



HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

Regd. Office : SCO 40-41, Sector 17-A, Chandigarh-160 017

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

Tel. : 560130, 590312-13, 590352-53, 590219, 590371

REGULAR LETTER OF ALLOTMENT WITH OFFER OF POSSESSION

(N.I.D.P. of November 1999)

Registered

To

MR. Mukesh K. Rohli,
M-49, South Extension, Part-II,
New Delhi - 110049

Ref.No.HSIDC: CO-2000: 11503

Dated: 7/8/20

Subject:- Regular Letter of Allotment (RLA) for Allotment of Industrial Plot/Shed.

Dear Sir,

- Kindly refer to your application no. 41174 for allotment of an Industrial plot/shed in Industrial Estate: Udyog Vihar, Gurgaon.
- It has been decided to consider you for allotment of a plot/shed bearing No. 258 tentatively measuring 250 square meters in Sector/Block/Phase VI in Industrial Estate Udyog Vihar for setting up an Industrial Project of Mfg. of special lines & tapes subject to the terms and conditions contained herein and as per the layout plan (copy enclosed).

Estate	Sector No./Phase	Plot/shed No.	Appx. Dimensions	Area (Sq.mtr.)	Tentative Price (Rs.)
Udyog Vihar Gurgaon	VI	258	—	250	7,50,000/-



3. You are advised to submit the following documents by Registered Post within 30 days from the issue of this letter: -

- a) Acceptance Letter in Form-B (enclosed with the agreement form)
- b) A demand draft of the value of Rs. 37,500/- drawn in favour of Estate Division, HSIDC in order to complete 25% of the price of plot/shed including Rs. 1,50,000/- already paid by you alongwith the application. This period of 30 days is further extendable maximum by 30 days in case the allottee makes the payment of 15% cost of the Plot/Shed alongwith interest @ 18% p.a. for the delayed period.
- c) Agreement duly executed.

Note:- In the event of failure to comply with the terms and conditions as stated above within the stipulated period by the RLA holder, the RLA shall automatically lapse and the 10% application money deposited towards the cost of the plot/shed will be refunded without any interest. In case the allottee makes a request for surrender of Plot/Shed after complying with all or any of the above terms and conditions, then the Principal amount received will be refundable without any interest after making deduction of 10% cost of the Plot/Shed.

4. Other terms and conditions governing this allotment shall be as follows: -

SCHEDULE OF PAYMENT OF BALANCE 75% OF THE PRICE OF PLOT/SHED.

- a) The payment of balance 75% of the price of the plot/shed shall be paid by the allottee through bank draft to the HSIDC in five equal six monthly instalments alongwith interest @ 18% p.a. on the balance amount starting from the date of offer of physical possession.

	First Installment	Second Installment	Third Installment	Fourth Installment	Fifth Installment
Due date	7-2-2001	7-8-2001	7-2-2002	7-8-2002	7-2-2003
Principal Amt. Due	1,12,500/-	1,12,500/-	1,12,500/-	1,12,500/-	1,12,500/-

NO SEPARATE NOTICE FOR PAYMENT OF INSTALMENTS WILL BE ISSUED.

- b) Physical possession of the plot is hereby offered to you for which you may



contact our field office, Udyog Vihar, Gurgaon after complying with conditions of clause No. 3 above.

5. ENHANCED COMPENSATION:-

Any additional price of the plot as a consequence of enhancement in compensation awarded by the court(s) shall be payable by the allottee in lumpsum within 30 days from the date of demand notice failing which a penal interest @ 18% p.a. shall be charged from the date of notice. In the event of non payment of such enhanced compensation within a period of three months of the notice, the plot/shed shall be liable to be resumed.

6. The non payment of instalments towards the balance 75% of the price of the plot/shed or additional price/amount or non fulfillment of any of the terms and conditions of the Regular Letter of Allotment/Agreement by the RLA holder shall entail withdrawal of the RLA/Resumption of the plot/shed and the principal amount deposited will be refunded without any interest after deducting/forfeiture of 10% price of the Plot/Shed. The amount of interest paid on instalments, if any shall also stand forfeited.

