

ALLOTTED UNDER PRESTEGIOUS PROJECT CATEGORY WITH
INVESTMENT ABOVE RS. 30 CRORE

**HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION**

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

Telephone: 0172-2590481-83, fax: 0172-2590474

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

Registered

To
M/s. DLK Designs Pvt Ltd.
A-168, Preet Vihar,
Delhi - 92.

Ref No. HSIDC:RLA/Kundli: 14285 Dated: 5.11.2008

**Subject: Regular Letter of Allotment (RLA) of Plot No. 113 Sector 56
measuring 4050 Sq.Mtr. at I.E, Kundli**

Sir/Madam,

¶ **WHEREAS** your application for allotment of an industrial plot/shed in the Industrial Estate, Kundli has been considered by the Allotment committee, pursuant to State Govt.'s Industrial Policy – 2005 and Estate Management Procedures –2005 (EMP) of the HSIDC.

AND WHEREAS it has been decided to allot you Plot No.113 sector 56 measuring 4050 Sq.Mtr. at I.E., Kundli for setting up an industrial project of Copper Wire & Copper Applications along with offer of physical possession of the aforesaid plot subject to the terms & conditions contained hereinafter as well as in the format of the agreement annexed hereto as appendix-A, which shall be read as part & parcel of this RLA. The tentative area and price of the plot are specified hereunder:-

Estate	Sector	Plot No.	Approx. dimensions	Area (Sq Mtrs)	Rate per sq meter	Tentative Price (Rs.)
Kundli	56	113		4050	5500	2,22,75,000



HSIIDC

Estate	Sector/ Phase No.	Plot/Shed No.	Appx. dimensions in Meters	Area (Sq.mtr.)	Rate per square meter	Tentative Price

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

(i) You are advised to carefully go through the contents of the RLA, as well as the terms & conditions stipulated in the **Appendix-A**. You shall be required to submit the Letter of Acceptance, in **Appendix-B**, appended to the printed agreement format enclosed with the RLA, duly signed (each page), in token of having accepted the allotment of above noted plot/shed, including the 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 draft/banker's cheque of the value in the sum of Rs. 55,71,250/- in favour of Haryana Industrial and Infrastructure Development Corporation (HSIIDC), Panchkula drawn on a 55,68,750/- page), in token of having accepted the allotment of above noted plot/shed, including the conditions contained hereunder and as stipulated in **Appendix-A**; 10% after including Rs. 22,27,500/- towards 10% earnest money, already paid by you at the time of submission of application. The amount towards 25% of the tentative price shall be paid 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 of 22,27,500/- in lumpsum, within a period of 60 days from the date of issuance of RLA, without any interest;

(iii) In the event you fail to submit the Letter of Acceptance, together with payment towards 25% of RLA or with interest thereon @ 14% p.a. within further extendable period of 30 days or thereafter on your part to pay the total balance payment of the tentative price, in lumpsum without interest a period of 60 days from the date of issuance of RLA, please note that in such eventualities the allotment shall automatically laps after the expiry of above stipulated period of 60 days; and the amount deposited by you, as earnest money, will be refunded without any interest through a payee cheque, drawn on our Bank at Panchkula.





HSI IDC

- (iv) Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute an Agreement, in writing, with HSI IDC, at Panchkula, incorporating therein the terms & conditions, as contained in **Appendix-A**, on the printed agreement, attached with the RLA, as per instruction given therewith, within a period of 60 days from the date of issuance of RLA. This period of 60 days allowed for execution of the agreement will, however, be extendable further by HSI IDC at its sole discretion, but in case, after fulfilling any of the conditions precedent as specified at 2(i) & 2(ii) above, you fail to execute the agreement within the extended period, the allotment shall become liable to be cancelled and the principal amount received towards the tentative price shall be refundable to you without any interest, after forfeiting 10% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSI IDC on account of interest and/or penal interest, as the case may be, shall be non-refundable.
- (v) After the acceptance of the allotment of aforesaid plot/shed, in case you do not opt to pay the balance amount of 65% 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 65% 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 :-

Plot Size 4050 Sq Mtrs
Cost of plot 5500 per sq mtr
Total plot cost 22275000 Rs.
35% Plot cost 7796250 Rs.
Date of allotment 5-Nov-08
Schedule of payment of balance 65% of plot cost (amount in Rs.)

