as provided in the project report, failing which, the aforesaid plot shall be liable to be resumed.

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

Signature _____

Dated _____

Signed by the said Shri _____ at _____
_____ on the _____ day of _____

(Signatures must be got attested from Executive Magistrate with his Court seal or a Notary Public).

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

INVESTATE
Industrial Growth Centre
Bawal-123501
Distt. : Rewari (Haryana)
Ph. : 01284-264120, 21, 22
Fax : 01284-264044

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

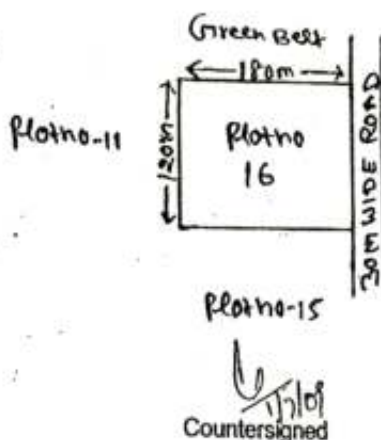
(A State Government Undertaking)

No. HSIIDC/GCB/28/679

Dated 11/7/09

This is to certify that Plot No. 16 Sector S Phase II of Size 180m x 120m
21600 Sq. Mtrs. has been handed over to M/s. ROLEX HOSIERY PVT. LTD.
27 Community Centre in Growth Centre, Bawal on 11/07/09
Vasant Vihar, New Delhi

SKETCH OF PLOT



Handed Over
Anil
11/7/09

Taken Over
Anil SHARMA

A copy of the above is forwarded to :-

1. M/s. ROLEX HOSIERY PVT. LTD. 27 Community
Centre, BASANT LOK, VASANT VIHAR
NEW DELHI
2. The Estate Officer, HSIIDC, Panchkula w.r.t. their Allotment Letter No. 11.813
Dated 10/09/07 The possession of Plot No. 16 In Sector S Phase II
at Growth Centre, Bawal has been handed over to ANIL SHARMA

Senior Manager (IA)
For : Hr. State Indl. & Infrs. Dev. Corpn. Ltd.

HSIIDC-your partner in progress

पंचकूला कार्यालय : ग्री-13-14, सेक्टर-6, पंचकुला

REGD. OFFICE : C-13/14, Sec-6, Panchkula Grams : Udyogvikas, Telex : 395-329 hsiidc in, Ph. : 0172-2590481-82-83 Fax : 0172-2590474
website : www.hsiidc.org

New Delhi Contact Tel. : 23347680-81-82-85, 2344822, 2343628, 23732801 Fax : 91(11) 2311518

Bill No. 10/06/2013 at

Page No. 1

Bill No.

Bill No. 10/06/2013
Bill No. 10/06/2013
Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

Bill No. 10/06/2013

ROLEX HOSIERY PVT. LTD.

PHONE 26140943, 26140167
FAX 91-2315591, 2320602, 2302165
FAX 26140409, 91-2312374
E-Mail vikas.k@drif2.vsal.net.in

22, 1 COMMUNITY CENTRE, BASANT LOK, VASANT VIHAR, NEW DELHI-110057 INDIA

TRUE COPY OF THE RESOLUTION PASSED IN THE BOARD OF DIRECTORS MEETING OF M/S ROLEX HOSIERY PRIVATE LIMITED HELD ON 30TH NOVEMBER, 2007 AT 10.30PM AT REGISTERED OFFICE OF THE COMPANY AT 27, COMMUNITY CENTER BASANT LOK VASANT VIHAR, NEW DELHI-110057.

"Resolved that the terms and conditions of regular letter of allotment (RLA) No. 1183 dated 10.09.2007 issued by HSIIDC towards allotment of Industrial plot no. 16 Sector / Block-5, Phase II, Growth Center, Bawal, Haryana are read before the board of Directors and the same agreed / accepted by the Board and as per terms and conditions of HSIIDC Mr. D.L. Arora, General Manager of the company is authorized to execute an agreement with HSIIDC at Panchkula."

Resolved further that Mr. D.L. Arora, General Manager of the Company is also authorized to act on behalf of the Board of Directors of the company and sign agreement and all other documents as and when required by HSIIDC.

Sd/-
Chairman
Certified True Copy
For Rolex Hosiery Pvt. Ltd


Director

FACTORY : PLOT NO. 7, INDUSTRIAL AREA, MEHRULI ROAD, GURGAON (HR.)



HSIIDC

Registered

Appendix-B

ACCEPTANCE OF REGULAR LETTER OF ALLOTMENT

From

ROLEX HOSIERY PVT LTD.
27, COMMUNITY CENTRE
BASANT LOK, VASANT VIHAR
NEW DELHI-110057.

To

Haryana State Industrial and Infrastructure
Development Corporation Ltd.,
C 13 & 14, Sector G
Panchkula
(Haryana)



No _____

Dated: 11-12-2007

Subject: Acceptance of RLA for allotment of Plot/Shed No 16
Sector/Phase/Block 5 Industr
ial Estate PHASE-II, G.C. BAWAL

Dear Sir,

Kindly refer to RLA No 11813 dated 10.09.2007 offering the allotment of
aforesaid industrial plot/shed in my/our name.

1. I/we have carefully gone through the RLA as well as the terms & conditions, contained in the format of
agreement annexed thereto as appendix-A. I am /we are also aware of the State Govt.'s Industrial Policy-2005
(IP) and the Estate Management Procedure-2005(EMP) of HSIIDC. I/we hereby accept the allotment of
plot/shed No 16 Sector/Block/Phase 5
measuring 20,000 square meter (approximately subject to actual measurement) in Industrial Estate
at PHASE-II, G.C. BAWAL for setting up an industrial project.



HSIIDC

of MANUFACTURE & EXPORT OF READYMADE GARMENTS on the terms & conditions contained in the RLA and appendix 'A' referred to herein above and undertake to abide by the provisions of IP and EMP as amended from time to time

We have hereby submitted herewith demand draft/banker cheque No. 507436 dated 03.11.2007 for Rs. 7,50,000/- (Rupees 7 LACS FIFTY THOUSAND ONLY) only in favour of Haryana State Industrial and Infrastructure Development Corporation (HSIIDC), Panchkula, drawn on UNION BANK OF INDIA VASANT VIHAR, N.C.D. DEHLI (bank) at Panchkula towards 5% (with interest/without interest) of the tentative price of the above noted plot/shed which together with 10% of the tentative price already deposited as earnest money alongwith application for allotment may be adjusted/added towards 75% of the tentative price of the plot.

2. We further undertake to execute the agreement, as per format of the agreement annexed as appendix-A with the RLA, with the HSIIDC at Panchkula within the period of 60 days from the date of issuance of the RLA.

Particulars of the allottee

a) Name(s) KOLEX HOSIERY PVT LTD
THROUGH

b) Address 27, COMMUNITY CENTRE
BASANT LOK, VASANT VIHAR
N.C.D. DEHLI

Encls:

Yours faithfully,
For KOLEX HOSIERY (P) Ltd.

(General Manager)
Allottee
(Signature with stamp)

Note:

- In case of allotment to individual(s) acceptance of RLA to be signed by individual(s).
- In case of partnership concern, acceptance of RLA to be signed by all the partners.
- In case of company / body corporates, acceptance of RLA to be signed by signatory, duly authorised by Board of Directors.



HSIIDC

AGREEMENT

(ONLY FIRST PAGE OF THIS AGREEMENT TO BE
EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 20/-)

This agreement is made on the _____ day of _____ in the year _____ between the
Haryana State Industrial and Infrastructure Development Corporation Limited, Registered Office, C-13 & 14,
Sector-6, Panchkula, hereinafter called as the "HSIIDC", of the one of this agreement, which expression shall
include its successors, assignees, administrators, executors through its authorized signatory; and
Shri/Ms _____
S/o/ D/o _____
R/o _____
M/s _____ having its registered office at
_____, hereinafter called as the "allottee" of the other part of this
agreement, which expression shall include his/her/its heirs, successors, assignees, administrators, nominees,
etc. through its authorized signatory namely _____
S/o _____





HSIIDC

Plot / Shed No. 16 Sec-5

TERMS AND CONDITIONS OF AGREEMENT

WHEREAS the HSIIDC had offered to the allottee an industrial plot/shed No. 16 measuring 20,000 square meters, Sector/Phase/Block 5 in Industrial Estate PHASE-II, G.S. ROAD at the tentative price of Rs. 3,70,00,000/- (Rupees thirty seven crore only) only per square meter, for setting up an industrial project of READYMADE GARMENTS pursuant to the notified (IP) of the Government and the Estate Manager Procedure-2005 (EM), of HSIIDC subject to the terms & conditions, contained in the PLA bearing No. 11813 dated 10-01-2007 and herein;

AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated 11.12.07 and for Rs. 4,12,50,000 (Rupees forty one lakh twenty five thousand only) being 15% of the tentative price, in addition to 10% of the tentative price deposited along with the application for allotment in order to make 25% of the tentative price of the Plot/Shed.

* AND WHEREAS the allottee has also paid the remaining 75% of the balance outstanding amount of Rs. 3,70,00,000/- (Rupees thirty seven crore only) towards tentative price, with effect from the period mentioned in the schedule.

