



हरियाणा HARYANA

519264

CONVEYANCE DEED

Value : Rs. 37.46,250/-

Stamp Duty : Rs.2,24,800/-

Stamp No. & Date : 1223 / 25-04-2007

This deed of conveyance made on the 07th day of May 2007 in the year 2007 between The Haryana State Industrial 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 Chadha Industries Pvt. Ltd. (PAN AAACC5899F) having its Regd. office at 38, DLF Industrial Area, Kirti Nagar, New Delhi-110015, through its Managing Director Mr. Ramesh Kumar Chadha son of Late Sh. Milkhi Ram Chadha, hereinafter called the transferee of the other part of the conveyance deed, which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc. through Sh. Ramesh Kumar (PAN AALPC6830E) S/o Sh. Milkhi Ram Chadha R/o B-78 Mansarovar Garden New Delhi -15 Whereas the plot/shed hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

For CHADHA INDUSTRIES PVT. LTD.

R. Chadha
Managing Director

ESTATE OFFICER
IMT - MANESAR

Sl. No..... Date.....
 Purchaser.....
 This is the Part of No.....
 Through.....
 For.....
 Rs.....

District Treasurer
 GURGAON
 District Treasurer
 GURGAON

प्रलेख नः 5668

दिनांक 07/06/2007

| | | |
|---------------------------------|-----------------------------|---|
| डॉड का नाम | CONVEYANCE OFFSIDE MC. AREA | डॉड/सबधी विवरण |
| तहसील/सब-तहसील | गुडगावा | Purchaser Sh. |
| गांव/शहर | मानेसर | Residence of Mrs. Chandra Industries Pvt Ltd. |
| | | Through..... |
| | | For Sale..... |
| राशि जिस पर स्टाम्प ड्यूटी लगाई | 3,746,250.00 रुपये | स्टाम्प ड्यूटी की राशि 224,800.00 रुपये |
| रजिस्ट्रेशन फीस की राशि | 15,000.00 रुपये | पेस्टिंग शुल्क 2.00 रुपये |

Drafted By: ..

यह प्रलेख आज दिनांक 07/06/2007 दिन गुरुवार समय बजे श्री/श्रीमती/कुमारी HSIDC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
 गुडगावा

श्री HSIDC thru Arvind Kumar(OTHER)

उपरोक्त विवेका व श्री/श्रीमती/कुमारी Ramesh Kumar केना हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Tika Ram पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी H R Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 को पहचान करता है।

दिनांक 07/06/2007

उप/संयुक्त पंजीयन अधिकारी
 गुडगावा



हरियाणा HARYANA

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Whereas Industrial Plot No. 135, Sector - 6, in Industrial Estate IMT, Manesar, measuring 1012.50 Sq Mtrs. was allotted to the transferee, in pursuance to its application for allotment of the plot for the purpose of setting up of project of Manufacturing of Industrial Filters as per the terms and conditions, contained in the Regular Letter of Allotment (RLA), dated 03-02-2006, and Agreement dated 29.12.2006 which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment amounting to **Rs. 37,46,250/- (Rupees Thirty Seven Lac Forty Six Thousand Two Hundred and Fifty only)** as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the Regular Letter of Allotment (RLA) and the Agreement and further in consideration of the said sum of **Rs. 37,46,250/- (Rupees Thirty Seven Lac Forty Six Thousand Two Hundred and Fifty only)**, paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 135, Sector -6, in Industrial Estate IMT, Manesar, Gurgaon, measuring 1012.50 sq. mtrs. 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 the matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the transferee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. shall be charged on the due amount from the date of notice till the date of payment. In the event of non-payment of such enhanced compensation, within a period of three months from the date of notice, the aforesaid plot/shed shall also be liable to be resumed.

For CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

[Signature]
ESTATE OFFICER
IMT, MANESAR

1223
This is the Part of ...
Reg. No. 5668 Reg. Year 2007-2008 Book No. 1

District Treasury
SURGAON



विक्रेता



क्रेता



गवाह

विक्रेता

Arvind Kumar

क्रेता

Ramesh Kumar

गवाह 1:- Tika Ram

गवाह 2:- H R Khatana

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,668 आज दिनांक 07/06/2007 को बही न: 1 जिल्द न: 9,753 के पृष्ठ न: 141 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 832 के पृष्ठ सख्या 54 से 55 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा में सामने किये हैं।

दिनांक 07/06/2007

उप/संयुक्त पंजीयन अधिकारी
गडगाँवा

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हरियाणा HARYANA

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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 to pay additional sum/money for any structure/super structure, trees & 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 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 the Estate Management Procedure -2005, as amended from time to time (hereinafter called EMP) and installation of the plant and machinery.

*That 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; and that implementation of the project shall mean the commencement for commercial production, after installation of the plant and machinery.

* Strike whichever is not applicable.

4. That notwithstanding the period of three years stipulated qua implementation of the project on the plot, the transferee, 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:-

For Haryana State Industries Corporation Ltd.
structure Development Corporation Ltd.
ESTATE OFFICER
IMT - MANESAR

For CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director



हरियाणा HARYANA

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- 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 transferor by one year subject, however, to the conditions that apart from completion of construction upto the level prescribed in the EMP, the transferee satisfies that he 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.

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

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

For Haryana State Industrial & Infrastructure Development Corporation Ltd.
 Managing Director
 HARYANA STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
 MANAGING DIRECTOR

For CHADHA INDUSTRIES PVT. LTD.

Managing Director



हरियाणा HARYANA

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* Strike whichever is not applicable.

5. That in case the transferee has been granted extension in the implementation of the project beyond the stipulated period of implementation, the transferee shall be required to pay extension fee at the rates, laid down in the EMP, which may be revised from time to time.
6. 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 and starts commercial production of the project after installation of plant & machinery. The transferee shall, within one month of completion of project, inform the concerned filed office of the transferor, in writing, that the project has been completed, alongwith documentary proofs in this regard.
7. That the transferee shall use and utilize the aforesaid plot/shed for the purposes 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, provided that the transferee has paid requisite fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.
8. That the transferee 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 transferee shall submit a copy of the approved building plans to the transferor.

For Haryana State Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR

For CHADHA INDUSTRIES PVT. LTD.

Radh
Managing Director



हरियाणा HARYANA

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9. That the transferee shall apply for an occupation certificate in the concerned field office of transferor. 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.
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, the aforesaid plot/shed shall be liable to be resumed and the transferee shall be required to remove the plant & machinery within a period of two months from the order of the resumption at the cost and peril of the transferee.
11. That the transferee shall not bifurcate the aforesaid plot/shed except with the prior permission of the transferee. 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.
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.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR

FOR CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director



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13. That further alienation of the above said plot/shed may be allowed by the transferor only after the expiry of one year from the date of commencement of commercial production, after coverage of construction in accordance with the norms specified in EMP and installation of the plant and machinery, subject to further condition that the person, who steps into the shoes of the transferee, shall not be allowed to further transfer the plot/shed for atleast one year from the date of transfer of the aforesaid plot/shed in his/her/its name. Such transfer shall, however, be subject to the compliance of provisions and payment of transfer fee as prescribed in the EMP, as revised from time to time.

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

14. That the transfer of the aforesaid plot/shed, due to inheritance, succession upon the death of the transferee/majority share holders or the project has been taken over by a financial Institution, may be allowed without charging transfer fee, but on the payment of processing fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer of majority shareholding shall also be treated as transfer.
15. That for seeking permission for further transfer of the aforesaid plot/shed, the transferee shall apply to the transferor alongwith following documents:-

- Original letter of allotment.
- Proposed agreement to sell.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
HMT - MANISAR

For: CHADHA INDUSTRIES PVT. LTD.

Abhishat
Managing Director



हरियाणा HARYANA

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- c) Project report of the proposed transferee, in case of any change of project.
- d) Statement of means of financing of the proposed transferee.