Particulars	1st instalment	2nd Instalment	3rd instalment	4th instalment	5th instalment
Date of instalment	5-May-09	5-Nov-09	5-May-10	5-Nov-10	5-May-11
Principal	2895750	2895750	2895750	2895750	2895750
Interest	789786	642301	473872	321151	157957
Total	3685536	3538051	3369622	3216901	3053707

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

- (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 HSI IDC after the default having been committed, the plot/shed shall become liable for resumption.
- (vii) Although possession of the aforesaid plot/shed has been offered, it is, however, made clear that physical possession of the same shall be delivered to you only after you have executed an agreement, in writing, as stipulated therein-above. Any delay on your part to execute the agreement and to takeover the possession of the plot/shed shall not exempt your liability to pay the interest on the outstanding amount towards the price as well as qua the non-implementation of the project within the stipulated period. Thus, after executing the aforesaid agreement, you may immediately contact our filed office at Pundw to take the physical possession of the plot/shed through a letter of possession, in writing, from the concerned filed office.

Plot No 113, Sec 56, K...



HSI IDC

(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, any incidental or connected matter thereto, shall be payable by you, in lumpsum, within 30 days of 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 enhanced compensation within a period of three months from the date of notice, the aforesaid plot/shed shall also be liable to be resumed. The aforesaid plot/shed shall be liable to be resumed inter alia on the ground for breach of any of the terms & conditions stipulated in the agreement, referred to herein above.

3. **AND WHEREAS** after having accepted the allotment and/or making payment of 35% 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 35% of the total tentative price of the aforesaid plot/shed. Any amount paid to HSI IDC on account of interest and/or penal interest and penalty shall be non-refundable.

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

IIIrd Inst. 31/08/10
Principal 33,69,622
Inst. 1,57,249 (for 4 months)
35,26,891
~35,28,000

For Haryana State Industrial and Infrastructure
Development Corporation Ltd.



Encls.

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

IInd Inst. 06/04/10

Principal 35,38,051

Inst. 2,11,949 (for 5 months 3-4 days)

37,50,000

Inst. Inst. 36,85,536
Paid (-) 30,00,000
6,85,536
Inst. (+) 24,464
7,10,000



HSIIDC

Appendix - A

TERMS AND CONDITIONS / FORMAT OF AGREEMENT

WHEREAS the HSIIDC had offered to the allottee an industrial plot/shed No. 113 measuring 4050 square meters, Sector/Phase/Block 56 in Industrial Estate KUNDLI at the tentative price of Rs. 5,500 (Rupees FIVE THOUSAND FIVE HUNDRED only) per square meter, for setting up an industrial project of COPPER WIRE & APPLICATIONS pursuant to the notified Industrial Policy-2005 (IP) of the State Government and the Estate Manager Procedure-2005 (EMP) of HSIIDC, subject to the terms & conditions, contained in the RLA bearing No. KUNDLI: 14285 dated 05-11-2008 and herein;

AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated 05-12-2008 and furnished bank draft/pay order for Rs. 55,68,750/- (Rupees Fifty Five Lacs Sixty Eight Thousand Seven Hundred Fifty only) being 25% of the tentative price, in addition to 10% of the tentative price deposited alongwith the application for allotment in order to make 35% of the tentative price of the Plot / Shed.

*AND WHEREAS the allottee has also paid the remaining 65% of the balance outstanding amount of Rs. _____ (Rupees _____ only) towards tentative price, within the stipulated period mentioned in the RLA;

*AND WHEREAS the allottee has opted to pay the balance amount of 65% 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	<u>5-May-09</u>	<u>5-NOV-09</u>	<u>5-May-10</u>	<u>5-NOV-10</u>	<u>5-May-11</u>
Principal Amount (in Rs.)	<u>28,95,750</u>	<u>28,95,750</u>	<u>28,95,750</u>	<u>28,95,750</u>	<u>28,95,750</u>
Interest (in Rs.)	<u>789786</u>	<u>642301</u>	<u>473872</u>	<u>321151</u>	<u>157957</u>
Total (in Rs.)	<u>3685536</u>	<u>3538051</u>	<u>3369622</u>	<u>3216901</u>	<u>3053707</u>

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of the HSI IDC, having agreed to allot plot/shed No. 113 measuring 4050 square meters, Sector/~~Block~~/Phase 56 for setting up an industrial Estate KUNDLI an industrial project of COPPER WIRE & APPLICATIONS the allottee in lieu of tentative price of Rs. 2,22,75,000/- Rupees Two Crores Twenty Two Lacs Seventy Five Thousand only) @ Rs. 5,500 per square meter paid by the allottee OR against which the allottee has paid Rs. 55,68,750/- (Rupees Fifty Five Lacs Sixty Eight Thousand Seven Hundred Fifty only) to HSI IDC towards 25% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited alongwith the application for allotment and has further agreed to pay to HSI IDC the remaining 65% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.