7. The plot is allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction material, trees, structure or compound walls existing on the plot at the time of allotment for which compensation has been assessed and paid by HSIDC in case the allottee wants to make use of the same. HSIDC will not be responsible for leveling of uneven sites.

8. Schedule of Construction & Going Into Production:

- a) The allottee shall start construction of building as per approved building plans within a period of one year of offer of possession and will be required to start commercial production within a period of three years from the date of offer of possession. However, in case the allottee is not able to start construction within one year, extension can be granted by the HSIDC/Competent Authority for a maximum period of six months, if the allottee is able to satisfy the authority that the allottee could not start construction for reasons beyond his control. Similarly the period of commencement of production can be extended by the HSIDC/Competent Authority for maximum period of one year subject to the allottee satisfying the authority that he could not go into production within three years of the date of offer of possession for reasons beyond his control and he took effective steps for implementation of the project. Extension in period for commencement of commercial production beyond three years shall be granted only if 10% of the permissible area has been constructed and

effective steps have been taken by the allottee for completion of the project, subject to payment of extension fee as determined from time to time shall be payable by the allottee to the HSIDC.

- b) The allottee will be deemed to have completed the project if he constructs minimum 25% of the permissible covered area and start commercial production within specified period as mentioned above, after installation of the plant and machinery as per project report submitted by him. In case, there is any deviation in respect of installation of plant and machinery, the HSIDC/ Competent Authority will be competent to decide whether the plant and machinery which has not been installed has any material bearing on the project. A certificate of completion of project shall be issued by the HSIDC/ Competent Authority on an application by the allottee.

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

10. On payment of total price of the plot, the allottee shall execute a deed of conveyance in the prescribed form and in such manner as may be directed by HSIDC. The charges on registration & stamp duty will be paid by the allottee.

11. **Change of Project:-**

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

12. **Transfer of Plot/Shed:-**

Transfer of plots/sheds shall be allowed only by lawful allottee if he has constructed atleast 25% of the permissible covered area and satisfies the HSIDC that he had taken effective steps for the implementation of the project, but the project has become unviable, subject to payment of transfer fee to HSIDC at the rate determined

from time to time. This transfer would be subject to the conditions that the transferee would set up the unit and start commercial production on the plot/shed within a period of three years from the date of transfer, failing which same shall be resumed by the HSIDC.

However, the transfer of plot will be allowed without the above conditions in case of inheritance, succession due to death of the owner/majority shareholders or take over by the public financial institutions.

No transfer fee will be levied in cases of Industrial units which have been in commercial production for more than five years and are free from encumbrances. Similarly no transfer fee will be leviable in cases of transfers necessitated on account of inheritance, family transfer or take over by a financial institution. Only a processing fee of Rs.5000/- (or as revised from time to time) will be charged in all such cases. However prior permission of HSIDC is mandatory.

For transfer of plots/sheds the transferor will apply to HSIDC with the following documents:-

- a) Original Letter of Allotment.
 - b) Agreement to sell.
 - c) Statement of means of financing of the transferee.
 - d) Project report of the transferee, in case of any change of project.
13. The use of land and of the building shall be governed as per provisions of 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 deviations from the approved building plans at any stage shall cause a notice to rectify the breach. In the event of non-compliance, the plot shall be liable to be resumed and the allottee will be required to remove the plant & machinery within a period of two months of the resumption order at their own cost.
14. Any failure on the part of the allottee to adhere to the schedule of payment and the schedule of implementation mentioned in the letter of allotment and other terms and conditions shall cause a notice for resumption of the plot/shed. In case of non-compliance of the terms & conditions agreed upon and unsatisfactory reply to the show cause notice, the HSIDC shall resume the plot/shed and the principal amount deposited will be refunded without any interest after deducting 10% price of the Plot/Shed. The amount of interest paid on instalments, if any, shall also stand forfeited.