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

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

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
INT - MANE SAR

For CHADHA INDUSTRIES PVT. LTD

Handwritten signature
Managing Director



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18. 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 transferee has made construction as per the standard norms and has remained in production for one year. Such permission may be granted by the transferor on payment of leasing fee, as prescribed in the EMP, from time to time. However, prior approval of the transferor for leasing shall be mandatory.
19. 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 transferee shall be at liberty to change the tenants within the period so specified subject to the transferee keeping transferor informed about any change made in the tenancy and getting the project of the lessee/tenant approved from transferor and payment of leasing fee as prescribed in the EMP, from time to time.
20. That the transferee shall have to take water for the unit set up and other area of the said plot/shed from the water supply system of the 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 his plot/shed for meeting his water requirements.
21. 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 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

For Haryana
structure for Coping

ESTATE OFFICER
IMI - MUMBAI

FOR CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director



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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 transferor such payment for the occupation by 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, the same shall be ascertained by reference to arbitration.

22. 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 transferor to the Govt. or any authority on its behalf will be recoverable by transferor from its transferees proportionately. An amount demanded by transferor on account of such external development charges will be payable by the transferee to transferor in lump-sum or in installments, as may be decided by transferor.
23. 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 22 above, within 30 days from the date of the letter of demand failing which the transferee shall be liable to pay the sum alongwith interest @ 18% p.a. In the event of failure of the

FOR CHADHA INDUSTRIES PVT. LTD.

R. Radh
Managing Director

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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.

24. 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 and upon any part of the plot and building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the conditions to be observed under the provisions of the RLA/Agreement and this deed.
25. 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 reservations imposed and to recover from transferee, as first charge upon the said land/building, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.
26. That the transferee shall comply with all the Estate Management regulations dealing with malba, cleanliness, quantum and the quality of effluent discharge, solid waster disposal, green cover obligations, vehicle parking regulations etc. among other things for proper maintenance of the industrial estate and its surrounding. 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.
27. That the transferee shall have to pay local and general taxes, rates or cesses ~~as~~ as imposed on the said plot/shed by the competent authority from time to time ~~to Industrial & Infra-structure Development Corporation Ltd.~~

FG, CHADHA INDUSTRIES PVT. LTD.

Abh. Rodh
Managing Director

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

ESTATE OFFICER
IMT - MANESAR



हरियाणा HARYANA

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28. 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.
29. 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 set up/to be set up on plot/shed.
30. That the transferor transfers 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, transferor shall issue a notice 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.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IAT - MANSAR

For: CHADHA INDUSTRIES PVT. LTD


Managing Director



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हरियाणा HARYANA

31. That if the transferee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. A/D post or in person.
32. 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.

For CHADHA INDUSTRIES PVT. LTD.


Managing Director



हरियाणा HARYANA

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33. That the transferor will be competent to resume plots/sheds in its Industrial Estates in case an transferee defaults in complying with the terms and conditions of allotment/transfer/leasing 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 without any interest. The amount of interest and penalty, if any, paid on the installment(s), if any, shall also stand forfeited. The transferee will be free to remove the structure/debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the transferor at the transferee's cost. The transferee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot/shed.

34. That the plot/shed once resumed shall not be restored by transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor ordering resumption. The decision of the aforesaid committee shall be final and binding.

For Haryana State Industrial & Infrastructure Development Corporation Ltd.

ESTATE OFFICER
IMT - MANESAR.

For CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director



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35. 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.
36. That the changes made in the Industrial Policy-2005 and/or EMP by the State Govt. or transferor, from time to time, as well as the changes and guidelines issued by the State Government or transferor from time to time regarding extension in time, transfer & leasing or any other issue pertaining to the allotment of industrial plot/shed and any other matter related to Estate Management shall be applicable and binding on the transferee.

For Haryana
structure Development Corporation

ESTATE OFFICER
IMT - MANESAR

FOR CHADHA INDUSTRIES PVT. LTD.

Managing Director



हरियाणा HARYANA

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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. Dev. Corpn. Ltd.