- (a) The balance 65% of the tentative price of the aforesaid plot/shed shall be paid by the allottee to HSI IDC through bank draft representing the installment amount, including the principal and interest thereon, on or before the due date specified in the above mentioned schedule of payment and that the said bank draft shall be furnished in the concerned field office of the HSI IDC Industrial Estate KUNDLI
- (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(s) till the date of payment; and that in case the allottee perpetuates such default(s) making the payment of installments beyond the time allowed by HSI IDC after the default having been committed, aforesaid plot/shed shall be liable to be resumed.

*** Strike whichever is not relevant.**

2. That any additional price of the aforesaid plot/shed, as consequence of enhancement in compensation that may be awarded by the Court(s) in the matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the allottee, in lump-sum, within 30 days from the date of issuance of demand notice, failing which penal interest @ 14% p.a. shall be charged on the due amount from the date of notice till the date of payment. In the event of non-payment of such enhanced compensation, within a period of three months from the date of notice, the aforesaid plot/shed shall also become liable to be resumed.
3. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the HSI IDC will not be responsible for leveling uneven site; and that the allottee shall be liable to pay additional sum/money



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

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

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

*Strike whichever is not applicable.

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

- a) The allottee shall be required to take possession of plot, submit building plans and start construction at site within six months of allotment.
- b) The allottee shall raise construction atleast to the extent of plinth level within one year of allotment.
- c) The allottee shall complete the minimum required construction for completion of project and finalize tie-up for procurement of plant and machinery within two years.
- d) The allottee shall implement the project after constructing atleast 25% of the permissible covered area and raising investment in fixed capital assets (minimum of Rs.30 crores) in the project as per project report within three years of allotment and submit documents in this regard to the Corporation.

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





AXISB/CCSU-RAJOURI/2016-17/2519

Date: 12-05-2017

To,

The Branch Head
Axis Trustee Services Limited.,
New Delhi.

Dear Sir

Re: M/s DLK Designs Pvt Ltd (Merged with M/s.Kanodia Technoplast Limited.)

SUB: Release of Title Deeds of the Industrial property located at Plot No-113, Sector 56, Industrial Estate, Phase V, Kundli, Sonapat, Haryana.

We refer to your letter dated **06.06.2017** regarding handing over of title deeds of the captioned property to Mr.Naveen Kumar, Assistant General Manager, Axis Trustee Services Limited.

We are handing over the under-mentioned documents held with us in original to Mr.Naveen Kumar, Assistant General Manager, Axis Trustee Services Limited., to act as a custodian of the title deeds of the above mentioned property on our behalf.

The List of Title Deeds is mentioned below:

1. Original regular letter of allotment No.14285 dated 05.11.2008 issued by HSIIDC to M/s.DLK Designs Private Limited. (Booklet containing 15 pages.)
2. Original physical possession letter No.2078 dated 07.10.2010 issued by HSIIDC and letter No.3316 dated 07.10.2010.
3. Original Conveyance Deed dated 01.07.2011 between HSIIDC and M/s.DLK Designs Private Limited. (52 stamp papers and a site plan.)

We hereby confirm we have handed over all the Title Documents pertaining to the above mentioned property, now we do not hold any other documents with regard to the said Property

Please note that this property is being handed over only for the purpose of creating charge in our favor as per the sanctioned terms (i.e. first charge in favor of M/s.Piramal Finance Private Limited., and second charge in favor of the working capital bankers.)

Kindly acknowledge the receipt of the aforesaid documents by signing the duplicate of this letter.

Yours faithfully

Dabo.
Geetu Kalra
CCSU Head & SRM

*Received
Originals at P. No.
1 to 3 above,
Naveen
07/06/17*





हरियाणा राज्य औद्योगिक
एवं संरचना विकास
निगम लिमिटेड



2590-0 ✓
Haryana State Industrial &
Infrastructure Development
Corporation Ltd.

Ind. Estate Kundli,
Ph.: 2370846
Fax.: 0130-2219535

(A State Government Undertaking)

No. HSIIDC: Estate: K:09 2008

Dated..... 7.10.70

Regd.