* AND WHEREAS the allottee has agreed to pay the balance amount of Rs. 4,12,50,000/- (Rupees forty one lakh twenty five thousand only) the total tentative price, in five equal half yearly installments as per following schedule of payment, including principal and interest thereon, payable from the date of offer of possession:-

* Strike whichever is not relevant

	First Installment	Second Installment	Third Installment	Fourth Installment	Fifth Installment
Due Date	07-03-2008	07-09-2008	07-03-2009	07-09-2009	07-03-2010
Principal Amount (in Rs.)	48,10,000	48,10,000	48,10,000	48,10,000	48,10,000
Interest (in Rs.)	1,11,576	1,11,576	1,11,576	1,11,576	1,11,576
Total (in Rs.)	49,21,576	49,21,576	49,21,576	49,21,576	49,21,576



General Manager

Plot/Shed No. 16 Sec - 5



NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the HSI IDC, having agreed to allot plot/shed No. 16, measuring 30,000 square meters, Sector/Block/Phase 5 at Industrial Estate PHASE-II G.C. BAWAL for setting up an industrial project of INFLUENCE EXPORT OF READYMADE GARMENTS to the allottee in lieu of tentative price of Rs. 3,70,00,000 (Rupees Three Crores Seventy Lacs only) only) @ Rs. 1850/- per square meter *paid by the allottee OR *against which the allottee has paid Rs. 94,50,000/- (Rupees Ninety four Lacs fifty Thousand of only) only) to HSI IDC towards 5% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited alongwith the application for allotment and has further agreed to pay to HSI IDC the remaining 65% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.
- (a) The balance 65% of the tentative price of the aforesaid plot/shed shall be paid by the allottee to HSI IDC through bank draft representing the installment amount, including the principal and interest thereon, on or before the due date specified in the above mentioned schedule of payment; and that the said bank draft shall be furnished in the concerned field office of the HSI IDC at Industrial Estate G.C. BAWAL.
- (b) That if the allottee defaults in making payment towards any of the installment(s) on the due date(s), the allottee shall be liable to pay penal interest @ 14% on the defaulted amount from the due date of the installments till the date of payment; and that in case the allottee perpetuates such default(s) in making the payment of installments beyond the time allowed by HSI IDC after the default having been committed, aforesaid plot/shed shall be liable to be resumed.

* Strike whichever is not relevant.

2. That any additional price of the aforesaid plot/shed, as consequence of enhancement in compensation that may be awarded by the Court* in the matters/cases arising out of the acquisition proceedings or

For:

5



Plot /Shed No. 16 Sea 5



HSI IDC

any incidental or connected matter thereon, shall be paid 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 become liable to be resumed.

3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSI IDC will not be responsible for leveling uneven site; and that the allottee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time allotment, for which compensation, as assessed, had been paid by the HSI IDC
4. *That the allottee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery.

*That the allottee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after installation of the plant and machinery.

*Strike whichever is not applicable.

5. That notwithstanding the period of three years stipulated for implementation of the project, the allottee shall comply with the following norms:

- a) The allottee shall be required to take possession of plot, submit building plans and start construction at site within six months of allotment.
- b) The allottee shall raise construction atleast to the extent of plinth level within one year allotment.



General Manager (P) Ltd.

General Manager

Plot/Shed No. 16 Sheet 5 30



HSI IDC

- Sh*
- c) The allottee shall complete the minimum required construction for completion of project and finalize tie-up for procurement of plant and machinery within two years.
- d) The allottee shall implement the project after constructing atleast 25% of the permissible covered area and raising investment in fixed capital assets (minimum of Rs.30 crores) in the project as per project report within three years of allotment and submit documents in this regard to the Corporation.

Upon failure on the part of the allottee to adhere to the schedule/time available for the implementation of the project and investment of minimum Rs.30 crores in fixed capital assets in the project, HSI IDC shall be competent to resume the aforesaid plot.

6. Keeping in view that the aforesaid plot has been allotted under the ongoing scheme as per the provisions of EMP-2005, cost of the project being more than Rs.30 crore, the allottee hereby agrees and undertakes to implement the project within the stipulated period with an investment of Rs.30 crores as provided in the project report, failing which, the aforesaid plot shall be liable to be resumed. However, extension for implementation of project/raising investment in fixed capital assets as per project report can be considered under exceptional circumstances, subject to payment of extension fee at double the rates as stipulated in the EMP-2005, which may be revised from time to time.

Sh

That the allottee shall be deemed to have completed the project if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP and starts commercial production of the project after installation of plant & machinery. The allottee shall, within one month of completion of project, inform the concerned field office of the HSI IDC, in writing, that the project has been completed, alongwith documentary proof in this regards.

8. That the allottee shall use and utilize the aforesaid plot/shed for the purpose for which it has been allotted and shall not change the nature the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the HSI IDC, only after considering the ground(s) and such other factors, as contemplated in the EMP, provided that the allottee has paid requisite processing fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.

9. That the allottee shall construct the building on he aforesaid plot after getting the building plans approved from the competent authority and the said building plans shall be approved in conformity with the building bye-laws, as applicable from time to time. However, before start of construction, the allotted

For Roles Handled:

Sh
General Manager

7



Plot / Shed No. 17 Sect 5



HSIIDC

shall submit a copy of the approved building plans to HSIIDC.

10. That the allottee shall apply for an occupation certificate in the concerned filed office of HSIIDC. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning. It is amended from time to time.
11. 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 permissible covered area shall be governed as per rules & regulations of the department of Town & Country Planning, Hyderabad, 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 be liable to be resumed and the allottee shall be required to remove the debris within a period of two months from the order of resumption. If the debris is not removed, it shall be removed at the cost of the allottee by HSIIDC.
12. That the allottee shall not bifurcate aforesaid plot 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.
13. That the plot/shed shall continue to belong to HSIIDC until and unless the full price of the plot/shed together with interest and other amount, if any, due to HSIIDC is paid by the allottee. Allottee shall have no right to transfer the land building standing thereon by way of sale or gift, mortgage, lease or any other way, without specific written approval from HSIIDC.
14. That on payment of total price of the plot/shed, 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.
15. That the transfer of the plot/shed may be allowed only after the project has been completed by the allottee and the construction of building is as per the laid down norms and only after the expiry of one year from the date of commencement of the commercial production of the project, subject to further condition that the transferee shall not be allowed to further transfer the plot/shed for at least one year from the date of transfer of aforesaid plot / shed in his / her / its name. Such transfer shall, however, be



8

General Manager





HSIIDC

Plot /Shed No. 16, 2nd 5

subject to the payment of transfer fee at the rates prescribed in the IP of the State Government and EMP, as revised from time to time.

No transfer fee would be leviable after the project of the allottee had been in commercial production for more than five years and is free all encumbrances. However, prior permission of HSIIDC is necessary before transfer of the plot/shed. The processing fee at the rates prescribed from time to time, in the EMP shall, however, be payable by allottee.

16. 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 any transfer fee. However, the payment of processing fee at the rates as prescribed in the EMP from time to time shall be charged. The change of management by transfer of majority shareholding shall also be treated as transfer.

That for seeking permission for transfer of the aforesaid plot/shed, the allottee shall apply to the HSIIDC

along with following documents:-

- a) Original letter of allotment.
- b) Proposed agreement to sell.
- c) Project report of the transferee, in case of any change of project.
- d) Statement of means of financing of the 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 penalty equivalent to transfer fee shall be imposed upon the allottee. In case the transfer is allowed, a fresh agreement for transfer of the industrial plot/shed shall be required to be executed by the transferee with the HSIIDC.

18. That the change in share holding may be allowed only if the original allottee or his family members (spouse, son, daughter, wife, parents, brothers, sisters) 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 and the transfer fee at the rates prescribed in EMP from time to time shall be payable by the allottee.

[Signature]



19. That in case of the allottee being a private limited company, if becomes a public limited company and is listed with receipt of shares, 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.

20. That in order to insure 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 HSI IDC on payment of processing fee, as prescribed in the EMP, from time to time. However, prior approval of HSI IDC for leasing shall be compulsory.



(a) In cases where the allottee has implemented its own approved unit on the said plot but could not continue the same due to any reasons, what so ever, leasing will be permissible by charging applicable normal fees as per EMP and subject to the condition that allottee has achieved building construction coverage norms as per EMP and there is no zoning violation.

(b) In case of transfer of the industrial plot / shed, the transferee shall be eligible to further lease out the premises provided the unit on the aforesaid plot had been implemented by the allottee/ transferee / lessee and one year has elapsed after implementation of project. 21. That the number of leases on the aforesaid plot/shed shall be 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 specified subject to the condition of keeping HSI IDC informed about any change made in the tenancy. Getting the project of the lessee/tenant approved from HSI IDC and payment of processing fee as prescribed in the EMP from time to time.

22. That the HSI IDC shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil

[Signature]
General Manager



water in or underneath 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 HSI IDC 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 reservation herein contained. Provided that the allottee shall be entitled to receive from HSI IDC such payment for the occupation by HSI IDC 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 HSI IDC and the allottee or failing such agreement shall be ascertained by arbitration.

23. That the HSI IDC may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the provisions of the agreement/RLA.

24. That the HSI IDC 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 reservation imposed and to recover from allottee, as first charge upon the said land/building, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto. obligations, vehicle parking regulations etc., among other things for proper maintenance of the industrial estate and its surrounding. HSI IDC 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.

For Collex Housing Limited.

General Manager



HSIIDC

27. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicate to the allottee. 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 unskilled workforce and staff for professional and other categories to candidates from among the Haryana Domiciles in the unit to be set up on plot/shed.
29. That the Govt. may in the 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 hereafter 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.
30. 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 28 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 to make payment of the amount demanded within three months from the date of issue of the said letter demand, the plot/shed shall be liable to be resumed.
31. That the allottee shall have to take water for 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 tube well/bore-well within or outside his plot/shed for meeting his water requirements.



HSI IDC

water in or underneath 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 HSI IDC 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 reservation herein contained. Provided that the allottee shall be entitled to receive from HSI IDC such payment for the occupation by HSI IDC 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 HSI IDC and the allottee or failing such agreement shall be ascertained by arbitration.

23. That the HSI IDC may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the provisions of the agreement/PLA.

24. That the HSI IDC 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 reservation imposed and to recover from allottee, as first charge upon the said land/building, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto. obligations, vehicle parking regulations etc., among other things for proper maintenance of the industrial estate and its surrounding. HSI IDC 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.