15. The Allottee shall apply for an **Occupation Certificate** in field office of HSIDC and obtain the same from the DTP of HSIDC before occupying the building. The Allottee shall, thereafter, inform the Estate Manager (local HSIDC office) that the building has been completed, machinery installed, the unit is ready for commercial production and apply for the **Project Completion Certificate**. The Estate Manager or his representative (of HSIDC) will inspect the site within a week of the above communication. After satisfaction upon such inspection, HSIDC will issue a **Project Completion Certificate**.
16. **LEASING/RENTING OF INDUSTRIAL PLOTS:-**
In order to ensure optimum utilisation of the Industrial Areas/Industrial Estates, leasing/renting of the remaining 75% portion of the building will be allowed by the HSIDC if the allottee has constructed 25% of the permissible covered area and has gone into commercial production. Such permission shall be granted on payment of 25% of the fees prescribed from time to time for transfer of plots if leasing/renting is for more than five years and on payment of 10% of transfer fees in case the period is five years or less. In case the allottee, after completing 25% construction of the permissible covered area, is not able to implement his project for reasons beyond his control and satisfy the HSIDC of his intention, leasing/renting can be allowed by the HSIDC after charging fee equivalent to transfer fee if the period of lease/rent is more than five years or 50% of the transfer fees if the period is five years or less. It may be clarified that only one additional unit besides the allottee will be allowed for leasing/renting in all such cases meaning thereby that not more than two units shall be allowed to function at one time on one industrial plot.
17. HSIDC allots this plot for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the Allottee does not continue to remain in production and the production gets held up, HSIDC shall issue a notice to the Allottee to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.
18. The allottee shall have to pay local and general taxes, rates or cesses as imposed on the said plot/shed by the competent authority from time to time.
19. The Allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the HSIDC. The maintenance & service charges will be payable on per sq. meter basis.
20. The HSIDC reserves to itself all mines and minerals whatsoever including sub-soil water in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as HSIDC may deem fit, with power to carry out any survey of all or any part of the said plot and to sink pits, erect

building, construct lines and generally appropriate and use surface of the said plot for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

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

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

The HSIDC shall have full right, power and authority at all times, to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance of all or any of the terms, conditions and reservations imposed and to recover from allottee as first charge upon the said land/building the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.

22. 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 surroundings. HSIDC 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.

23. **BIFURCATION/FRAGMENTATION OF PLOT:-**

Sub division/bifurcation of industrial plot of 5 acre size and above can only be permitted. Such plots can be sub divided/bifurcated in not more than two plots with prior approval of HSIDC subject to the condition that the sub divided plots shall not be of less than 1 acre.

24. **Employment to the Haryana Domiciles:**

The allottee agrees and undertakes that he/she/it shall employ atleast 75% of his/her/its unskilled work force and shall give preference for other categories to candidates from among the Haryana Domiciles.

25. **CHANGE IN CONSTITUTION/SHAREHOLDING:-**

Change in shareholding will be allowed by the HSIDC only if original allottee or his

family members retain a minimum of 51% share in the project/company/firm. In case the original allottee and his family fail to retain the prescribed shareholding of 51%, it would amount to transfer and dealt with under the relevant provision. In case where a Private Limited Company becomes a Public Limited Company, the change in constitution may be considered subject to the condition that the allottee retains the largest shareholding otherwise it will be treated as a case of transfer.

26. RESUMPTION OF PLOTS:-

The HSIDC will be competent to resume plots 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 would be approved by the Competent Authority/HSIDC after giving show cause notice. Upon resumption, the principal amount deposited by the allottee will be refunded after deducting 10% of the price of the plot without any interest. The amount of interest paid on instalments, if any, 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 HSIDC at the allottee's cost. It may be clarified that the allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.

27. RESTORATION OF RESUMED PLOTS:

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

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

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

30. ZONING REGULATIONS GOVERNING USE OF LAND AND BUILDINGS:-

- a) Land and buildings shall be used for purpose of industry and its ancillary/allied uses and for no other purpose whatsoever.

Note:- *Ancillary/allied building shall mean the building or buildings ancillary to and serving the main industrial buildings and includes garages, cycle stand electric sub-station/transformer room and quarters for essential watch and ward staff. It should be single storeyed with a height not exceeding 4 metres.*

- b) Site coverage, F.A.R. & height shall be governed as per table below:-

Area of the Site	Max. permissible coverage on ground (including ancillary use)	Max. permissible F.A.R. including ancillary use	Max. height of Industrial buildings
For the first 4500 sq.mtr. of the area of the site.	60% of such portion of the site.	125%	21 meters
For the portion in excess of 4500 sq.mtrs.	60% of such portion of the site.	125%	21 meters

Note:- The above regulations are subject to amendment from time to time by the Department of Town & Country Planning, Haryana.