M/s DLK Designs (P) Ltd.,
A-168, Preet Vihar,
Delhi-110092.

Sub: - **Handing over the physical possession of plot no. 113, measuring 4050**
sq. mtr. at Sector-56, Phase-IV, Industrial Estate Kundli.

Dear Sir,

This has reference to your request dated 06.10.2010 for taking over the physical possession of plot no. 113, Sector-56, Phase-IV, Industrial Estate / Kundli which was allotted to you vide RLA no. 14285 dated 05.11.2008.

In this connection, you are requested to approach the office of SM (IA) / Kundli for taking over the possession of the said plot. The signature of Sh. Luv Kumar authorized director of M/s DLK Designs (P) Ltd. is attested below.

(Sh. Luv Kumar)

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

Estate Manager

C.C.
SM(IA), HSIIDC,
Indl. Estate, Kundli.

-With the request to hand over the physical possession of plot no. 113, measuring 4050 sq. mtrs. at Sector-56, Phase-IV, Industrial Estate / Kundli to M/s DLK Designs (P) Ltd. through its authorized director Sh. Luv Kumar under intimation to this office. In case if there is any excess area found at site, this office may be informed so that excess area cost could be recovered before handing over the possession of plot.

HSI IDC - your partner in progress

पंजीकृत कार्यालय : नं० सी० 13-14, सैक्टर-6, पंचकुला-134109

REGD. OFFICE : C-13-14, SECTOR-6, PANCHKULA TEL.: 2590481-83, Fax : 91-(172) 2590474, E-mail: hsidc@chd.nic.in Website: www.hsiidc.org

New Delhi Office : Tel:- 23347680-81-82, Fax: (91-11) 23347686 E-mail : hsidc@vsnl.net

HARYANA STATE INDL. & INFRA. DEVELOPMENT CORPORATION LTD.
INDUSTRIAL ESTATE, KUNDLI.

No: HSIA / K / 2010 / 3316

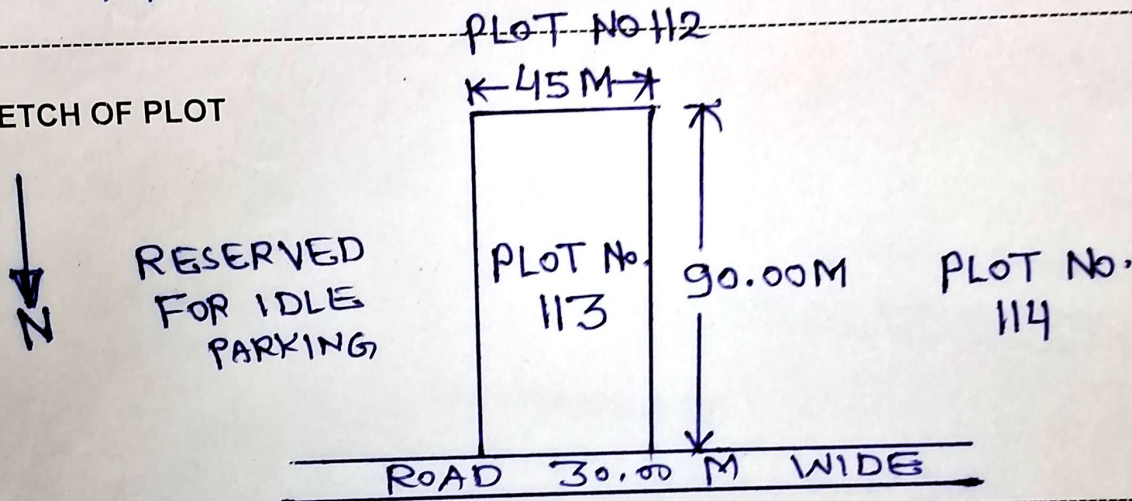
Dated:- 7-10-2010

Reg.: Physical possession of Plot No. 113 Sector No. 56, PH-IV Indl. Estate, Kundli.

This is certify that the physical possession of Plot No. 113 Sector No. 56, PH-IV Indl. Estate, Kundli of size 45.00 X 90.00 M = 4050.00 sq. mtr. has been handed over to Sh. / Smt. Luv Kumar (authorized representative of allottee)

on this day 7-10-2010 Regular Allotment Letter (RLA) No. 14285 dated 5-11-08 and Estate Division letter No. 2079 dated 7-10-2010

SKETCH OF PLOT



Possession handed over

Asstt. Manager (Civil)

Possession taken over

Signature

LUV KUMAR

Name of Allottee DLK DESIGNS Pvt Ltd.