Estate Manager

[Signature]
Haryana State Industrial & Trading Corporation Ltd.
CHIEF OFFICER
INT. MANESAR

Witness:

Signature: _____

Name: _____

Residence: _____

Occupation: _____

For CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

B 807560

PARTY OF SECOND PART:

for and on behalf of

FOR CHADHA INDUSTRIES PVT. LTD.

Managing Director

M/s Chadha Industries Pvt. Ltd.
Managing Director

Witness:

Signature:

Name:

Residence:

Occupation:

TIKA RAM
NAMBARDAR
Waranabad (Gurgaon)

विसर (नम्बार्डार)
वाराणसी (गुरुगोबिंद)

PLOT NO 148

PLOT NO 134

147'-8"

PLOT NO
135

PLOT NO 136



FOR CHADHA INDUSTRIES PVT. LTD.

[Signature]
Managing Director

73'-10"

ROAD

For Haryana Roadways & Infra
structure Development Ltd.

[Signature]
ESTATE OFFICER
IMT - MANESAR

SITE PLAN

SCALE = 32' = 1"

SITE PLAN FOR PLOT NO 135 AT I.M.T
MANESAR HARYANA (SECTOR-G)
FOR M/s CHADHA INDUSTRIES PVT. LTD.

PARTNER / DIRECTOR SH. RAMESH KUMAR CHADHA
M.D.

[Signature]
DARSHAN SINGH, (Architect)

DARSHAN & ASSOCIATES

Regd. Architect CA/3735/77 MCD A/10
B-82, Kirti Nagar, N.D. Ph. 25450549

APP. SIG

[Signature]

FOR CHADHA INDUSTRIES PVT. LTD.

हरियाणा राज्य औद्योगिक एवं
आधारभूत संरचना विकास
निगम लिमिटेड



Haryana State Industrial And
Infrastructure Development
Corporation Ltd.
IMT, Manesar, Gurgaon
Tel No. - Fax : 0124-2291351

(A State Government Undertaking)

No. HSIIDC/IMT/ESTATE/2016/5655

Dated: 7/12/2016

State Bank of India
Branch Code-30306
A-30, Vishal Enclave,
New Delhi-110027

Sub.: Request for No objection to mortgage of Plot No. 135, Sector 6, IMT Manesar

Dear Sir,

This has reference to your letter dated 29.11.2016 on the captioned subject. In this regard, kindly refer to the clause no. 12.11 of EMP-2015, (copy enclosed). This is for your information and necessary action.

Thanking you,

Yours truly
For: Haryana State Indl. & Infra Dev. Corpn. Ltd.

Sr. Manager(E)
IMT, Manesar

Encls: As above

HSI IDC-your partner in progress

पंजीकृत कार्यालय: नं. सी. 13-14, सेक्टर-6, पंचकुला-134 109

REGD. OFFICE: NO. C 13-14, SECTOR-6, PANCHKULA, TEL: 2590481-83, FAX: 172-2590474, E-MAIL: info@hsidc.org.in, Web: www.hsidc.org.in
Grams Udyogvikas New Delhi Office: Tel: 23347680-82, Fax: 01(11) 23347688 E-mail: hsidcdel@vsnl.net

12.11 Mortgage of plots/sheds with Banks/Financial Institutions:

The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSIIDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/shed in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in chapter 5 of EMP shall be applicable.

The above provision shall be applicable to existing allottees as well, notwithstanding anything contrary contained in this regard in the RLA/deed of conveyance executed in their favour.

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

निगम लिमिटेड



Haryana State Industrial And
Infrastructure Development
Corporation Ltd.

VANIYA NIKUNJ COMPLEX
Udyog Vihar, Phase-V, Gurgaon
Tel. : 2343402, 2342612 - 13
2342988, Fax : 0124-2341104

(A State Government Undertaking)

No. H.S.I.I.D.C./PC/IMT/08/339

Dated 24-01-08

Form BR-VI
(Rule-47(1))

M/s Chadha Industries (P) Ltd
Plot No. 135, Sector-6,
IMT-Manesar.

Sub: - Occupation Certificate.

Whereas you have applied for issue of occupation certificate vide your letter-dated 27.11.07 in respect of Plot No. 135, Sector-6, IMT-Manesar.