- c) **Basement:-** A basement restricted to the actual ground coverage will be permitted for storage, parking and services as detailed out in zoning plan of the site and the same will not be reckoned in F.A.R. There will be an independent entry and exit to the basement. Basement can also be used for captive generation, water-storage, lift-well/room, fire-fighting pumps, electric sub-station etc. subject to the restrictions stipulated in the zoning plan.
- d) **Extent of frontage and coverage to be compulsorily built:**
- Buildings other than compound walls & gate keeper's rooms shall be so designed that they cover at least 2/3 of the front building line of the portion marked industrial main.
 - Minimum area to be covered under main industrial building shall be 50% of the total permissible covered area in case of sites measuring up to 4000 sq. meters and 50% of the Permissible Ground Coverage in case of sites exceeding 4000 sq. meters.
- e) **Plinth height:**
The plinth height of the industrial building shall not be less than 46 cms. above the level of adjoining road and in the case of other ancillary buildings, it shall not be less than 15 cms. above the level of adjoining road.
- f) **Position of gates and heights of boundary walls:**
Gates and gate-posts shall be erected at places specified in the zoning plan.



Width of the gate shall not be less than 4.5 mtrs. No arch shall be allowed to be erected above the gates.

g) Gate Room/Switch Room/Boundary walls:

- ☐ A gate room of 9 sq. mtrs. will be allowed which will also include switches/ electricity meter etc.
- ☐ Boundary Walls of any design, if constructed, will be of 1.8 meters height and above it, if necessary, grill work or fencing may be erected up to a total height not exceeding three meters.
- ☐ Notwithstanding the boundaries of the plot as shown in case of corner plots, boundary walls shall be rounded off with a radius of three meters or as indicated on the zoning plan.
- ☐ If in the opinion of the Director, Department of Town & Country Planning, Haryana the visibility is affected at any junction by any construction, the owner shall comply with any directions in this behalf from the Deptt. of Town & Country Planning, Haryana.
- ☐ Two gates can be permitted in case of plots with area 2000 sq. mtrs. and above.

h) Non-Compoundable offences (Compulsorily to be rectified):

- i. Zoning violations.
- ii. Extra coverage.
- iii. Deficit fire safety measures specified by BIS in part IV of NBC.
- iv. Minimum required height, light and ventilation.

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

32. APPEAL:-

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

Encls. : as above.

cc to:-
Estate Manager,
HSIDC Udyog Vihar,
Gurgaon


Estate Officer

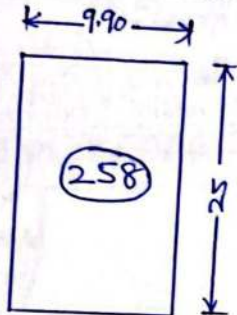
For Haryana State Indl. Dev. Corpn. Ltd

: for information & no action.

(2)

HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.
OFFICE OF THE SENIOR MANAGER
UDYOG VIHAR, GURGAON

This is the certify that plot No. 258 of size 9.90 X 25 M = 247.50 M²
has been handed over to Ms. Mukesh K. Kalli New Delhi - 49
In the Udyog Vihar phase VI I.E. Gurgaon.



SKETCH OF PLOT

HSIDC Letter No. HSIDC/UV
Dated 11-9-2000

Handed Over

Swati
20/9/2000

Swati
Taken Over
20/9/2000

Counter Signature

Swati
Senior Manager (IA)
Udyog Vihar, GURGAON

A Copy is forwarded to:-

1. ✓ Ms. Mukesh K. Kalli M-19 South Extension Part-II
New Delhi - 11049
2. Head Office with referench to their No. HSIDC/ED/2000/1103 dt. 7-8-2000.
the possession of plot 258 at Udyog Vihar; Phase VI I.E. Gurgaon
has been handed over to Ms. Mukesh K. Kalli

Dated.....