Seal of firm / company A-148, PREET VIHAR,

DELHI-110092

For Hr. State Indl. & Infra. Dev. Corpn. Ltd.,

Manager (IA)

Indl. Estate Kundli

CC.to:-

- 1 The Senior Manager (IA), HSIIDC, Indl. Estate. Kundli
- 2 The Estate .Manager, HSIIDC, Indl. Estate, Kundli

{ For kind information
{
{ please.

4323

2559-0



हरियाणा HARYANA

787882

Cost of Plot: Rs 22275000/-

Stamp duty@5%: Rs. 1113750/-

Date of purchase of stamp duty Paper -03.06.2011

CONVEYANCE DEED

This deed of conveyance made on the 1st day of July in the year 2011 between the **Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C-13 & 14, Sector-6, Panchkula**, hereinafter called the transferor of the one part, which expression shall include its successor, assignees, administrators, executors **M/s D.L.K Designs Pvt. Ltd.** through its authorized Signatory **Sh. Mukul Jain**, having Registered office at **A-168, Preet Vihar, Delhi- 110 092** (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.) Whereas the plot/shed hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

Whereas Industrial Plot No 113, Sec-56, Phase-V in Industrial Estate, Kundli, measuring ~~4050~~ sq. mtr. was allotted to the transferee, in pursuance to its application for allotment of the plot for the purpose of **setting up of an industrial project of Manufacturing of Copper Wire & Copper Applications**. As per the terms and conditions, contained in the Agreement/supplementary Agreement dated **17.11.2009**, allotment /transfer letter no-**14285** dated **5.11.2008** which shall continue to remain part and parcel of this deed.

FOR DLK DESIGNS PVT. LTD.

[Signature]
Authorised Signatory

4r State Indl. & Infra. Dev. Corpn. Ltd.

[Signature]
Estate Manager

$$\frac{25000}{44} + \frac{10000}{1} + \frac{1000}{3} + \frac{500}{1} + \frac{1000}{2} + \frac{50}{1} = 1113750/-$$

M/s DLK Designs (P) Ltd. kundli Conveyance
HSIIDC kundli High Vivek

प्रलेख नः 4323

दिनांक 01/07/2011

डीड संबंधी विवरण

डीड का नाम	CONVEYANCE OUTSIDE MC AREA		
तहसील/सब-तहसील	सोनीपत		
गांव/शहर	080-कुण्डली		
धन संबंधी विवरण			
राशि जिस पर स्टाम्प ड्यूटी लगाई	22,275,000.00 रुपये	स्टाम्प ड्यूटी की राशि	1,113,750.00 रुपये
रजिस्ट्रेशन फीस की राशि	15,000.00 रुपये	पेस्टिंग शुल्क	3.00 रुपये
रूपये			

Drafted By :

यह प्रलेख आज दिनांक 01/07/2011 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी HSIIDC पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी कुण्डली द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

[Signature]
श्री HSIIDC thru नान्दाराम (OTHER)

उप/संयुक्त पंजीयन अधिकारी
सोनीपत

[Signature]
SUB-REGISTRAR
SONEPAT

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी मुकुल जैन केता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी राजपाल ल पुत्र/पुत्री/पत्नी श्री निवासी कुण्डली व श्री/श्रीमती/कुमारी सनजय कुमार जैन पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी दिल्ली ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 01/07/2011

उप/संयुक्त पंजीयन अधिकारी

सोनीपत

[Signature]
SUB-REGISTRAR
SONEPAT

Revenue Department Haryana

HARIS-EX

NIC-HSU





हरियाणा HARYANA

-2-

787881

Whereas the transferee has made the full payment amounting to Rs. 2,22,75,000/- (Rupees two crores twenty two lacs seventy five thousand only) as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the allotment letter, agreement & supplementary agreement and further in consideration of the said sum of Rs Rs. 2,22,75,000/- (Rupees two crores twenty two lacs seventy five thousand only) paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No 113, Sector-56, Phase-V, in Industrial Estate, Kundli, measuring 4050 sq. mtr. 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, falling 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.
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

FOR DLK DESIGNS PVT. LTD.