For Rolex HSI IDC

General Manager



HSIIDC

27. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time and 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 unskilled workforce and shall give preference to Harijan categories to candidates from among the Harijan Domiciles in the unit to be set up on plot/shed.
29. 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 hereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other community 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 installments, as may be decided by HSIIDC.
30. 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 the amount stated in clause 29 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 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.
31. That the allottee shall have to take water for unit set up on the 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 tube well/bore-well within or outside his plot/shed for meeting his water requirements.

[Signature]
General Manager



Plot/Shed No. 16. Sect 5 ³²

Signature [Signature]

Dated 11-12-07

for Haryana State Industrial and Infrastructure Development Corporation Ltd.

Signed by the said Shri Ms. Manish Joshi, AGM for and on behalf of
Haryana State Industrial and Infrastructure Corporation Limited (HSIIDC) and acting under the authority at
Panchkula on the 11th
day of Dec, 2007

In the presence of:

Witness:

Signature: [Signature]

Name: SH. VIKAS GUPTA

AGM.

Address: HSIIDC

Occupation: Service

(The agreement is to be executed at Panchkula and is required to be duly
notarized by Notary Public/ 1st Class Magistrate)



HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.

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

REGULAR LETTER OF ALLOTMENT WITH OFFER OF POSSESSION
(EMP 2005)

Registered

To

M/s Rolex Hosiery Pvt Ltd,
27, Community Centre, Basant Lok,
Vasant Vihar, New Delhi 110057

Ref. No.: HSIIDC: 11813

Dated: 7-9-07

Subject:- Regular Letter of Allotment (RLA) of Plot/Shed No 16 Industrial
Sector/Block/Phase 5
Estate Ph. II, S C Basant

Dear Sir,

1. WHEREAS your application for allotment of an industrial plot/shed in Industrial Estate Committee, pursuant to State Govt's Industrial Policy-2005 and Estate Management Procedure-2005 (EMP) of the HSIIDC.

AND WHEREAS it has been decided to allot you plot/shed bearing No. 16 in
Sector/Block/Phase 5
Industrial Estate Ph. II, S C Basant
for setting up an industrial project of mfg. & export of readymade garments, surplus
alongwith offer of physical possession of the aforesaid plot/shed, subject to the terms & conditions ^{given} ~~ere~~
contained hereinafter as well as in the format of the Agreement annexed hereto as appendix-A, which ^{shall} ~~knit~~
shall be read as part & parcel of this RLA. The tentative area and price of the Plot/Shed are specified ^{given}
hereunder:-

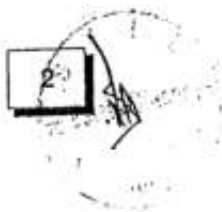


HSI IDC

Estate	Sector/ Phase No.	Plot/Shed. No.	Appx. dimensions in Meters	Area (Sq.mtr.)	Rate per square meter	Tentative Price (Rs.)
Plot 4 on C Road	5	16	—	20000	1850/-	3700,0000

2. **AND WHEREAS** this allotment, among other terms and conditions, contained in **Appendix A**, is subject to following conditions precedent to be fulfilled by you within the stipulated period: -

- (i) You are advised to carefully go through the contents of the RLA, as well as the terms & conditions stipulated in the **Appendix-A**. You shall be required to submit the Letter of Acceptance, in **Appendix-B**, appended to the printed agreement format enclosed with the RLA, duly signed (each and every page), in token of having accepted the allotment of above noted plot/shed, including the terms & conditions contained hereunder and as stipulated in **Appendix-A**;
- (ii) Alongwith the letter of acceptance, in **Appendix-B**, you shall also be required to furnish a bank draft/banker's cheque of the value in the sum of Rs. 92,28,750/- In favour of Haryana State Industrial and Infrastructure Development Corporation (HSI IDC), Panchkula drawn on a bank at Panchkula, towards 15% of the tentative price of the aforesaid plot/shed, so as to make it 35% thereof, after including Rs. 37,21,250/- towards 10% earnest money, already paid by you at the time of submission of application. The amount towards 25% of the tentative price shall be payable by you within a period of 30 days from the date of issuance of RLA, further extendable by 30 days with interest thereon @ 14% p.a. for the extended period. Alternatively, you can pay total balance cost of plot in lumpsum, within a period of 60 days from the date of issuance of RLA, without any interest;
- (iii) In the event you fail to submit the Letter of Acceptance, together with payment towards 35% price to make up 35% of the tentative price of the aforesaid plot/shed, within 30 days from the date of issuance of RLA or with interest thereon @ 14% p.a. within further extendable period of 30 days or there is failure on your part to pay the total balance payment of the tentative price, in lumpsum without interest, within a period of 60 days from the date of issuance of RLA, please note that in such eventualities, this allotment shall automatically laps after the expiry of above stipulated period of 60 days; and that the amount deposited by you, as earnest money, will be refunded without any interest through account payee cheque, drawn on our Bank at Panchkula.





HSIIDC

14/5 M.C. Beraud

- (iv) Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute an Agreement, in writing, with HSIIDC, at Panchkula, incorporating therein the terms & conditions, as contained in Appendix-A, on the printed agreement, attached with the RLA, as per instruction given therewith, within a period of 60 days from the date of issuance of RLA. This period of 60 days allowed for execution of the agreement will, however, be extendable further by HSIIDC at its sole discretion, but in case, after fulfilling any of the conditions precedent as specified at 2(i) & 2(ii) above, you fail to execute the agreement within the extended period, the allotment shall become liable to be cancelled and the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSIIDC on account of interest and/or penal interest, as the case may be, shall be non-refundable.
- (v) After the acceptance of the allotment of aforesaid plot/shed; in case you do not opt to pay the balance amount of 75% of the tentative price of aforesaid plot/shed, in lumpsum, within 60 days of the date of issuance of the RLA, in that eventuality, the remaining 75% tentative price of aforesaid plot/shed shall be payable by you in five equal half yearly installments with interest @ 11% p.a. on the balance outstanding, as per following schedule of payment of installments :-

	First Installment	Second Installment	Third Installment	Fourth Installment	Fifth Installment
Due Date	7-3-08	7-9-08	7-3-09	7-9-09	7-3-10
Principal Amount (in Rs.)	4810000	4810000	4810000	4810000	4810000
Interest (in Rs.)	1319126	1066898	787127	533449	262376
Total (in Rs.)	6129126	5876898	5597127	5343449	5072376

Please Note that no separate notice for payment of installments due as per the above schedule will be issued by the HSIIDC.

- (vi) Default in payment of installments shall, however, entail penal interest @ 14% p.a. for the defaulted period in respect of defaulted amount. In case you continue to be in default beyond the time allowed by HSIIDC after the default having been committed, the plot/shed shall become liable for resumption.
- (vii) Although possession of the aforesaid plot/shed has been offered, it is, however, made clear that physical possession of the same shall be delivered to you only after you have executed an agreement, in writing, as stipulated therein-above. Any delay on your part to execute the agreement and to takeover the possession of the plot/shed shall not exempt your liability to pay the interest on the outstanding amount towards the price as well as qua the non-implementation of the project within the stipulated period. Thus, after executing the aforesaid agreement, you may immediately contact our filed office at M.C. Beraud to take the physical possession of the plot/shed through a letter of possession, in writing, from the concerned filed office.



(viii) Any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by you, in lumpsum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. on the due amount shall be charged 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. The aforesaid plot/shed shall be liable to be resumed inter alia on the ground for breach of any of the terms & conditions stipulated in the agreement, referred to herein above.

3. **AND WHEREAS** after having accepted the allotment and/or making payment of 25% of the tentative price or subsequent payment(s) of the installments, towards balance outstanding tentative price, if you choose to surrender the plot/shed for any reason whatsoever, in that eventuality, the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSIIDC on account of interest and/or penal interest and penalty shall be non-refundable.

NOW, THEREFORE, in view of this allotment of above noted plot/shed, you are hereby requested to fulfill the conditions precedent as stipulated herein above and act accordingly, within the stipulated period failing which, this allotment shall automatically stand lapsed on the expiry of aforesaid stipulated period of 60 days.

For Haryana State Industrial and Infrastructure
Development Corporation Ltd.



Encls.

1. Format of agreement (Appendix "A")
2. Letter of acceptance (Appendix "B")
3. Agreement for execution.

CC to

Estate Manager
HSIIDC, N.E. Bawana



Appendix - A

TERMS AND CONDITIONS/FORMAT OF AGREEMENT

WHEREAS the HSIIDC had offered to the allottee an industrial plot/shed No. _____ measuring _____ square meters, Sector/Phase/Block _____ in Industrial Estate _____ at the tentative price of Rs. _____ (Rupees _____ only) per square meter, for setting up an industrial project of _____ pursuant to the notified Industrial Policy-2005 (IP) of the State Government and the Estate Manager Procedure-2005 (EMP) of HSIIDC, subject to the terms & conditions, contained in the RLA bearing No. _____ dated _____ and herein;

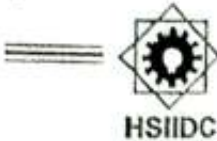
AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated _____ and furnished bank draft/pay order for Rs. _____ (Rupees _____ only) being 15% of the tentative price, in addition to 10% of the tentative price deposited along with the application for allotment in order to make 25% of the tentative price of the Plot/Shed.

* **AND WHEREAS** the allottee has also paid the remaining 75% of the balance outstanding amount of Rs. _____ (Rupees _____ only) towards tentative price, within the stipulated period mentioned in the RLA;

* **AND WHEREAS** the allottee has opted to pay the balance amount of 75% of the total tentative price, in five equal half yearly instalments as per following schedule of payment, including principal and interest thereon, payable from the date of offer of possession:-

* Strike whichever is not relevant.

