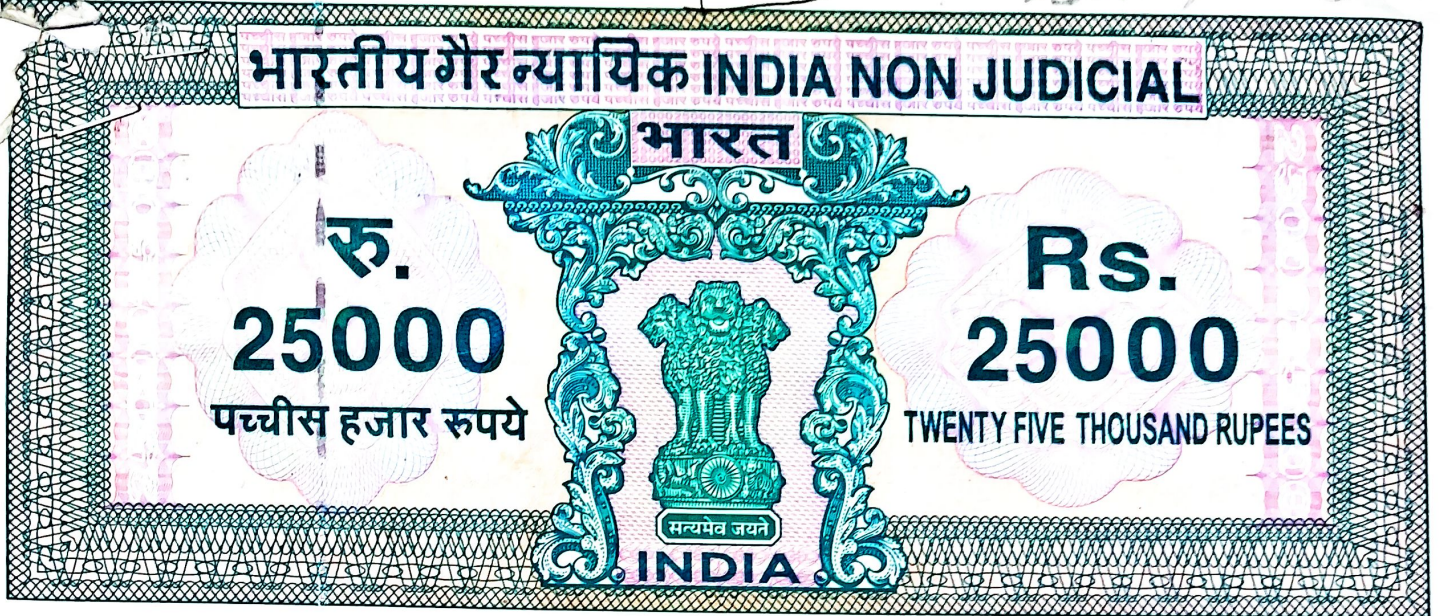


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हरियाणा HARYANA

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Total Cost of Plot: Rs. 8910000/-  
 Stamp duty @ 5%: Rs. 4455000/-  
 Date of Stamp duty Papers 14.09.2011

Rs. 4455000/-  
 Rel. T

**CONVEYANCE DEED**

This deed of conveyance made on the 16th day of August 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 through its authorized signatory; and M/s Kanodia Technoplast Limited having registered office at A-54, Wazirpur Industrial Area, New Delhi- 110 062 through its authorized Signatory Sh. Nitesh Garg S/o Sh. Suresh Garg hereinafter called the transferee of the other part (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.

For Hry. State Indl. & Infra. Dev. Corpn. Ltd.