HSIDC : UV/ PK VII/2000/50

Dated 20-9-2000

Swati
Senior Manager (IA)
Udyog Vihar
Gurgaon



हरियाणा HARYANA

142144

Total Cost of Plot: Rs 845040/-.

Stamp duty @ 7 % Rs 59200/-

Stamp duty receipt No.:.....

CONVEYANCE DEED

This deed of conveyance made on the 8th day of Feb. 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 **Sh. Mukesh K. Kohli** Having registered office at M-19, South Extension part-II, New Delhi-49

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

KOHLI ENTERPRISES
PROP


Estate Officer

33390
2
8/2/12

10/55
This is the Part of No.
Dated Worth Rs.

District Treasurer
GURGAON

दिनांक 08/02/2012 11/12

प्रलेख नः 30727

डीड संबंधी विवरण	
डीड का नाम	CONVEYANCE WITH IN MC AREA
तहसील/सब-तहसील	गुडगाँवा
गाँव/शहर	सुरान्त लोक

धन संबंधी विवरण	
राशि जिस पर स्टाम्प ड्यूटी लगाई 845,040.00 रुपये	स्टाम्प ड्यूटी की राशि 59,200.00 रुपये
रजिस्ट्रेशन फीस की राशि 5,000.00 रुपये	पेस्टिंग शुल्क 2.00 रुपये

Drafted By :

यह प्रलेख आज दिनांक 08/02/2012 दिन बुधवार समय 2:33:00PM बजे श्री/श्रीमती/कुमारी H.S.I.&I.D.C.
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C-13&14 Sec-6 Panchkula (Hr.) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्वोक्त पंजीयन अधिकारी
गुडगाँवा

श्री H.S.I.&I.D.C. thru Vijayveer(OTHER)

उपरोक्त विवेका व श्री/श्रीमती/कुमारी Mukesh K. Kohli केता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर
तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh K. Chauhan पुत्र/पुत्री/पत्नी श्री
निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Sunder Lal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Dhoop Singh निवासी VPO Jatauli GGN
ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 08/02/2012

उप/सर्वोक्त पंजीयन अधिकारी
गुडगाँवा

Revenue Department Haryana

HARIS-EX

NIC-HSU





हरियाणा HARYANA

278130

*Subsequently, on his/its request change in constitution was allowed by the transferor in favor of M/s _____ vide letter dated _____ supplementary agreement dated _____ Executed with the transferor, 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. 845040/-)Rs. Eight lac forty five thousand and forty only 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 to (Rs. 845040/-)Rs. Eight lac forty five thousand and forty only Paid by the transferee, the transferor hereby grants and conveys to the transferee

KOHLI ENTERPRISES

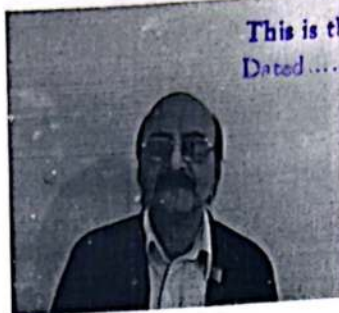
PROP

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

Estate Officer



विक्रेता



क्रेता



गवाह



उप / सयुक्त पंजीयन अधिकारी

विक्रेता	Vijayveer		
क्रेता	Mukesh K. Kohli		
गवाह	Mahesh K. Chauhan		
गवाह	Sunder Lal		



Revenue Department Haryana

HARIS-EX

NIC-HSU



हरियाणा HARYANA

142143

Hereinafter called the transferee of the other part, (which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc) through its authorized signatory namely **Sh. Mukesh K. kohli**

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. 258 Phase/Block/Sector VI in Industrial Estate Udyog Vihar Gurgaon Measuring 247.50 sq.mtr. was allotted/transfered to **Sh. Mukesh K. Kohli** for setting up of the project of manufacturing of Mfg. of specialized tapes-webbings & corps & Fabrication of emergency escape chutes in pursuance to his/its application for allotment/transfer of the plot, as per the terms and conditions, contained in the Agreement/transfer agreement dated 11.08.2000, allotment/transfer letter dated 07.08.2000 which shall continue to remain part and parcel of this deed.