	First Instalment	Second Instalment	Third Instalment	Fourth Instalment	Fifth Instalment
Due Date					
Principal Amount (in Rs.)					
Interest (in Rs.)					
Total (in Rs.)					



HSIIDC

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the HSIIDC, having agreed to allot plot/shed No. _____ measuring _____ square meters, Sector/Block/Phase _____ at _____ for setting up an industrial project of _____ to the allottee in lieu of tentative price of Rs. _____ (Rupees _____ only) @ Rs. _____ per square meter *paid by the allottee OR *against which the allottee has paid Rs. _____ (Rupees _____ only) to HSIIDC towards 15% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited alongwith the application for allotment and has further agreed to pay to HSIIDC the remaining 75% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.
 - (a) The balance 75% of the tentative price of the aforesaid plot/shed shall be paid by the allottee to HSIIDC through bank draft representing the installment amount, including the principal and interest thereon, on or before the due date specified in the above mentioned schedule of payment; and that the said bank draft shall be furnished in the concerned field office of the HSIIDC at Industrial Estate _____.
 - (b) That if the allottee defaults in making payment towards any of the installment(s) on the due date(s), the allottee shall be liable to pay penal interest @ 14% on the defaulted amount from the due date of the installments till the date of payment; and that in case the allottee perpetuates such default(s) in making the payment of installments beyond the time allowed by HSIIDC after the default having been committed, aforesaid plot/shed shall be liable to be resumed.

* Strike whichever is not relevant.

2. That any additional price of the aforesaid plot/shed, as 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 become liable to be resumed.
3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSIIDC will not be responsible for leveling uneven site; and that the allottee shall be liable to pay additional sum/money



HSIIDC

for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time allotment, for which compensation, as assessed, had been paid by the HSIIDC.

4. *That the allottee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery.

*That the allottee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after installation of the plant and machinery.

*Strike whichever is not applicable.

5. That notwithstanding the period of three years stipulated for implementation of the project on the plot, the allottee, as far as possible, shall take the following steps within the period of two years from the date of offer of possession of the aforesaid plot:-

- Taking over possession of the plot.
- Submission of building plans.
- Placement of orders of machinery and other capital goods.
- Financial tie-up.
- Technical and marketing tie-up.

The period of three years for implementation of the project on the plot, may be further extended by HSIIDC by one year subject, however, to the conditions that the allottee has achieved construction coverage in accordance with the norms specified in EMP, on the aforesaid plot and satisfies that the allottee had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production. Provided further that second extension of one year for the completion of the project i.e. after four years from the date of offer of possession, may be granted, only in exceptional circumstances.

The period of two years for implementation of the project by allottee of the shed, may be further extended for one year by HSIIDC, in case the allottee has installed/placed orders for installation of the substantial part of the plant & machinery.



16/5 Gic Boardal Pll. 17

37. That the changes made in the IP and/or EMP by the state Govt. or HSI IDC, from time to time as well as the changes and guidelines issued by the State Government or HSI IDC, from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of industrial plot/shed any other matter related to Estate Management shall be applicable and binding on the allottee.

Keeping in view that the aforesaid plot has been allotted under the on going scheme as per the provisions of EMP-2005, cost of the project being more than Rs.30 crore, the allottee hereby agrees and undertakes to implement the project within the stipulated period with an investment of Rs.36.49 crores as provided in the project report, failing which, the aforesaid plot shall be liable to be resumed.



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

Signature _____

Dated _____

Signed by the said Shri _____ at _____
_____ on the _____ day of _____

(Signatures must be got attested from Executive Magistrate with his Court seal or a Notary Public).

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

INVESTATE
Industrial Growth Centre
Bawal-123501
Distt. : Rewari (Haryana)
Ph. : 01284-264120, 21, 22
Fax : 01284-264044

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

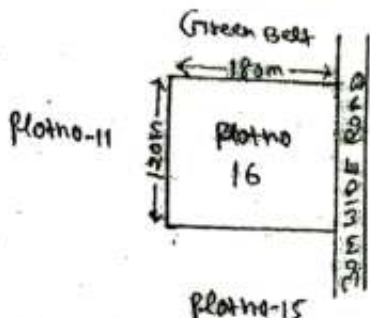
(A State Government Undertaking)

No. HSIIDC/GCB/09/679

Dated 1/7/09

This is to certify that Plot No. 16 Sector 5 Phase II of Size 180m x 120m
21600 Sq. Mtrs. has been handed over to M/s. ROLEX HOSIERY PVT. LTD.
27 Community Centre in Growth Centre, Bawal on 1/07/09
Vasant Vihar, New Delhi

SKETCH OF PLOT



Handed Over

Handed Over

Plotno-15

Countersigned

Taken Over

Taken Over

ANIL SHARMA

A copy of the above is forwarded to :-

1. M/s. ROLEX HOSIERY PVT. LTD. 27 Community Centre, GABANI LOK, VASANT VIHAR NEW DELHI
2. The Estate Officer, HSIIDC, Panchkula w.r.t. their Allotment Letter No. 11813 Dated 10/09/07 The possession of Plot No. 16 In Sector 5 Phase II at Growth Centre, Bawal has been handed over to ANIL SHARMA

Senior Manager (IA)

For : Hr. State Indl. & Infrs. Dev. Corp. Ltd.

HSIIDC-your partner in progress

पंजीकृत कार्यालय : सी 13 14, सेक्टर 8, पंचकुला
REGD. OFFICE : C-13/14, Sec-8, Panchkula Grams : Udyogvikas, Telex 395-329 hsiidc in, Ph. 0172-2590481-82-83 Fax 0172-2590474
website : www.hsiidc.org
New Delhi Contact Tel : 23347680-81-82-86, 2344822, 2343628 23732801 Fax : 61(11) 2311518

INVESTATE

Industrial Growth Centre

Bawal-123 501

Distt. : Rewari (Haryana)

Ph. : 01284-264120, 21, 22

Fax : 01284-264122

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

(A State Government Undertaking)

Regd. Post/UPC

M/s Rolex Clothing Pvt. Ltd.,
7, IDC Mehrauli Road,
Gurgaon-122 001
Haryana

No. HSIIDC/GCB/11/1758

Dated 17/8/11

Re: Plot No. 16, Sector-5, G.C., Bawal-Change of allotment

Dear Sir,

This has reference to our letter No.HSIIDC/Estate/2010/7332-33, dated: 21.01.2011 regarding the captioned subject and subsequent compliance of the same vide your letter dated: 3.8.2011

This is to intimate you that the change of allotment of the captioned plot from M/s Rolex Hosiery Pvt. Ltd. to the name of its subsidiary company i.e. M/s Rolex Clothing Pvt. Ltd. has been noted in our records. All the other terms and conditions of allotment will remain the same. You are advised to implement the approved project at the captioned plot with in the stipulated time period as per the terms and conditions of allotment and to get the conveyance deed of the captioned plot executed.

Thanking You.

Yours truly,
For HSIIDC Ltd..

(Estate Manager)
G.C., Bawal

HSIIDC-your partner in progress

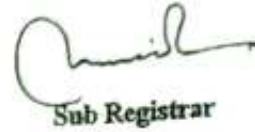
पंजीकृत कार्यालय : सॉ-13-14, तैलर-6, पंचकुला
REGD OFFICE : C-13/14 Sec-6, Panchkula Grams Udyogvikas Tolex 335-329 hand in Ph 0171-2590431-82-83 Fax 0172-2590474
website www.hsiidc.org
Toll Free Contact Tel 23347680-81-82-88 2344822 2573280 Fax 91(11) 2311518

Sub Registrar Office बावल

Registration Date 04/05/2012

Registration 306
Name of Executor HSIIDC Bawal
Date of Execution 04/05/2012
Date of Presentation 04/05/2012
Type of Deed CONVEYANCE OUTSIDE MC AREA
Transaction Value 39960000.00
Duty Paid thru Stamp 1998000.00

Registry Fees 15,000.00
Pasting Fees 3.00
Total Fees 15003.00



Sub Registrar

बावल

The applicant will receive the final document on 04/05/2012 during the office hours

MT
23 501
Dist. Rewari (Haryana)
Ph : 01284-264120, 21, 22
Fax : 01284-264122

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

(A State Government Undertaking)

Regd. Post.

✓ M/s J.R.G. Automotive Private Limited,
DSM 410, DLF Towers, Shivaji Marg,
Delhi-110 015

No. HSIIDC/IMT/ 13/1702

Dated 2/2/13

Re: - No Objection to the mortgage of Industrial Plot (s) No.16, Sector: 5, Phase-II, IMT, Bawal in favour of M/s Allahabad Bank, Rewari Branch, Rewari

Dear Sir,

Kindly refer to your request dated:30.07.2013 received on 31.07.2013 vide which you have requested for permission to mortgage Industrial plot (s) No.16, Sector: 5, Phase-II at IMT, Bawal allotted to you, in favour of M/s Allahabad Bank, Rewari Branch, Rewari. This is to convey that HSIIDC has no objection to your mortgaging the said plot (s) in favour of M/s Allahabad Bank, Rewari Branch, Rewari, subject to the following terms and conditions:-

1. That the captioned Plot No.16 in sector-5, Phase-II, HSIIDC IMT, Bawal was allotted in favour of M/s J.R.G. Automotive Private Limited (After change in constitution and change of name) for manufacturing of automotive components mainly plastic parts for two wheelers and four wheelers (project changed from mfg and exports of readymade garments and embroidered and knitted garmen), subject to certain terms and conditions as contained in the allotment dated:10.09.2007 and agreement dated: 11.12.2007 executed in this regard
2. That the allottee shall first get the conveyance deed executed, (if not executed yet) in its favour before mortgaging the said plot (s) in favour of the said bank/financial institution. However, these two transactions i.e. execution of conveyance deed and mortgage deed can be done simultaneously.
3. That the HSIIDC shall have the first charge on the plot (s) against any outstanding recoverable dues e.g. in lieu of enhanced compensation, external development charges, maintenance & service charges etc. of the Estate Division of HSIIDC against the said plot (s).
4. That in the event of the said financial institution taking over the assets of the Allottee on account of any default in re-payment 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.
5. That in the event of sale of the plot (s) to a third party in the above process, it shall be the responsibility of such third party to discharge all such financial

HSIIDC - your partner in progress

पंजीकृत कार्यालय : सी 13-14, सेक्टर 6, पंचकुला

REGD OFFICE - C-13/14, Sec -6, Panchkula Grams Udyogvikas. Telex : 395-329 hsiidc in. Ph : 0172-2590481-82-83 Fax : 0172-2590175

website : www.hsiidc.org

New Delhi Contact Tel : 26147650/31-82-83: 2344822 23732801 Fax : 91(11) 23347586

obligations towards the price of the plot (s) as may arise subsequently on the sale of the plot (s) and this conditions will be made known to the buyer offering to buy the assets of the allottee. The financial institution shall inform the buyer that he will be subject to Estate Management Regulations of HSIIDC in respect of utilization of this plot (s) and assets thereon.