The committees constituted vide Head Office Order No. HSIDC/IPD/04/311-324 dated 26.08.2004 has granted the permission for occupation of the said building as per description given below:-

| | |
|-----------------|------------------------|
| A) Ground Floor | 608.94 Sq. Mt. |
| B) First Floor | 608.94 Sq. Mt. |
| C) Second Floor | 79.35 Sq. Mt. + Mumty. |

However, you shall not undertake any further construction or alterations except in accordance with the approved revised Building Plans failing which this certificate shall be null & void ab-initio.

Hari Shankar

(J.E)
Checked by

D. Singh
Divisional Town Planner
IMT-Manesar

C.C:

1. DGM (E), HSIIDC, IMT-Manesar.
2. AGM (IA), HSIIDC, IMT-Manesar.
3. Fire Officer, Gurgaon in reference to memo No. 3004 dated 20.9.07 vide which NOC has been granted.

hsidc - your partner in progress

REGD. OFFICE, C-13 & 14, Sector 6, Panchkula (Haryana), India
Ph : 0172-533431, Fax : 0172-590474-75

CHADHA INDUSTRIES

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

निगम लिमिटेड

Form BR-III

(See Rule 44) State Government Undertaking



Haryana State Industrial And
Infrastructure Development
Corporation Ltd.

VANIYA NIKUNJ COMPLEX
Udyog Vihar, Phase-V, Gurgaon
Tel. : 2343402, 2342612 - 13
2342988, Fax : 0124-2341104

M/S CHADHA INDUSTRIES(P) LTD.

Plot no. 135, Sector- 6,

IMT-Manesar.

No. H.S.I.I.D.C./PC/1004/126

Dated 14-06-07

REVISED

Sub: -Approval of building plans for Plot No. 135, Sector- 6, IMT-Manesar

Reference: - Your application for permission to erect/re-erect-add to/alter a building for plot no. 135, Sector- 6, in accordance with the plans submitted with it.

The permission is hereby granted subject to the following conditions: -

1. That you will abide by the Punjab Scheduled Roads and Controlled Areas Restrictions of Unregulated Development Act 1963 and Rules framed there under.
2. That you will get the set backs of your building checked at plinth level and shall obtain a DPC certificate.
3. The responsibility of the structural design and structural stability of the building shall be solely of the supervising Architect/engineer/Owner.
4. The owner shall be entirely responsible for making adequate provision for fire safety as per NBC/Rules and shall get the clearance of Fire Officer before Occupancy of the building.
5. The validity of building plan is for two years, subject to validity of allotment letter/agreement executed with HSIDC whichever is earlier.
6. That you will obtain occupation certificate before occupying the above building.
7. The owner shall ensure to make adequate provisions in building structure to meet the required earthquake resistance standards. These provisions alongwith structural safety of the building against earthquake duly certified by competent structural engineers shall be annexed to form BR-V of the Controlled Area Rules, while applying for DPC and Occupation Certificate.
8. That you will provide Rain water-harvesting system and shall ensure recycling of wastewater.
9. That the basement shall be constructed after leaving a clear margin of 6 ft from the adjoining plot/building, if already constructed without basement. Further the basement shall be used only for services and parking no other use is shall be permissible in the basement.
10. Moreover you shall be required to obtain fire fighting scheme from Fire Officer before start of construction.
11. This sanction will be invalid ab-initio if any of the conditions aforesaid are not complied with.

Encl: One set of building plans dully approved by
Building Plans Committee.

C.C.

Divisional Town Planner
HSIDC, IMT-Manesar

1. DGM (Estate), IMT-Manesar.
2. AGM (IA)/HSIDC, IMT-Manesar, with one set of sanctioned drawings.

hsidc - your partner in progress

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

VANIJA NIKUNJ COMPLEX
Udyog Vihar, Phase-V, Gurgaon
Tel. : 2343402, 2342612 - 13
2342988, Fax : 0124-2341104

हरियाणा राज्य औद्योगिक

एवं संरचना विकास

निगम लिमिटेड

Form BR-III

(See Rule-44)



Haryana State Industrial And
Infrastructure Development
Corporation Ltd.