*[Signature]*  
 Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*[Signature]*  
 AUTHORIZED SIGNATORY



मौ. कनौड़िया टेक्नोलॉजि लि. प्लॉट नं. 107, 11  
126-सौ. 53. कुण्डली हारा शिव कन्वेन्स डीडी  
आई आई डी. सी. लि. कुण्डली  
प्रलेख नं: 7068

दिनांक 16/08/2012

डीड का नाम	CONVEYANCE OUTSIDE MC AREA	डीड संबंधी विवरण
तहसील/सब-तहसील	सोनीपत	15/9/11
गांव/शहर	080-कुण्डली	
धन संबंधी विवरण		
राशि जिस पर स्ट्याम्प ड्यूटी लगाई 89,100,000.00 रुपये	स्ट्याम्प ड्यूटी की राशि 4,455,000.00 रुपये	
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये	

Drafted By: 0

यह प्रलेख आज दिनांक 16/08/2012 दिन गुरुवार समय 2:14:00PM बजे श्री/श्रीमती/कुमारी HSIIDC thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी  
सोनीपत

श्री HSIIDC thru जसमेर सिंह (OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी नितेश गर्ग क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी राजपाल न., पुत्र/पुत्री/पत्नी श्री निवासी कुण्डली व श्री/श्रीमती/कुमारी देवव्रत पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी दिल्ली ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है।

दिनांक 16/08/2012

उप/संयुक्त पंजीयन अधिकारी  
सोनीपत



507/1088  
Please advise you to undertake legal audit in respect of title documents of the above mentioned properties.  
Copy of this letter is also forwarded to Axis Trustee Services Ltd for their information and necessary action.

Please arrange to complete the legal audit at the earliest.

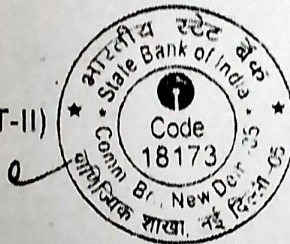
Yours faithfully,

-----Sd/-----

Relationship Manager (AMT-II)

✓ Copy to: Mr. Ganesh Tandon, Axis Trustee Services Ltd, 2<sup>nd</sup> Floor, 25 Pusa Road, Karol Bagh, New Delhi 110005 with request to co-operate with the firm for early completion of Legal Audit.

  
Relationship Manager (AMT-II)





- (h) Original Permission to mortgage dated 21.12.2012 issued by HSIIDC to M/s Kanodia Technoplast Limited, for mortgaging the property with State Bank of India, Commercial Branch, South Extension, Delhi
- (i) Occupancy Certificate No. 481 dated 19.05.2014, issued by HSIIDC in favour of M/s Kanodia Technoplast Limited. (Xerox Copy)





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Whereas Industrial Plot No.107,108, 125 & 126 Sec-53, Phase-V in Industrial Estate Kundli measuring 16200 Sq. mtr. was allotted / transferred to **M/s Kanodia Technoplast (P) Ltd.** for , setting up of project of manufacturing of **Flexible Packaging** in pursuance to his/its application for allotment / transfer of the plot, as per the terms and conditions, contained in the Agreement / transfer agreement dated **18.02.2009**, allotment /transfer letter dated **29.01.2009**, which shall continue to remain part and parcel of this deed.

\*Subsequently, on his/its request change in name of company was allowed by the transferor in favour of **M/s Kanodia Technoplast Ltd.** vide letter dated \_\_\_\_\_/ supplementary agreement dated \_\_\_\_\_ executed with the transferor, which shall continue to remain part and parcel of this deed.

\* **Strike out if not applicable.**

Whereas the transferee has made the full payment amounting to **Rs.89100000/- (Rupees Eight Crores ninety one lacs only )** as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the allotment letter / re-allotment letter, agreement & supplementary agreement and further in consideration of the said sum of to **Rs.89100000/- (Rupees Eight Crores ninety one lacs only )** paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 107,108,125 &126, Sec-53, Phase-V, in Industrial Estate Kundli, measuring **16200 sq. meters** on the following terms and conditions :-