6. That the financial institution after taking over the assets including this Plot, that be so shall confirm from the HSIIDC regarding its outstanding against that Plots allottee before putting it to sale. Further such financial institution shall also inform the HSIIDC about the sale transaction and request HSIIDC for issue of letter of Re-allotment in favour of the buyer.
7. That the bank/financial institution in whose favour the mortgage is being created shall provide necessary comfort to HSIIDC to the above effect.
8. That the permission to mortgage the plot (s) hereby granted is, however, without prejudice to rights of the Corporation in terms of the conveyance deed, in favour of the allottee.
9. That this permission to mortgage the plot may not be construed as permission for change in shareholding/change in constitution/transfer etc. and does not absolve the allottee from any action/liability arises for the same as per the terms and conditions of agreement.
10. That in case the plot (s) to be mortgaged as collateral security becomes liable to resumption at any stage for non implementation, non construction, non payment or any other violation of terms of allotment, the Corporation will have overriding right over financial institution/bank for resumption of plot (s) notwithstanding the fact that the same has been mortgaged as collateral security against the loan.

Thanking you

Yours faithfully,
For Hr. State Indl. & Infrs. Dev. Corpn. Ltd.


Estate Manager
IMT, Bawal

CC:- Allahabad bank, Rewari Branch, Rewari

MT

13 501

Distt : Rewari (Haryana)

Ph : 01284-264120, 21, 22

Fax : 01284-264122

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

नियम लिमिटेड

Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

(A State Government Undertaking)

Regd. Post.

No: HSIIDC/MT/ 13/1703

Dated: 21/1/13

M/s J.R.G. Automotive Private Limited,
DSM 410 DLF Towers, Shivaji Marg,
Delhi-110 015

Re: - No Objection to the mortgage of Industrial Plot (s) No.16, Sector: 5, Phase-II, IMT, Bawal in favour of M/s Allahabad Bank, Rewari Branch, Rewari

Dear Sir,

Kindly refer to your request dated:30.07.2013 received on 31.07.2013 vide which you have requested for permission to mortgage Industrial plot (s) No.16, Sector: 5, Phase-II at IMT, Bawal allotted to you, in favour of M/s Allahabad Bank, Rewari Branch, Rewari. This is to convey that HSIIDC has no objection to your mortgaging the said plot (s) in favour of M/s Allahabad Bank, Rewari Branch, Rewari, subject to the following terms and conditions:-

1. That the captioned Plot No.16 in sector-5, Phase-II, HSIIDC IMT, Bawal was allotted in favour of M/s J.R.G. Automotive Private Limited (After change in constitution and change of name) for manufacturing of automotive components mainly plastic parts for two wheelers and four wheelers (project changed from mfg and exports of readymade garments and embroidered and knitted garmen), subject to certain terms and conditions as contained in the allotment dated:10.09.2007 and agreement dated: 11.12.2007 executed in this regard
2. That the allottee shall first get the conveyance deed executed, (if not executed yet) in its favour before mortgaging the said plot (s) in favour of the said bank/financial institution. However, these two transactions i.e. execution of conveyance deed and mortgage deed can be done simultaneously.
3. That the HSIIDC shall have the first charge on the plot (s) against any outstanding recoverable dues e.g. in lieu of enhanced compensation, external development charges, maintenance & service charges etc. of the Estate Division of HSIIDC against the said plot (s).
4. That in the event of the said financial institution taking over the assets of the Allottee on account of any default in re-payment 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.
5. That in the event of sale of the plot (s) to a third party in the above process, it shall be the responsibility of such third party to discharge all such financial

HSIIDC - your partner in progress

पंजीकृत कार्यालय : सी-13-14, रोड-ए, पंचकुला

- obligations towards the price of the plot (s) as may arise subsequently to the sale of the plot (s) and this conditions 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 (s) and assets thereon.
6. 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 Plots allottee before putting it to sale. Further such financial institution shall also inform the HSIIDC about the sale transaction and request HSIIDC for issue of letter of Re-allotment in favour of the buyer.
 7. That the bank/financial institution in whose favour the mortgage is being created shall provide necessary comfort to HSIIDC to the above effect.
 8. That the permission to mortgage the plot (s) hereby granted is, however, without prejudice to rights of the Corporation in terms of the conveyance deed.
9. The permission to mortgage the plot may not be construed as permission for change in shareholding/change in constitution/transfer and does not absolve the allottee from any action/liability arises for the same as per the terms and conditions of agreement.
10. That in case the plot (s) to be mortgaged as collateral security becomes liable to resumption at any stage for non implementation, non construction, non payment or any other violation of terms of allotment, the Corporation will have overriding right over financial institution/bank for resumption of plot (s) non withstanding the fact that the same has been mortgaged as collateral security against the loan.

Thanking you

Yours faithfully,
For Hr. State Indl. & Infrs. Dev. Corpn. Ltd.

Estate Manager
IMT, Bawal

CC:- Allahabad bank, Rewari Branch, Rewari

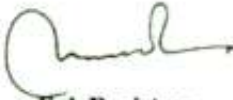
Cash Receipt (Office Copy)

Receipt Book (A)

Sub Registrar Office बावल

Registration 306
Name of Executor HSIIDC Bawal
Date of Execution 04/05/2012
Date of Presentation 04/05/2012
Type of Deed CONVEYANCE OUTSIDE MC AREA
Transaction Value 39960000.00
Duty Paid thru Stamp 1998000.00

Registry Fees 15,000.00
Pasting Fees 3.00
Total Fees 15003.00


Sub Registrar

बावल

The applicant will receive the final document on 04/05/2012 during the office hours

STATE BANK OF INDIA

Sl. No.

GSR/001 257115

RECEIPT

308

4512

STATE BANK OF INDIA

Renewal

Branch

Code No.

06238

Received a sum of Rs. 19,98,000/-

(Rupees Nineteen Lakh Ninety Eight Thousand only)

From Smt. / Shri *Rolex Clothing Pvt. Ltd.*

d/o, w/o

residing at *Gurgaon*

STATE BANK OF INDIA

for credit to Government of Haryana

account towards Stamp Duty

Date *18/06/12*

Place *Gurgaon*

Signature of Authorised Officer

Total Cost of Plot: Rs. 3,99,60,000/-

Stamp duty @ 5%: Rs. 19,98,000/-

Stamp duty paid receipt no. GSR/001:257115

CONVEYANCE DEED

This deed of conveyance made on the 04 day of 05 in the year 2012 between the **Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C-13 & 14, Sector-6, Panchkula**, hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and **M/s Rolex Clothing Private Limited, Plot No. 16, Sector-5, Growth Centre, Bawal, Distt. Rewari, Haryana**, hereinafter called the transferee of the other part, (which expression shall include its heirs, successors, assignees, administrators, nominees, etc.)

Rolex Clothing Pvt. Ltd.
7 IDC Meh
Gurgaon, Haryana-122001

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

Estate Manager

Rolex Clothing Pvt. Ltd.
7 IDC Meh
Gurgaon, Haryana-122001

प्रलेख नः 306

दिनांक 04/05/2012

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE OUTSIDE MC AREA
तहसील/सब-तहसील	बावल
गांव/साहर	बावल

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगवाई 39,960,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,998,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये
रुपये	

Drafted By: -

यह प्रलेख आज दिनांक 04/05/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी HSIIDC Bawal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री HSIIDC Bawal (अन्य दिनेश कुमार शर्मा (OTHER))

उप/संयुक्त पंजीयन अधिकारी
बावल

उपरोक्त विवेका व श्री/श्रीमती/कुमारी D.L. Arora केला हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी अमनबल सम्भार पुत्र/पुत्री/पत्नी श्री निवासी बल व श्री/श्रीमती/कुमारी सुन्दर सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी K.R. Yadav निवासी Guroan ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 04/05/2012

उप/संयुक्त पंजीयन अधिकारी
बावल

STATE BANK OF INDIA

Sl. No. _____
GSR/001 257115

RECEIPT

STATE BANK OF INDIA

Bawal

Branch

Code No. 06238

Received a sum of Rs. 19,98,000/-

(Rupees Nineteen lakh Ninety eight thousand only)

from Smt. / Shri Rohini Chaudhary

do, d/o, w/o

residing at Aungmye

STATE BANK OF INDIA

in aid to Government of Haryana

account towards Stamp Duty

Date 18/10/12

Place Bawal

[Signature]
(Signature of Authorised Officer)

Total Cost of Plot: Rs. 3,99,60,000/-
Stamp duty @ 5%: Rs. 19,98,000/-
Stamp duty paid receipt no. GSR/001:257115

CONVEYANCE DEED

This deed of conveyance made on the 06 day of 05 in the year 2012 between the Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C-13 & 14, Sector-6, Panchkula, hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and M/s Rolex Clothing Private Limited, Plot No. 16, Sector-5, Growth Centre, Bawal, Distt. Rewari, Haryana, hereinafter called the transferee of the other part, (which expression shall include its heirs, successors, assignees, administrators, nominees, etc.)