No. H.S.I.I.D.C./PC/1/1000/1262

Dated 14-06-07

M/S CHADHA INDUSTRIES (P) LTD.

Plot no. 135, Sector- 6,

IMT-Manesar.

Sub: - Approval of building plans for Plot No. 135, Sector- 6, IMT-Manesar

Reference: - Your application for permission to erect/re-erect-add to/alter a building for plot no. 135, Sector- 6, in accordance with the plans submitted with it.

The permission is hereby granted subject to the following conditions: -

1. That you will abide by the Punjab Scheduled Roads and Controlled Areas Restrictions of Unregulated Development Act 1963 and Rules framed there under.
2. That you will get the set backs of your building checked at plinth level and shall obtain a DPC certificate.
3. The responsibility of the structural design and structural stability of the building shall be solely of the supervising Architect/engineer/Owner.
4. The owner shall be entirely responsible for making adequate provision for fire safety as per NBC/Rules and shall get the clearance of Fire Officer before Occupancy of the building.
5. The validity of building plan is for two years, subject to validity of allotment letter/agreement executed with HSIDC whichever is earlier.
6. That you will obtain occupation certificate before occupying the above building.
7. The owner shall ensure to make adequate provisions in building structure to meet the required earthquake resistance standards. These provisions alongwith structural safety of the building against earthquake duly certified by competent structural engineers shall be annexed to form BR-V of the Controlled Area Rules, while applying for DPC and Occupation Certificate.
8. That you will provide Rain water-harvesting system and shall ensure recycling of wastewater.
9. That the basement shall be constructed after leaving a clear margin of 6 ft from the adjoining plot/building, if already constructed without basement. Further the basement shall be used only for services and parking no other use is shall be permissible in the basement.
10. Moreover you shall be required to obtain fire fighting scheme from Fire Officer before start of construction.
11. This sanction will be invalid ab-initio if any of the conditions aforesaid are not complied with.

Encl: One set of building plans dully approved by
Building Plans Committee.

Divisional Town Planner
HSIDC, IMT-Manesar

C.C.

1. DGM (Estate), IMT-Manesar.
2. AGM (IA)/HSIDC, IMT-Manesar, with one set of sanctioned drawings.

hsidc - your partner in progress

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



HSIDC

HARYANA STATE INDUSTRIAL 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)

(In supersession to earlier RLA No.239 dt. 28.5.2001 & letter No.9475 dt. 11.10.2001)

Registered

To

M/R CHADHA INDUSTRIES PVT. LTD.
13/9, MOTI NAGAR
NEW DELHI-15

Ref. No.: HSIDC: 10378

Dated: 3.2.06

Subject: Restoration/Re-allotment letter in respect of plot No. 135, Sector-6, Industrial Estate IMT Manesar.

Dear Sir,

This has reference to the appeal filed by you before Financial Commissioner Industries, Haryana against Cancellation/Resumption of captioned plot, allotted by the Corporation vide RLA No.239 dated 28.05.2001 and subsequent letter No.9475 dated 11.10.2001.

1. **WHEREAS** the Appellate Committee after considering the facts of the case and also your request to retain the aforesaid plot at the current prevailing price of Rs.3700/- per square meter, decided to restore/re-allot the aforesaid plot in your favour.

AND WHEREAS, now it has been decided to restore/re-allot Plot No. 135, Sector-6, Industrial Estate IMT Manesar for setting up an industrial project of Industrial Filters, alongwith offer of physical possession of the aforesaid plot subject to the terms & conditions contained hereinafter as well as in the format of agreement annexed hereto ad appendix-A, which shall be read as part & parcel of this RLA. The tentative area and price of the plot are specified as under:-



HSIDC

| Estate | Sector/ Phase No. | Plot/ Shed No. | Appx. dimensions | Area (Sq.mtr.) | Rate per square meter | Tentative Price (Rs.) |
|----------------|-------------------------|-------------------|---------------------|-------------------|--------------------------|-----------------------------|
| IHT MANESAR | 6 | 135 | 22.5X45M | 1012.50 | Rs. 3700/- | 3746250/- |

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 attached 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 cheque of the value in the sum of Rs. _____ in favour of Haryana State Industrial Development Corporation (HSIDC), Panchkula drawn on a bank at Panchkula, towards 15% of the tentative price of the aforesaid plot/shed, so as to make it 25% thereof, after including Rs. 1521502/- towards 10% earnest money, already paid by you at the time of submission of application. The amount towards 15% 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 payment, 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 demand draft towards 15% price to make up 25% 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 lapse 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.