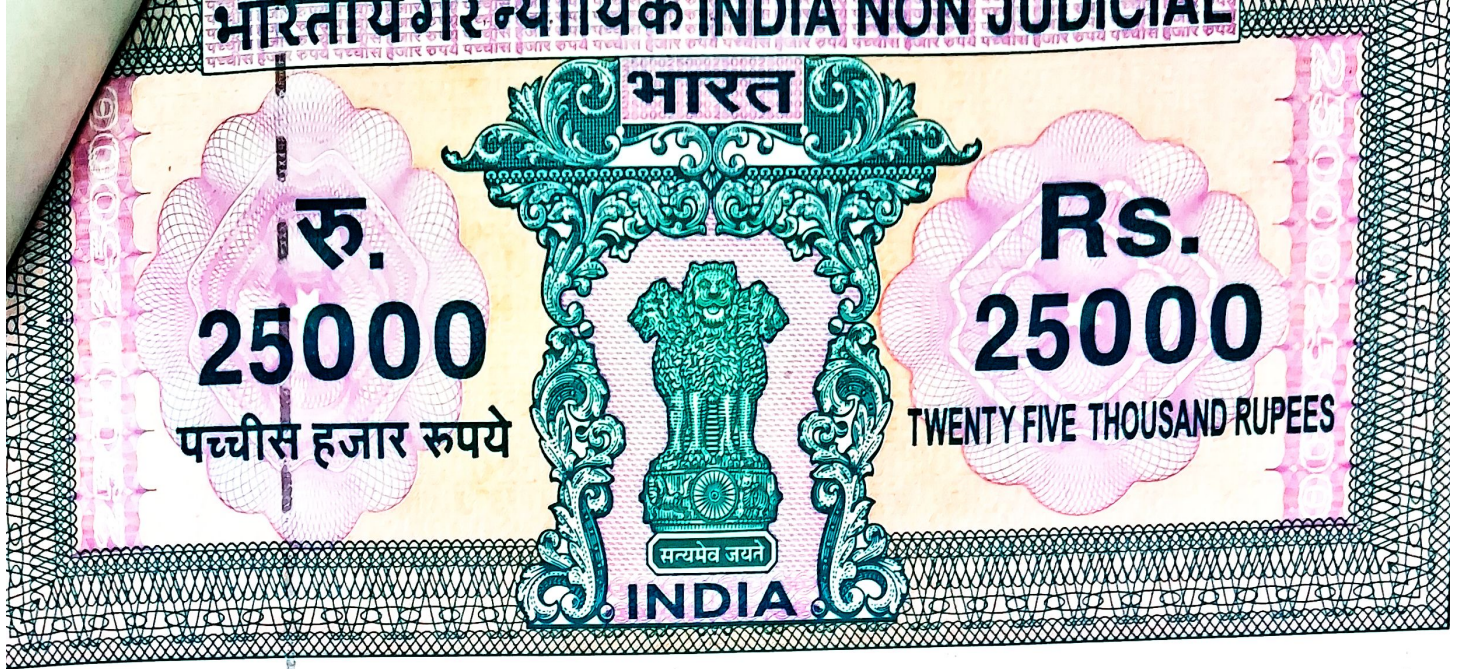
**Futty State Indl. & Infra. Dev. Corp. Ltd.**

*Robit*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Heitosh Arora*  
AUTHORIZED SIGNATORY





हरियाणा HARYANA

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1. That any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the transferee, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in six half yearly equal installments alongwith interest @ 11% p.a., on the balance outstanding. Default in payment of installments shall entail interest @ 14% p.a. for the defaulted period on the defaulted amount, compounded annually. In the event of non-payment of such enhanced compensation within permitted period, the aforesaid plot/shed shall also be liable to be resumed.
2. That the aforesaid plot/shed has been allotted on the "as is where is basis" and that the transferor will not be responsible for levelling uneven site; and that the transferee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which compensation, as assessed, had been paid by the transferor.
3. That the transferee has already constructed / shall construct the building on the aforesaid plot after getting the building plans approved from the competent authority and the said building plans have been/shall be approved in conformity with the building bye-laws, as applicable from time to time.
4. \*That the transferee has obtained an occupation certificate from the competent authority and has not made any alteration/addition after obtaining such occupation certificate.