[Signature]
Rolex Clothing Pvt. Ltd.
7 IDC Mehuli Road
Gurgaon, Haryana-122001

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

[Signature]
Estate Manager

Rolex Clothing Pvt. Ltd.
7 IDC Mehuli Road
Gurgaon, Haryana-122001

प्रलेख नः 306

दिनांक 04/05/2012

डॉक का नाम	CONVEYANCE OUTSIDE MC AREA	डॉक संबंधी विवरण
तहसील/सब-तहसील	बावल	
गांव/शहर	बावल	
धन संबंधी विवरण		
राशि जिस पर स्टाम्प ड्यूटी लगाई 39,960,000.00 रुपये	स्टाम्प ड्यूटी की राशि 1,998,000.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये	
रुपये		

Drafted By: -

यह प्रलेख आज दिनांक 04/05/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी HSIIDC Bawal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री HSIIDC Bawal (दूसरे दिनांक कुम्हार सम्म (OTHER))

उप/संयुक्त पंजीयन अधिकारी
बावल

उपरोक्त विवेका व श्री/श्रीमती/कुमारी D.L. Arora जेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी रामनाथ नम्बरदार पुत्र/पुत्री/पत्नी श्री निवासी बकल व श्री/श्रीमती/कुमारी सुन्दर सिंह पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी K.R. Yadav. निवासी Guroan ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 04/05/2012

उप/संयुक्त पंजीयन अधिकारी
बावल

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

Whereas Industrial Plot No. 16, Sector-5, Phase-II in Industrial Estate Growth Centre, Bawal, measuring 21,600 sq. mtr. was allotted to M/s Rolex Hosiery Pvt. Ltd., 27, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057 for, setting up of project of manufacturing and Exporters of Readymade Garments and Embroidered & Knitted Garments in pursuance to its application for allotment of the plot, as per the terms and conditions, contained in the Agreement dated 11.12.2007, allotment letter dated 10.09.2007, which shall continue to remain part and parcel of this deed.

*Subsequently, on its request change in constitution (From M/s Rolex Hosiery Pvt. Ltd. to its subsidiary company M/s Rolex Clothing Pvt. Ltd. was allowed vide letter dated 17.08.2011 and change of project from manufacturing and Exporters of Readymade Garments and Embroidered & Knitted Garments to manufacturing of Automotive Components mainly Plastic Parts for Two Wheelers and Four Wheelers was allowed by the transferor, vide letter dated 17.02.2012, which shall continue to remain part and parcel of this deed.

* Strike out if not applicable.

Whereas the transferee has made the full payment amounting to Rs. 3,99,60,000/- (Rupees Three Crore Ninety Nine Lakh Sixty Thousand only i.e. 21600 Sqm. @ Rs. 1850/- Per Sqm.) as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the allotment letter/re-allotment letter, agreement & supplementary agreement and further in consideration of the said sum of Rs. 3,99,60,000/- (Rupees Three Crore Ninety Nine Lakh Sixty Thousand only i.e. 21600 Sqm. @ Rs. 1850/- Per Sqm.) paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 16, Sector-5, Phase-II in Industrial Estate Growth Centre, Bawal, measuring 21,600 Sqm. on the following terms and conditions :-

1. 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 any matters/cases arising out of the acquisition proceedings or any incidental or connected matter

Rolex Clothing Pvt. Ltd.
7 IDC Mehauli Road
Gurgaon, Haryana-122001

2

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

Estate Manager

Rolex Clothing Pvt. Ltd.
7 IDC Mehauli Road
Gurgaon, Haryana-122001

thereto, shall be payable by the transferee, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in six half yearly equal instalments along with interest @ 11% p.a., on the balance outstanding. Default in payment of instalments shall entail interest @ 14% p.a. for the defaulted period on the defaulted amount, compounded annually. In the event of non-payment of such enhanced compensation within permitted period, the aforesaid plot/shed shall also be liable to be resumed.

2. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the transferor will not be responsible for levelling uneven site; and that the transferee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which compensation, as assessed, had been paid by the transferor.
3. That the transferee has already constructed / shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans have been/shall be approved in conformity with the building bye-laws, as applicable from time to time.
4. *That the transferee has obtained an occupation certificate from the competent authority and has not made any alteration ~~addition~~ after obtaining such occupation certificate.
Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, F.

- *That the transferee shall obtain an occupation certificate from the competent authority, before occupying the building and shall submit a copy of the occupation certificate in the concerned field office of the transferor within fifteen days of obtaining such occupation certificate. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as amended from time to time.
- * strike whichever is not relevant.
5. *That the transferee shall be required to implement the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; or actual possession of the plot, whichever event is earlier or within such extended period as may be allowed by the transferor in writing. Implementation of the project shall mean the commencement of commercial production after coverage of construction of building in accordance with the norms specified in EMP-2011 and after obtaining occupation certificate from the competent authority and installation of plant and machinery.


Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

For Haryana State Industries & Investments


State Manager

That notwithstanding the period of 3 years stipulated for implementation of the project on the plot, the transferee, as far as possible, shall take the following steps within a period of two years of the date of offer of possession or actual possession, whichever is earlier:-

- i) Taking over physical possession of the plot.
- ii) Submission/approval of building plans.
- iii) Closure of financial tie-ups (Promoter's capital and loans etc.)
- iv) Commencement of construction at site
- v) Technical and marketing tie up
- vi) Placement of orders of machinery and other capital goods.

*That in case of shed, the transferee shall be required to implement the project, for which the aforesaid shed has been allotted, within a period of two years from the date of offer of possession or actual possession of the shed, whichever event is earlier or within such extended period as may be allowed by the transferor in writing. Implementation of the project shall mean the commencement of commercial production, after installation of the plant and machinery and in accordance with the norms specified in EMP-2011.

*That the project on the aforesaid plot/shed has been completed and project completion certificate obtained from the concerned Estate Manager, the transferee shall continue to utilise the plot/premises only for the approved industrial activities as per EMP-2011

*** Strike out whichever is not applicable.**

6. (a)* That the plot has been allotted under On-going Scheme (*Prestigious project involving investment of more than Rs.30/20/10 crore, or project by NRI/PIO or unit with 33% or more FDI in total investment or project by person with disabilities) as per EMP-2011, the transferee shall be required to implement the project for which the aforesaid plot has been allotted within a period of three years from the date of offer of possession or actual possession of plot, whichever is earlier or within such extended period as may be allowed by the transferor in writing, after obtaining occupation certificate. However, the transferee shall be required to take possession of plot, submit building plans and start construction at site within two years of offer of possession or actual possession of plot, whichever is earlier. However, in case no investment is made in the project by the transferee within the initial period of three years or the investment made is below 25% of the projected investment, the plot shall be liable to be resumed.

For Haryana State Indl. & ...

(b)* That the plot has been allotted for setting up prestigious project involving investment of more than Rs.30/20/10 crore, the transferee shall be required to complete the investment level of requisite amount in the project (as mentioned in the approved project report) for which a further period of three years, beyond the initial stipulated period of three years may be allowed without payment of fee provided the first phase of the project has been implemented after obtaining occupation certificate and installation of plant and machinery. In case, the transferee fails to achieve the requisite amount of investment within six years, the fee/ penalty shall be payable in the following manner:-

Sr.No.	Investment achieved	Fee/Penalty (as % of the current allotment price)
i)	Above 50% but upto 75% of proposed investment.	50%
ii)	Above 75% but less than the minimum investment of Rs. 30/20/10 crore (as the case may be)	25%

• **Strike out in case not applicable**

7. *The period of three years for implementation of the project on the plot, may be further extended by the transferor by two years (three years in case of plot size of 4050 sq. mtr. and above) on year to year basis, on payment of prescribed extension fee, applicable from time to time, with applicable interest, subject, however, to the conditions that the transferee has complied with the norms specified in EMP-2011 and satisfies that the transferee had taken effective steps for the implementation of the project within the requisite period of three years, but for the reasons beyond his control, he could not commence the commercial production.

*The period of two years for implementation of the project by the transferee of the shed, may be further extended for one year by the transferor on payment of prescribed extension fee, applicable from time to time, with applicable interest, in case the transferee has installed/placed orders for installation of the substantial part of the plant & machinery, depending on merits of the case.

Upon failure on the part of the transferee to adhere to the schedule/time available for implementation of the project, the transferor shall be competent to resume the aforesaid plot/shed after giving show cause notice.

• **Strike out in case not applicable**

Rolex Clothing Pvt. Ltd.
7 IDC Mehauli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt. Ltd.
7 IDC Mehauli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt. Ltd.
7 IDC Mehauli Road
Gurgaon, Haryana-122001

For Haryana State Incl.

Estate Manager

8. That the transferee shall be deemed to have completed the project if he, within the period available for implementation of the project, achieves construction coverage as per the norms specified in EMP-2011 and starts commercial production of the project after installation of plant & machinery in accordance with the provisions contained in EMP-2011.

Further, the transferee shall also deemed to have completed the project, if he has completed the construction equivalent to 95% of the total permissible covered area and has not been able to commence the commercial production, for whatever reasons, provided he has obtained occupation certificate from the competent authority and has informed the concerned Estate Manager within fifteen days of obtaining such occupation certificate.

The transferee shall, within fifteen days of completion of project, submit an application, on the prescribed format alongwith all the relevant documents/information, in accordance with the provisions contained in EMP-2011, to the concerned field office of the transferor, for issuance of project completion certificate.

