

REGULAR LETTER OF ALLOTMENT WITH OFFER OF POSSESSION
(N.I.D.P. of November 1999)

Registered

To

M/s Badve Engineering Pvt. Ltd.,
Plot No. D-39, MIDC Area Waluj,
Aurangabad,
MAHARASHTRA.

Ref.No.HSIDC:BWL: 200 4:

5805

Dated:

11.2.04

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

Dear Sir,

1. Kindly refer to your application no. 509 4 2 for allotment of an Industrial plot/shed in Industrial Estate: Bawal.
2. It has been decided to consider you for allotment of a plot/shed bearing No. 19 to 21 & 36 to 38 tentatively measuring 40 50 sq.mtrs. each square meters in Sector/Block/Phase 6 (Six) in Industrial Estate Bawal for setting up an Industrial Project of Engineering 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.)
Bawal	6 (Six)	19 to 21 & 36 to 38		40 50 X 6 = 24 300 .	1, 45, 80, 000/-

- b) A demand draft of the value of Rs. 21, 33, 000/- drawn in favour of Estate Division, HSIDC in order to complete 25% of the price of plot/shed including Rs. 15, 12, 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	11.08.2004	11.02.2005	11.08.2005	11.02.2006	11.08.2006
Principal Amt. Due	2187000.00	2187000.00	2187000.00	2187000.00	2187000.00
Interest	599777.00	485095.00	357889.00	242547.00	119296.00

Total = 2786777.00 2672095.00 2544889.00 242547.00 2306296.00
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

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, 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.

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.mrts.	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.

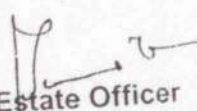
32. APPEAL:-

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:

The Asstt. Gen Manager(IA),
HSIDC Growth Centre,
Bawal,
Distt: Rewari (Haryana).


Estate Officer
For Haryana State Indl. Dev. Corpn. Ltd