Authorised Signatory

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

Estate Manager



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-2005, as amended from time to time (hereinafter called EMP) and installation of the plant and machinery.

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 :-

- 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.

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.

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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 field office of the transferor, in writing, that the project has been completed, along with 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 along with 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.
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.

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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 of gift, mortgage, lease or any other way without specific written approval from the transferor.
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

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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 along with following documents: -
 - a) Original letter of allotment.
 - b) Proposed agreement to sell.
 - c) Project report of the proposed transferee, in case of any change of project.
 - d) Statement of means of financing of 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.

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16. That the change in shareholding may be allowed only if the original allottee/transferee or his family members (spouse, son, daughter, wife, parents, and 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.
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

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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 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 falling 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

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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, Strom Water, drainage, sewerage, CETP, STP, pumping charges etc. 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 along with interest @ 14% p.a. In the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.
24. That the transferor may, but 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

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- 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 it's 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 cases etc., as imposed on the said plot/shed by the competent authority from time to time.
 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 over all 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

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resume production activity within the given time, the plot/shed shall be liable to be resumed.

31. That if the transferee appoints any attorney, he/she/they shall submit the certified copy of the Registered Power of Attorney along with 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.
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 and 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.

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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.
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 Govt. 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.

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

PARTY OF FIRST PART:

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

Estate Manager

Witness:

PARTY OF SECOND PART:

Witness

1- श्री राजपाल लम्बरदार पुत्र
श्री चन्द्रान, हुण्डली ।

M/s D.L.K Designs Pvt. Ltd.
Authorized Signatory

FOR DLK DESIGNS PVT. LTD.

Authorized Signatory

2- श्री संजयकुमारपेन पुत्रत्व0 श्री स्व0स्त0 जैन
निवासी 4-2/7, आर0पी0 बाग दिल्ली-7

Sanjay Jais

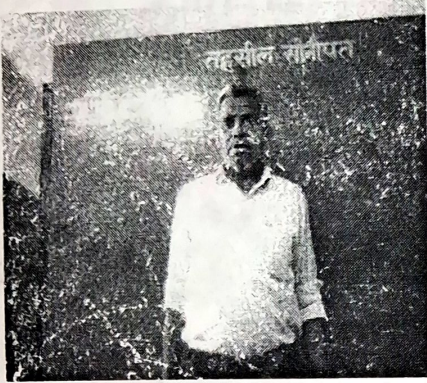
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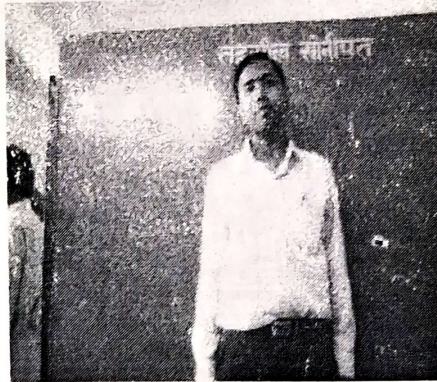
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4323

Reg. Year
2011-2012

Book No. 3/6/11
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विक्रेता



क्रेता



गवाह

विक्रेता

नान्हाराम

[Signature]

क्रेता

मुकुल जैन

[Signature]

गवाह 1:- राजपाल ल

[Signature]

गवाह 2:- सन्जय कुमार जैन

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,323 आज दिनांक 01/07/2011 को बही न: 1 जिल्द न: 798 के पृष्ठ न: 7 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 10,022 के 10023 पृष्ठ सख्या 97 से 101 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 01/07/2011

उप/सयुक्त पंजीसन अधिकारी

सोनीपत

**SUB-REGISTRAR
SONEPAT**

PLOT NO 112

RESERVED FOR PARKING

PLOT
NO. 113 PH. IV, HSIIDC SEC. 56
KUNDLISONIPAT. BELONGING
TO M/S DLK DESIGNS PVT LTD

AREA = 4050 SMT

PLOT NO 114

Hr. State (P.W.) & Infra. Dev. Corp. Ltd.

Estate Manager

FOR DLK DESIGNS PVT LTD 10.0 M WIDE ROAD

Authorised Signatory **SITE PLAN**

PLOT NO 113 PH. IV, HSIIDC SEC. 56
KUNDLISONIPAT. BELONGING
TO M/S DLK DESIGNS PVT LTD

KORAK B
Architect, CA 101/2747
H.N. Sec.-14,
PATEL VIHAR PH. 23698