\*That the transferee shall obtain an occupation certificate from the competent authority, before occupying the building and shall submit a copy of the occupation certificate in the concerned field office of the transferor within

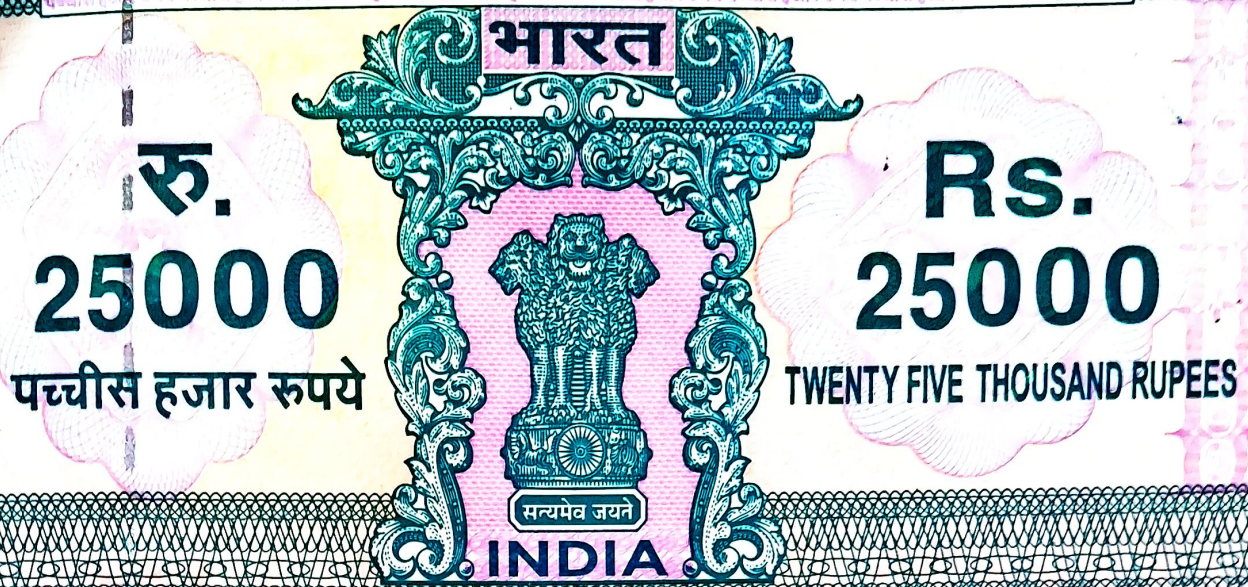
For State Indl. & Infra. Dev. Corpn. Ltd.

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Pertesh Chugh*  
AUTHORIZED SIGNATORY





हरियाणा HARYANA

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fifteen days of obtaining such occupation certificate. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as amended from time to time.

\* strike whichever is not relevant.

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

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

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

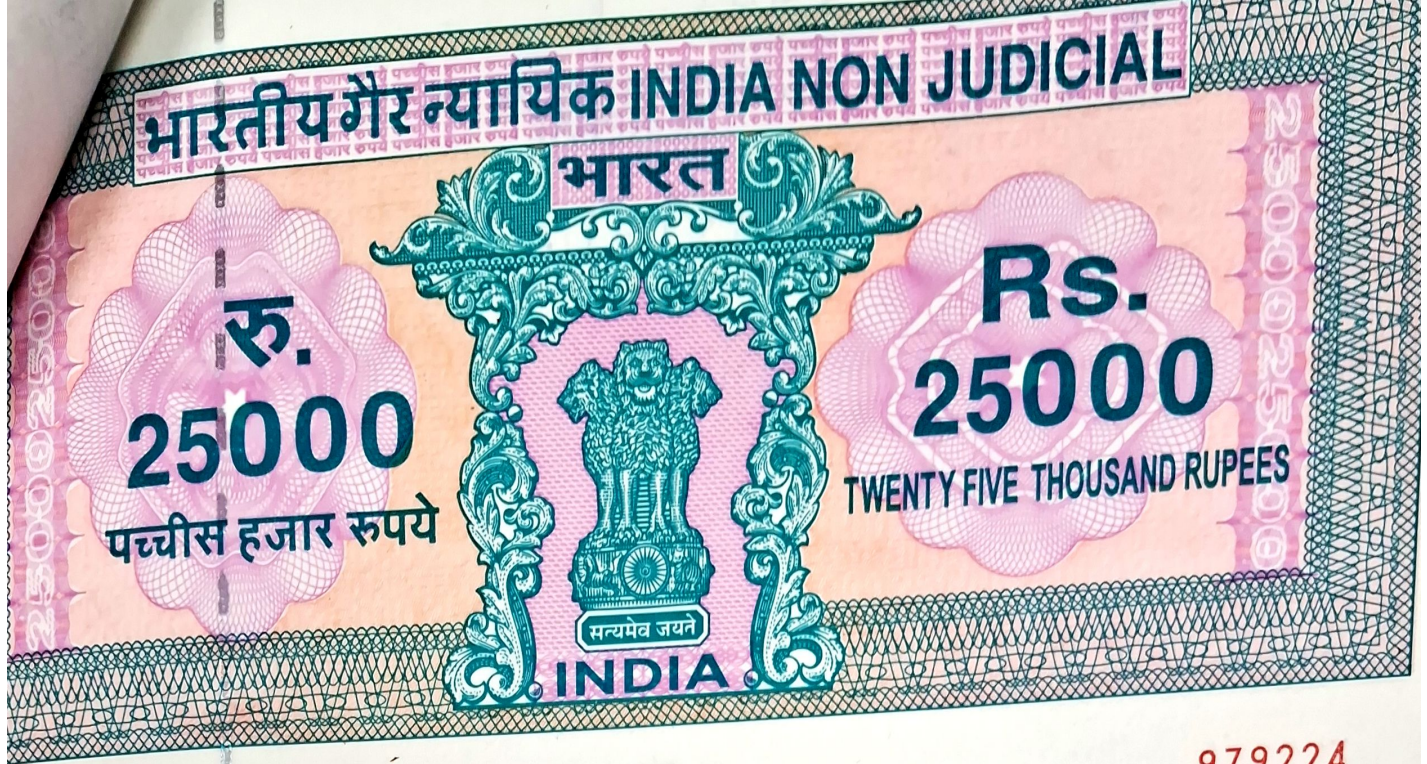
For Hy State Indl. & Infra. Dev. Corp. Ltd.