HSIDC

- (iv) Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute the Agreement, in writing, with HSIDC, at Panchkula, incorporating therein the terms & conditions, as contained in **Appendix-A**, on the printed agreement, attached with the RLA, as per instructions 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 HSIDC at its sole discretion, but incase, 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 be 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 HSIDC on account of interest or penal interest, as the case may be, shall be non-refundable.
- (v) After the acceptance of the allotment of aforesaid pot/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 | 03.08.2006 | 03.02.2007 | 03.08.2007 | 02.02.2008 | 03.08.2008 |
| Principal Amount | 444950/- | 444950/- | 444950/- | 444949/- | 444949/- |
| Interest | 121355/- | 98693/- | 72813/- | 49347/- | 24405/- |
| Total | 566305/- | 543643/- | 517763/- | 494296/- | 469354/- |

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

- (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 HSIDC after the default having been committed, the plot/shed shall be liable for resumption.
- (vii) Although possession of the aforesaid plot/shed has also 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 herein-above. Any delay on your part to execute the agreement and to take over 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 field office at IMT MANESAR to take the physical possession of the plot/shed through a letter of possession, in writing, from the concerned field office.



HSIDC

(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 HSIDC on account of interest and/or penal interest, 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 Indl. Dev. Corpn. Ltd.

CC: DGM Cum EM
HSIDC LTD.
IHT MANESAR


Authorized Signatory

- Encls. 1. Appendix 'A'.**
2. Printed format of agreement alongwith format of letter of acceptance (Appendix 'B')



Appendix-A

AGREEMENT

**(ONLY FIRST PAGE OF THIS AGREEMENT TO BE
EXECUTED ON NON-JUDICIAL STAMP PAPER OF RS. 5/-).**

This agreement is made on the _____ day of _____ in the
year _____ between the Haryana State Industrial Development
Corporation Limited, Registered Office, C-13 & 14, Sector-6, Panchkula, hereinafter
called as the "HSIDC", of the one part 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 _____



WHEREAS the HSIDC had offered to the allottee a industrial plot/shed No. _____ measuring _____ square meters, Sector/Phase/Block _____ in Industrial Estate _____ at the tentative price of Rs. _____ @ Rs. _____ 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 Management Procedure-2005 (EMP) of HSIDC, 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 for Rs. _____, being 15% of the tentative price, in addition to 10% of the tentative price deposited alongwith the application for allotment;

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

* **AND WHEREAS** the allottee has opted to pay 75% of the balance amount 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 | | | | | |
| Interest | | | | | |
| Total | | | | | |



NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. That in consideration of the HSIDC, having agreed to allot plot/shed No. _____, measuring _____ square meters, Sector/Block/Phase _____ at Industrial Estate _____ for setting up an industrial project of _____ to the allottee in lieu of tentative price of Rs. _____ @ Rs. _____ per square meter *paid by the allottee OR *against which the allottee has paid Rs. _____ (Rupees _____) to HSIDC 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 HSIDC 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 HSIDC 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 HSIDC 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 HSIDC 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 a consequence of enhancement in compensation that may be awarded by the Court(s) in the matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the allottee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. shall be charged on the due amount from the date of notice till the date of payment. In the event of non-payment of such enhanced compensation, within a period of three months from the date of notice, the aforesaid plot/shed shall also be liable to be resumed.
3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSIDC 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, trees & 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 HSIDC.

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 qua 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 HSIDC 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 HSIDC, in case the allottee has installed/placed orders for installation of the substantial part of the plant & machinery.