9. That the transferee shall use and 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 transferor, only after considering the ground(s) and such other factors, as contemplated in the EMP-2011, provided that the allottee has paid requisite processing fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.
10. 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 permissible covered area shall be governed as per rules & 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 transferee. In the event of non-compliance by the transferee within the time permitted by the transferor, the aforesaid plot/shed shall be liable to be resumed and the transferee shall be required to remove such structure/debris from the plot at his own cost within a period of three months from the date of order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile transferee.

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

For Haryana State Indl. Estate Manager

11. That the transferee shall not bifurcate the aforesaid plot except with the prior permission of the transferor. Bifurcation of the plot/shed shall, however, be governed and regulated in the manner as provided in the EMP-2011.
12. That the transferee 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 the transferor.
13. That the transfer of the above said plot/shed may be allowed by the transferor if the project has been completed by the transferee, project completion certificate has been obtained from the transferor and the construction of building is as per the laid down norms, conveyance deed executed and only after the expiry of one year of project completion as defined in EMP-2011, subject to the condition that transferee shall utilise the plot/shed only for the permissible industrial activities. Such transfer shall, however, be subject to the provisions contained in EMP-2011 and payment of transfer fee with applicable interest at the rates prescribed in the Industrial Policy (IP) of the State Government and EMP-2011, as revised from time to time.

No transfer fee would be leviable after the project of the transferee had been in commercial production for more than five years but the processing fee at the rates prescribed from time to time, in the EMP-2011 shall be payable by the transferee. However, the transferee shall be required to obtain prior permission of the transferor before transfer of the plot/shed failing which transfer fee at the normal rate as specified in EMP-2011, alongwith applicable interest shall be charged from the transferee.

14. That the transfer of the aforesaid plot/shed, due to inheritance, will or within the family members of the transferee (except in the case of preferential allotment in favour of NRI/person with disability), succession due to death of the transferee/majority share holders or taken over by a Bank/Financial Institution may be allowed without charging transfer fee but the processing fee at the rates as prescribed in the EMP-2011, from time to time shall be charged. However, wherever applicable, the transferee shall be required to obtain prior permission of transferor before transfer of the plot/shed failing which transfer fee at the normal rate as specified in EMP-2011, alongwith applicable interest shall be charged from the transferee.

ROLEX CLOTHING PVT. LTD.
7 IDC Mehrauli Road
Gurgaon, Haryana

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana - 122001

For Haryana State Ind

Estate Manager

The transfer of majority shareholding, change of ownership by whatever means i.e. through sale deed, an agreement with an intent to transfer on a future date, or by way of power of attorney (except in favour of family members) shall also be treated as transfer.

15. That for seeking permission for transfer of the aforesaid plot/shed, the transferee shall apply to the transferor alongwith following documents:-

- a) Original letter of allotment.
- b) Letter of eligibility for transfer of the plot/ shed from the concerned Estate Manager
- c) Agreement to sell.
- d) Project report of the transferee, in case of any change of project.
- e) Statement of means of financing of the transferee.
- f) Other relevant details as may be specified by HSIIDC.

The transferee shall, however, be required to submit his request for the proposed transfer within a period of 60 days from the date of the agreement to sell, but before execution of sale deed in favour of the purchaser, failing which transfer fee at double the normal rate as specified in EMP-2011 with applicable interest shall be payable by the transferee. In case the transfer is allowed, the transferee shall be required to execute sale deed duly registered with Sub Registrar in favour of the purchaser as per law and a fresh agreement for transfer of the industrial plot/shed shall be required to be executed by the purchaser with the HSIIDC.

16. That the change in constitution in favour of partnership firm/company may be allowed on payment of applicable processing fee only if the original allottee(transferee) or his family members (spouse, son, daughter, parents, brother, sister, grand son, grand daughter and their spouses) retain entire share holding /ownership of the firm/company/project. Prior permission of the transferor shall be mandatory. In case of preferential allotment, in favour of NRI/person with disability, the allottee must retain at least 51% stake in the firm/company/project till one year after project completion. In case, the change in constitution involves induction of the third party (other than family members as defined in EMP-2011) into the firm/company/project, before completion of the project, the same may be allowed by HSIIDC on payment of fee equivalent to 50% of transfer fee as defined in EMP-2011, for dilution of equity

For Haryana State Indl. & ...

Estate Manager

ROLEX CHARTERED LTD.
7 IDC
Gurgaon, Haryana 122001

upto 26% and 100% of transfer fee for dilution of equity above 26% and upto 49% subject to the condition that the original allottee(transferee)/his family members retain minimum 51% share in the firm/company/project till one year after project completion. Prior written permission of transferor shall be mandatory. In case, the share of original allottee(transferee)/partners/ shareholders in the firm/company/project falls below 51%, it shall amount to transfer and shall be dealt with under the relevant provisions.

That in case of the transferee 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 on payment of applicable processing fee subject to the condition that the transferee or his associates (family members), retain the largest share holding with management control, otherwise it shall be treated as a case of transfer and shall be dealt with under the relevant provisions.

17. That in order to ensure optimum utilization of the Industrial areas/Industrial estates, leasing/renting of the built up premises for permissible industrial activities may be allowed, if the transferee has made construction as per the standard norms, obtained occupation certificate, completed the project as defined in EMP-2011 and has obtained project completion certificate from the concerned Estate Manager. Such permission may be granted by the transferor on payment of applicable leasing/processing fee, with applicable interest as prescribed in the EMP-2011, which may be amended from time to time. However, prior approval of the transferor for leasing shall be mandatory. Lease instruments exceeding 11 months period shall be required to be registered as per legal requirements. The provisions with regard to leasing of premises, as detailed in EMP-2011 shall be strictly adhered to by the transferee.
18. That there shall be no limit/restriction on the number of leases permissible in any premises subject to the condition that the premises is leased out only for permissible industrial activities and meets the normal safety requirement. The transferee shall be at liberty to change the tenants subject to the transferee keeping the transferor informed about such changes immediately but not later than 15 days of execution of the lease deed, alongwith requisite details. The transferee shall also file an annual certificate/return (by 30th April each year) confirming the number and the name of lessee(s), area leased out, uses of the premises leased out during the year and status as on date.

19. That the transferee shall have to take water for unit set up and other area of the said plot/shed from the water supply system of the transferor on payment in accordance with the rates fixed from time to time. The transferee shall not dig or install any tube well/bore-well within or outside his plot/shed for meeting his water requirements.
20. That the transferor shall continue to be the owner of all mines and minerals, whatsoever, including sub-soll 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 the transferor 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 transferee shall be entitled to receive from the transferor such payment for the occupation by the transferor 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 transferor and the transferee or failing such agreement shall be ascertained by reference to arbitration.

21. That the Govt. may in the 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 the transferor to the Govt. or any authority on its behalf will be recoverable by the transferor HSIIDC from the transferee proportionately. Any amount demanded by the transferor on account of such external development charges will be payable by the transferee to the transferor in lump-sum or in installments, with applicable interest, as may be decided by the transferor.

Rolex Clothing Pvt Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana

Rolex Clothing Pvt Ltd.
7 IDC Mehrauli Road
Gurgaon Haryana-122001

For Haryana State Indl. & Infas Dev. Corpn. Ltd.

Estate Manager

22. That the transferee shall pay to the transferor such proportionate external development charges spent by the transferor or as may be payable to the Government or any other agency by the transferor for external water supply, electricity installation, roads, storm water, drainage, sewerage, CETP etc., in addition to already stated in clause 29 above, within 30 days from the date of the letter of demand falling which the transferee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.
23. That the transferor may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the transferee has duly performed and observed the conditions to be observed under the provisions of the agreement/RLA.
24. That the transferor 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 reservation imposed and to recover from the transferee, as first charge upon the said land/building, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.
25. That the transferee shall comply with all the Estate Management regulations dealing with Malba, Cleanliness, quantum and the quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things for proper maintenance of the industrial estate and its surrounding. The transferor 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 transferee 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.

Roley Clothing Pvt. Ltd.
7 IDC Moh. Road
Gurgaon, Haryana

Roley Clothing Pvt. Ltd.
7 IDC Moh. Road
Gurgaon, Haryana - 122001

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

Estate Manager

27. That the transferee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the transferor. The maintenance & service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager, failing which applicable penal interest shall be payable by the transferee.
28. That the transferee 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 to be set up on plot/shed.
29. That the transferor 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 transferee does not continue to remain in production and the production gets held up, the transferor shall issue a notice to the transferee to resume production within a period of three months. In case the transferee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.
30. That if the transferee appoints ANY ATTORNEY, (in favour of any family member as defined in EMP-2011), he/she/they shall submit with the transferor the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee and that of the attorney duly attested by the First Class Magistrate within a week from the registration of the deed by Regd. A/D post or in person.
31. That so long as the transferee 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 transferor will ensure to the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
32. That the transferor will be competent to resume plots/sheds in its Industrial Estates in case the transferee defaults in complying with the terms and conditions of allotment/transfer/leasing/provisions of EMP-2011 etc. The resumption of plot/shed would be done by the transferor after giving show cause notice. Upon resumption, the principal amount deposited by the transferee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest and penalty, if any, paid on the installment(s), shall also stand forfeited. In case of resumption, the

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

Estate Manager

transferee shall be required to remove the structure/debris within a period of three months from the order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile allottee.

33. That the plot/shed once resumed shall not be restored by the transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner, Industries & Commerce Deptt., Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor. Such an appeal shall be filed within ninety days of passing of resumption order. The decision of the aforesaid committee shall be final and binding.
34. That all the acts and expenses of or incidental to the execution of this deed including the cost of stamp duty, registration etc. shall be borne by the transferee.
35. That the transferee is fully aware of provisions of IP-2011 & EMP-2011 and has gone through the same. The transferee agrees & undertakes to be bound by the said provisions of IP-2011 and EMP-2011 as amended from time to time.