KOHLI ENTERPRISES
[Signature]
PROP

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

[Signature]
Estate Officer

Reg. No.

Reg. Year

Book No.

30,727

2011-2012

1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30,727/2011-2012 आज दिनांक 08/02/2012 को बही न: 1 जिल्द न: 12,988 के पृष्ठ न: 53 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या R.R. 1009 के पृष्ठ सख्या 81 से 84 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये हैं।

दिनांक 08/02/2012

For Sale of C. Deed, Lease Deed

C-D 845040/2

उप/संयुक्त जैजीयन अधिकारी

गुडगावा

District Treasurer
GURGAON

S/111C



Reg. No.

30,727

Reg. Year

2011-2012

Book No.

1

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 30761 अंज दिनांक 08/02/2012 को बही न: 1 जिल्द न: 12,988 के

पृष्ठ न: 53

पृष्ठ सख्या 81 से 84 पर विपरीत किया गया। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और

गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 08/02/2012

हस्ताक्षर/दिनांक C.D. Dard, Lease Deed C-D-8450442/2012

District Treasurer
GURGAON

SHIL

गुडगांव

उप/संयुक्त वृत्तीय अधिकारी



हरियाणा HARYANA

A 697578

- 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.

KOHLI ENTERPRISES

PROP

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

Estate Officer



हरियाणा HARYANA

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all that part and parcel of Plot No. 258 Phase/Block/Sector VI in Industrial Estate Udyog Vihar Gurgaon (measuring 247.50 sq.meters 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 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 alongwith 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 leveling uneven site; and that the transferee shall be liable

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

Estate Officer



हरियाणा HARYANA

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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 alternation/addition after obtaining such occupation certificate.
*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 &

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


Estate Officer



हरियाणा HARYANA

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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. 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.

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

Estate Officer



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That the project on the aforesaid plot/shed has been completed and project completion obtained from the concerned Estate Manager, the transferee shall continue to utilize 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 a 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 of actual possession of plot, whichever is earlier. However, in case no

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

[Signature]
Estate Officer



हरियाणा HARYANA the requisite amount of investment within six years, the fee/penalty shall be **₹ 196758**

payable in the following manner:-

Sr.No.	Investment achieved	Free/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

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

Estate Officer

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**

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

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

[Signature]
Estate Officer

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, provide 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 value/ Chartered Engineer and pay this amount to the erstwhile transferee.

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

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Estate Officer

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 conditions that transferee shall utilize 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 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 obtain prior permission of the transferor before transfer of the plot/shed failing which transferor feed the normal rate as specified in EMP-2011, along with 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, the transferee (except in the case of preferential allotment in favor of NRI/person with disability succession due to death of the transferee/majority share holders or taken over by

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


Estate Officer

a Bank/Finance Institute may be allowed without charging transfer fee but the processing fee at the rates. prescribed in the EMP-2011, from time to time shall be charged. However, wherever applicable, 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, along with applicable interest shall be charged from the transferee.

The transfer of majority shareholding, change of ownership by whatever means i.e. through a deed, an agreement with an intent to transfer on a future date, or by way of power of attorney (except in favor 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 along with 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 HSIDC.

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.

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


Estate Officer

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 HSIDC on payment of fee equivalent to 50% of transfer fee as defined in EMP-2011, for dilution of equity 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 transfer 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 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

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

[Signature]
Estate Officer

the transferee has made construction as per the standard norms, obtained occupation certificate, complete 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 requirement. The provisions with regard to leasing of premises, as detailed in EMP-2011 shall be strictly adhered to the transferee.

18. That there shall be no limit / restriction on the number of lease 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 liability to change the tenants subject to days of execution of the lease deed, along with requisite details. The transferee shall also file an annual certificate / return (by 30th April each year) confirming the number and the name of the 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 transfer on payment in accordance with the rate fixed from time to time. The transfer shall not be dig or installed any tube well / bore well within or out side his plot / shed or matting his water requirements.
20. That the transferee shall continue to be the owner of all mines or minerals , what so ever including sub-soil water in or underneath the surface of the plot / shed with all such rites and powers as made be necessary or expedient for the purpose of searching, working , obtaining , removing and enjoying the same at all such time and in such manner as the transferor may deem fit, with power to carry out any survey of all or any part of the shed plot / shed and to sink pits , erect building, contract line and

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

[Signature]
Estate Officer

generally appropriate and surface of the shed plot / shed for the purpose of doing the full enjoyment of the exceptions and reservation herein contents.