*Rohit*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Heeresh Chary*  
AUTHORIZED SIGNATORY





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

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

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

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

Hry. State Indl. & Infra. Dev. Corp. Ltd.

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

AUTHORIZED SIGNATORY



भारतीय गैर न्यायिक INDIA NON JUDICIAL

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पच्चीस हजार रुपये



Rs.  
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TWENTY FIVE THOUSAND RUPEES

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

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

Strike out in case not applicable

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

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

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

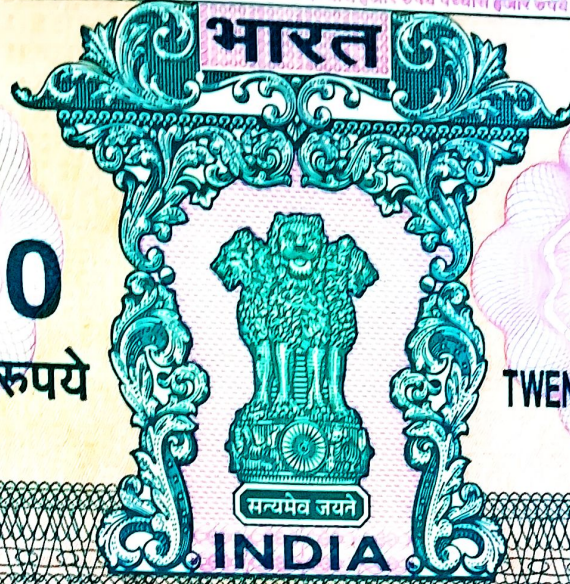
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\*The period of two years for implementation of the project by the transferee of the shed, may be further extended for one year by the transferor on payment of prescribed extension fee, applicable from time to time, with applicable interest, in case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

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

\* Strike out in case not applicable

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

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

The transferee shall, within fifteen days of completion of project, submit an application, on the prescribed format alongwith all the relevant