Upon failure on the part of the allottee to adhere to the schedule/time available for the implementation of the project HSIDC shall be competent to resume the aforesaid plot/shed after giving show cause 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 field office of the HSIDC, in writing, that the project has been completed, alongwith documentary proof in this regard.
8. That the allottee shall use and utilize the aforesaid plot/shed for the purposes 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 HSIDC, 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 allottee shall submit a copy of the approved building plans to HSIDC.
10. That the allottee shall apply for an occupation certificate in the concerned field office of HSIDC. 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 plant & machinery within a period of two months from the order of the resumption at the cost and peril of the allottee.
12. That the allottee shall not bifurcate the aforesaid plot except with the prior permission of the HSIDC. 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 HSIDC until & unless the full price of the plot/shed together with interest and other amount, if any, due to HSIDC is paid by the allottee to HSIDC. Allottee shall have no right to transfer the land and building standing thereon by way of sale or gift, mortgage, lease or any other way, without specific written approval from HSIDC.
14. That on payment of total price of the plot/shed, the HSIDC 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 said plot/shed may be allowed by the HSIDC 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 atleast one year from the date of transfer of the aforesaid plot/shed in his/her/its name. Such transfer shall, however, be subject to the 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 from all encumbrances. However, prior permission of HSIDC 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 the 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 transfer fee, but on the payment of processing fee at the rates as prescribed in the EMP, from time to time. The change of management by transfer of majority shareholding shall also be treated as transfer.
17. That for seeking permission for transfer of the aforesaid plot/shed, the allottee shall apply to the HSIDC 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 HSIDC.

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 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 HSIDC on payment of processing fee, as prescribed in the EMP, from time to time. However, prior approval of the HSIDC for leasing shall be mandatory.
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 HSIDC informed about any change made in the tenancy and getting the project of the lessee/tenant approved from HSIDC and payment of processing fee as prescribed in the EMP, from time to time.
22. That the HSIDC 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 HSIDC may deem fit, with power to carry out any survey of all or any part of the said plot/shed and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot/shed for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from 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.

23. That the HSIDC may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours notice in writing, enter in and upon any part of the plot and building erected 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 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.
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. 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.
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 communicated by the HSIDC. 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 HSIDC to the Govt. or any authority on its behalf will be recoverable by HSIDC from its allottees proportionately. An amount demanded by HSIDC on account of such external development charges will be payable by the allottee to HSIDC in lump-sum or in instalments, as may be decided by HSIDC.



30. That HSIDC allots this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the allottee does not continue to remain in production and the production gets held up, HSIDC shall issue a notice to the allottee to resume production within a period of three months. In case the allottee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.
31. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee duly attested by the Magistrate First Class within a week from the registration of the deed by Regd. A/D post or in person.
32. 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 HSIDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
33. That the HSIDC will be competent to resume plots/sheds in its Industrial Estates in case an allottee defaults in complying with the terms and conditions of allotment/transfer/leasing etc. The resumption of plot/shed would be done by the HSIDC after giving show cause notice. Upon resumption, the principal amount deposited by the allottee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest and penalty, if any, paid on the installment(s), if any, shall also stand forfeited. The allottee will be free to remove the structure/debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. The allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.
34. That the plot/shed once resumed shall not be restored by HSIDC. However, an appeal shall lie to a committee, comprising of the Financial Commissioner Industries, Haryana, Director of Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the HSIDC ordering resumption. The decision of the aforesaid committee shall be final and binding.



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

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

Signature _____

Dated _____

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

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

Witness:

Signature: _____

Name: _____

Residence: _____

Occupation: _____

Plot / Shed No. 135, Sector-6, IIT Mandi



Signature _____

Dated _____

For Haryana State Industrial Development Corporation Ltd.

Signed by the said Shri _____ for and on behalf of
Haryana State Industrial Development Corporation Limited and acting under the authority at
_____ on the _____
day of _____.

In the presence of :

Witness:

Signature: _____

Name: _____

Residence: _____

Occupation: _____

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