Provided that the transferee shall be entitled to receive from the transferor such payment for the acceptance 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 as ascertained by reference to arbitration.

21. That the government may in the near future acquire position and proprietary right over the land surrounding the industrial estate and the government or any other authority on behalf of the government may transferor, in its discretion, decided 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 government 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.
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 failing which the transferee shall be liable to pay the sum along with interest @18% p.a. in the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot / shed shall be liable to be resumed.

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


Estate Officer

23. That the transferor may, by its officers and servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in upon any part of the plot and building enacted 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 things and all costs incurred in connections 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. amount other things for proper maintenance of the industrial estate and its surroundings. The transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties if necessities towards achievements of its objectives.
26. That transferee shall have to pay local and general taxes, rates of cesses etc. as imposed on the said plot/shed by the competent authority from time to time.
27. That the transferee shall pay the proportionate maintenance & services charges fixed from time to time and as communicated by the transferor. The maintenance & services 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 employee 75% of unskilled 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.

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


Estate Officer

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 get 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 certify copy of the registered power of attorney along with photograph of the transferee and that of the attorney duly attested by the first class magistrate with in a week from the registration of the deed by registered a/d post or in person.
31. That so long as the transferee fully performs with and continue to so perform and comply with each and all the terms and conditions herein made provided , but not otherwise , the transferor will ensure to the transferee full and peaceful engagement of the right and privileges herein and hereby conveyed in this deed.
32. That the transferor will be competent to resume plot/shed in its industrial estates in case the transferee defaults and compiling with the terms and conditions allotments / transferor / leasing / provisions of EMP – 2011 etc. The resumption of plot / shed could be done by the transferor after giving show cases notice. Upon resumption, the principal amount deposited by the transferee will be refunded after deduction 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 transferee shall be required to remove the structure / debris within a period of three months from the order of the resumption, feeling which the transferor may get the cost of construction of the building assessed from approved vaguer / chartered engineer and pay this amount to the erstwhile allottee.

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


Officer

33. That the plot / shed once resumed shall not be restored by the transferor. However and appeal shall lie to a committee, comprising of the Financial Commissioner , Industries & Commerce Department , Haryana, Director of Industries, Haryana and Managing Director, Haryana Financial Corporation against the order of the transferor. Such an appeal shall be filled within 90 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.

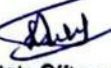
IN WITNESS WHEREOF, the parties of this deed have set their hands / seals on the dates mentioned against their signatures.

PARTY OF FIRST PART:

For and on behalf of

Haryana State Indl. & Infra. Dev. Corpn Ltd.

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

Estate Manager 
Estate Officer


Witness:

PARTY OF SECOND PART:

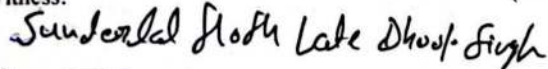
Witness:



KONLI ENTERPRISE


PROP
(-----)
Mahesh K. Chauhan
Advocate, Gurgaon

Witness:


U.P.O. - Jatauli Distt- Gurgaon

(4)

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

M/s Kohli Enterprises
M-19, South Extension Part-II,
New Delhi-110 015

No.: HSIIDC: UV: 2012 - 8389
Dated - 28/8/12

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

Dear Sir,

Kindly refer to your request dated 21.03.2012 for permission to mortgage the Plot No 258, in Phase-VI, Udyog Vihar, Gurgaon was allotted to you in favour of M/s State Bank of India, Plot No 364, Phase II, Udyog Vihar Gurgaon


This is to convey that HSIIDC has no objection to your mortgaging the said plot in favour of M/s State Bank of India, Plot No 364, Phase II, Udyog Vihar Gurgaon subject to the following terms & conditions:

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

Thanking you,

Yours faithfully

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


Estate Manager
Udyog Vihar, Gurgaon

CC: Asst. Gen. Manager

M/s State Bank of India,

Plot No 364,Phase II Udyog Vihar Gurgaon

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

✓
M/s Kohli Enterprises
M-19, South Extension Part-II,
New Delhi-110 015

No.: HSIIDC: UV: 2012 - 8388

Dated - 28/3/2012

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

Dear Sir,

Kindly refer to your request dated 21.03.2012 for permission to mortgage the Plot No 258, in Phase-VI, Udyog Vihar, Gurgaon was allotted to you in favour of M/s State Bank of India, Plot No 364, Phase II, Udyog Vihar Gurgaon

This is to convey that HSIIDC has no objection to your mortgaging the said plot in favour of M/s State Bank of India, Plot No 364, Phase II, Udyog Vihar Gurgaon subject to the following terms & conditions:

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

Thanking you,

Yours faithfully

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


Estate Manager
Udyog Vihar, Gurgaon

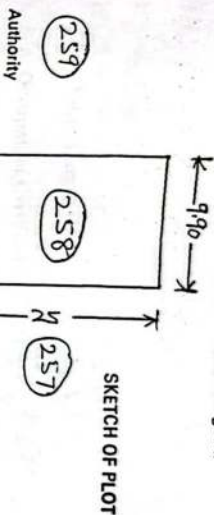
CC: Asst. Gen. Manager

M/s State Bank of India,

Plot No 364,Phase II Udyog Vihar Gurgaon

HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.
OFFICE OF THE SENIOR MANAGER
UDYOG VIHAR, GURGAON

This is the certify that plot No. 258 of size 9.90 X 25 M = 247.50 M² has been handed over to Mr. Nishant K. Kalia Neel Dahi 49 in the Udyog Vihar phase VI 4-E Gurgaon.



HSIDC Letter No. HSD/2K/1314
 Dated 11-9-2000

Handed Over Suab
20/9/2000

Taken Over
20/9/2000

Counter Signature
Suab
 Senior Manager (IA)
 Udyog Vihar, GURGAON

A Copy is forwarded to:-

1. Mr. Nishant K. Kalia M-19 South Extension Part-II
2. Head Office with reference to the HSD/2K/1314 dt. 7-8-2000.
the possession of plot at Udyog Vihar, Phase VI 4-E Gurgaon
has been handed over to Mr. Nishant K. Kalia

Dated.....

HSIDC : UM K-12/200/50 / SC

Suab
 Senior Manager (IA)

COMPLEX
P-V, Gurgaon
8342612,
Fax : 6341104

हरियाणा राज्य
औद्योगिक विकास
निगम लिमिटेड



Haryana State
Industrial Development
Corporation Ltd.,
Udyog Vihar, Gurgaon

(A State Government Undertaking)

No. H.S.I.D.C./P/C/MD/3177A

Dated

14-10-01

Director Controlled Area cum MID/HSIDC
Panchkula

Mukesh K. Kohli
Plot no. 258, Phase-VI
Udyog Vihar, Gurgaon

Sub: Occupation Certificate.

Whereas you have applied for issue of Occupation certificate vide your letter dated 28.6.01 in respect of plot no. 258, phase-VI, Udyog Vihar, Gurgaon
I hereby grant the permission for occupation of the said building as per description given below:

- | | |
|------------------|-------------------------------------|
| i) Basement | For storage only (148.5 sq mt) |
| ii) Ground floor | Office & working hall (148.5 sq mt) |
| iii) Mezzanine | For storage only (37.51 sq. mt.) |
| iv) First Floor | Office & working hall (148.5 sq mt) |
| v) Second Floor | Mummy only |

(However, you shall not undertake any further construction or alterations without prior permission)

Director Controlled Area cum MID/HSIDC

✓ Estate Manager, HSIDC, Gurgaon

2. Fire Officer, Gurgaon in reference to memo no. 945 dated 10.7.01 vide which fire safety clearance has been granted.

Enclosed - your letter in progress

OFFICE : C-14 & 16, Sector 6, Panchkula (Haryana), India
Ph : 0172-590451-83, Fax : 0172-590474-75