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

PARTY OF FIRST PART:

for and on behalf of
Haryana State Indl. & Infra. Dev. Corpn. Ltd.

For Haryana State Indl. & Infra. Dev. Corpn. Ltd.
Estate Manager

Witness:

PARTY OF SECOND PART:

For and on behalf of
(M/s Rolex Clothing Pvt. Ltd.)

Witness:

Witness:

Rolex Clothing Pvt. Ltd.
7 IDC Mehrauli Road
Gurgaon, Haryana-122001

SURINDER SINGH SHILPA
106 Sect-31, Gurgaon

Ref. No.

306

Reg. Year

2012-2013

Book No.



विक्रेता



प्रेता



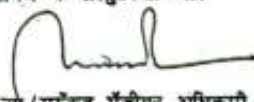
गवाह

विक्रेता	दिनेश कुमार
प्रेता	D.L. Arora
गवाह	रामनाथ नन्द
गवाह	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 306 आज दिनांक 04/05/2012 को बही न: 1 जिल्द न: 56 के पृष्ठ न: 16 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 882 के पृष्ठ सख्या 1 से 13 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुलि धरे सामने किये हैं।

दिनांक 04/05/2012


उप/संयुक्त पंजीयन अधिकारी
बावल

HARYANA STATE

Industrial Development Centre

Plot No. 12/12/1

Plot No. 12/12/1 (Haryana)

Plot No. 12/12/1, 12/12/2, 12/12/3

Plot No. 12/12/4, 12/12/5

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

निगम लिमिटेड

Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

Regd. Post/PTC

M/s J.R.G. Automotive Pvt. Ltd.,

110/1 Main Road,

Gurgaon - 122 001

Haryana

No. HSIIDC/GCB/12/12/7

Dated 23/7/12

Re: Plot No. 16, Sector-5, G.C., Bawal-Change in the name

Dear Sir

This has reference to your request dated: 4.7.2012 received on 11.07.2012 regarding the captioned subject. Keeping in view of the facts of the case and documents submitted by you, the change in the name of the allottee of the captioned plot from M/s Rolex Clothing Pvt. Ltd. to M/s J.R.G. Automotive private Limited has been noted in our records. You are advised to implement the approved project at the captioned plot within the stipulated time period after constructing at least 50% of the PCA and by investing the stipulated amount.

Thanking You

Yours truly,

For HSIIDC Ltd.,

(Signature)

G.C. Bawal

HSIIDC - your partner in progress

INVESTATE
Industrial Growth Centre
Bawal - 123 501
Dist. Rewari (Haryana)
Ph: 01224-264120, 21, 22
Fax: 01224-264122

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

(A State Government Undertaking)

Regd. Post/UPC

M/s J.R.G. Automotive Pvt. Ltd.,
7, IDC Mehrauli Road,
Gurgaon-122 001
Haryana

No. HSIIDC/GCB/121/1257

Dated: 23/7/12

Re: Plot No. 16, Sector-5, G.C., Bawal-Change in the name

Dear Sir,

This has reference to your request dated: 4.7.2012 received on 11.07.2012 regarding the captioned subject. Keeping in view of the facts of the case and documents submitted by you, the change in the name of the allottee of the captioned plot from M/s Rolex Clothing Pvt. Ltd. to M/s J.R.G. Automotive private Limited has been noted in our records. You are advised to implement the approved project at the captioned plot within the stipulated time period after constructing at least 25% of the PCA and by investing the stipulated amount.

Thanking You,

Yours truly,
For HSIIDC Ltd.,

(Estate Manager)
G.C., Bawal

HSIIDC - your partner in progress

पंजीकृत कार्यालय: प्लॉट-13-14, सेक्टर-5, गुरुग्राम

पता: प्लॉट-13-14, सेक्टर-5, गुरुग्राम, हरियाणा, तेल- 01224-264120, 21, 22
वेबसाइट: www.hsiidc.org

होम लिमिटेड कॉन्टैक्ट नं. 23347099, 81-82, 85, 2347022, 2347023, 2347024, 2347025

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U18101HR2010PTC040850

मैसर्स ROLEX CLOTHING PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
ROLEX CLOTHING PRIVATE LIMITED

जो मूल रूप में दिनांक सात जुलाई दो हजार दस को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
ROLEX CLOTHING PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 अ दिनांक एस.आर.एन. दिनांक 29/06/2012 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स 24.6.1985 B42045450
J.R.G. AUTOMOTIVE PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र दिल्ली में आज दिनांक उनतीस जून दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U18101HR2010PTC040850

In the matter of M/s ROLEX CLOTHING PRIVATE LIMITED

I hereby certify that ROLEX CLOTHING PRIVATE LIMITED which was originally incorporated on Seventh day of July Two Thousand Ten under the Companies Act, 1956 (No. 1 of 1956) as ROLEX CLOTHING PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B42045450 dated 29/06/2012 the name of the said company is this day changed to J.R.G. AUTOMOTIVE PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Delhi this Twenty Ninth day of June Two Thousand Twelve.


Registrar of Companies, National Capital Territory of Delhi and Haryana

Registrar of Companies, National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

*Note: The corresponding form has been approved by MANMOHAN JUNEJA, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

J.R.G. AUTOMOTIVE PRIVATE LIMITED



हरियाणा राज्य औद्योगिक एवं संरचना विकास निगम लिमिटेड



Haryana State Industrial And Infrastructure Development Corporation Limited

(A State Government Undertaking)

No. H.S.I.I.D.C./Pb./16174

Dated 12/9/2016

DR-VI
RULE-47(1)

M/s J.R.O. Automotive Pvt. Ltd.
Plot no. 16, Sec-5,
Growth Centre, Bawal

Subj: Occupation certificate

Whereas you have applied for issue of occupation certificate vide your letter dated 09.08.2012 & 07.09.2012 in respect of plot no. 16, Sector-5, Growth Centre, Bawal

The Building Plans Approval Committee in its meeting held on 4.09.2012 after considering the No Objection Certificate granted by Fire Officer, Rewari, vide letter no. FSR-371 Dated 03.08.2012, Structural Stability Certificate issued by Sh. Ramesh Kumar Singh, BE (Civil) Regd. No. M-084 and site report, has granted the permission for occupation of the said building as per description given below:-

1. Ground Floor = 4794.77 Sq. mt.
2. First Floor = 2102.31 Sq. mt.

However, you shall not undertake any further construction or alterations except in accordance with the approved Building Plans failing which this certificate shall be null & void ab-initio. You shall further undertake to use solar water heater. You shall be responsible for ensuring safety of men and material within the plot under subject. Further this issuance of occupation certificate is subject to that the allottee shall deposit Cess @ 1% of the estimated cost of construction to Deputy Director, Industrial Safety & Health, Labour Department, Haryana as applicable under the building and other Construction Workers Welfare Cess Act 1996 as amended from time to time.

[Signature]

Checked by

[Signature]
Senior Town Planner
HSIIDC, U.V. Gurgaon

CC-10-

1. AGM (IA), HSIIDC, G.C., Bawal
2. AGM (E), HSIIDC, G.C., Bawal
3. Fire Officer, Rewari, in reference to memo no. FSR-371 Dated 03.08.2012 vide which No Objection Certificate has been granted.
4. Deputy Director, Industrial (Health & Safety) Fourth Floor, MHA Secretariat, Gurgaon regarding payment of Cess.

Original with Vennay

HARYANA STATE INDUSTRIAL AND
INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED

हरियाणा राज्य औद्योगिक
एवं संरचना विकास
विभाग लिमिटेड



Haryana State Industrial And
Infrastructure Development
Corporation Limited

(A Public Limited Company)

No. H.S.I.I.D.C./2012/6774

BB-VI
RULE-47(I)

Dated 12/9/2012

M/s JRC Automotive Pvt. Ltd.
Plot No. 14, Sector 14,
Gurgaon, Haryana

Sub: Occupational Certificate

Whereas you have applied for issue of occupation certificate vide your letter dated 09.08.2012 & 07.09.2012 in respect of plot no. 14, Sector 14, Gurgaon, Haryana.

The Building Plans Approved Committee in its meeting held on 4.09.2012 after considering the No. Objection Certificate issued by Fire Officer, Gurgaon, vide letter no. FSR 371 Dated 02.09.2012, Structural Stability Certificate issued by Sh. Ramesh Kumar Singh, BE (Civil) Regd. No. 34-834 and site report, has approved the application for occupation of the said building as per the following details:-

1. Ground Floor = 4794.77 Sq. ft.
2. First Floor = 2102.31 Sq. ft.

However, you shall not undertake any further construction or alterations except in accordance with the approved Building Plans while this certificate shall be null & void ab-initio. You shall comply with all the provisions of the Haryana Building Rules, 1975 for ensuring safety of men and material with in the stipulated time. Further the issue of occupation certificate is subject to the condition that you shall not exceed the area of the plot and shall not encroach on the adjacent plot. You shall also comply with the provisions of the Haryana Building Rules, 1975 as amended from time to time.

For JRC Automotive Pvt. Ltd.
Authorized Signatory

Senior Town Planner
HSIIDC, U.V. Gurgaon

CC to:-

1. AGM (IA), HSIIDC, Gurgaon.
2. AGM (E), HSIIDC, Gurgaon.
3. Fire Officer, Gurgaon, in reference to FSR 371 Dated 02.09.2012 vide which No Objection Certificate has been granted.
4. Deputy Director, Industrial (Health & Safety) Fourth Floor, Mini Secretariat, Gurgaon, for the payment of Cess.

JRC Automotive Pvt. Ltd.

Authorized Signatory

For JRC Automotive Pvt. Ltd.
Authorized Signatory

Enclosed - your letter to progress

REGD. OFFICE : C-10 & 11, Sector 14, Gurgaon (Haryana), India
Ph : 0172-430371, Fax : 0172-630474-75