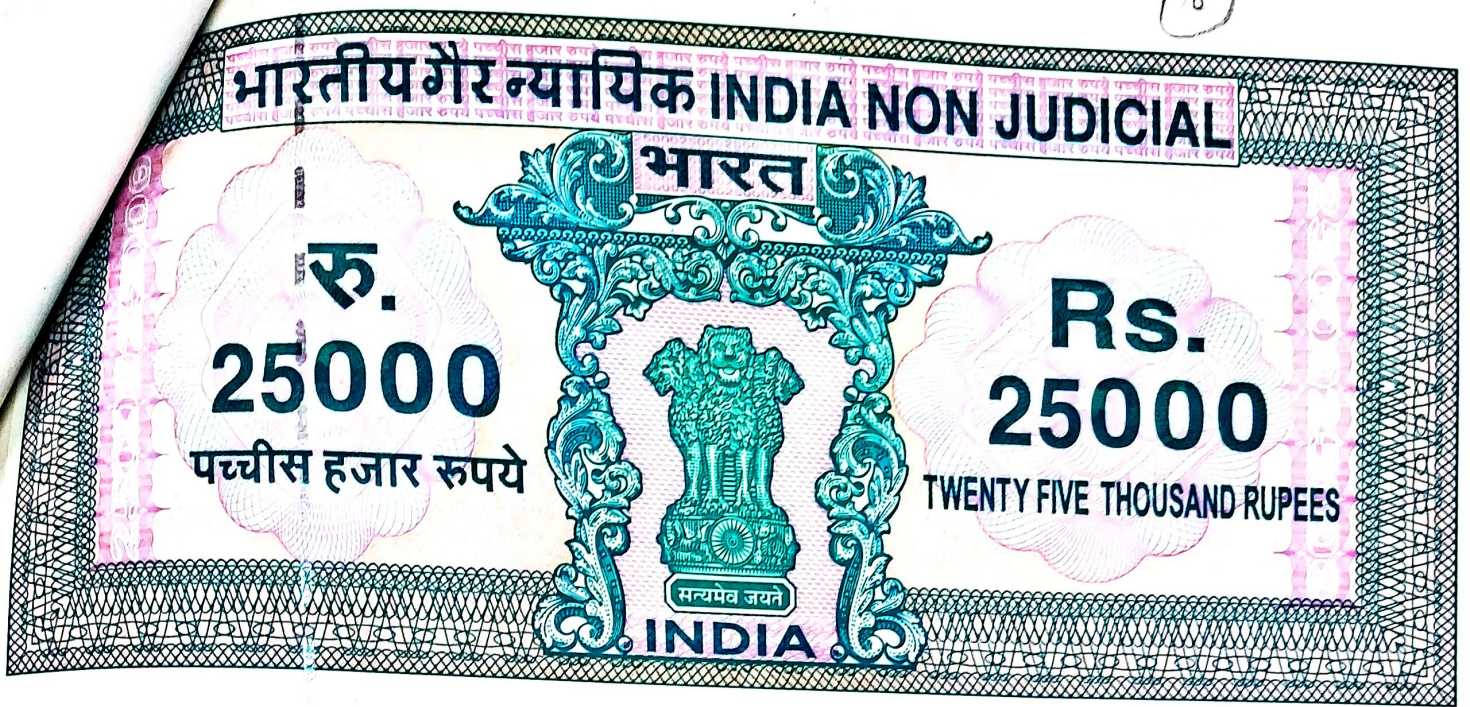
State Indl. & Infra. Dev. Corpn. Ltd.

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

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AUTHORIZED SIGNATORY





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documents/information, in accordance with the provisions contained in EMP-2011, to the concerned field office of the transferor, for issuance of project completion certificate.

9. That the transferee shall use and utilize the aforesaid plot/shed for the purpose for which it has been allotted and shall not change the nature of the project or related activities in any manner whatsoever, except with the prior permission, which may be granted by the transferor, only after considering the ground(s) and such other factors, as contemplated in the EMP-2011, provided that the allottee has paid requisite processing fee alongwith written request in this behalf. Violation, if any, shall entail resumption of the plot/shed.
10. That the use of the land and the building erected on the above said plot/shed shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per rules & regulations of the department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and the deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In the event of non-compliance by the transferee within the time permitted by the transferor, the aforesaid plot/shed shall be liable to be resumed and the transferee shall be required to remove such structure/debris from the plot at his own cost within a period of three months from the date of order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile transferee.
11. That the transferee shall not bifurcate the aforesaid plot except with the prior permission of the transferor. Bifurcation of the plot/shed shall, however, be governed and regulated in the manner as provided in the EMP-2011.

For M/s. State Indl. & Infra. Dev. Corp. Ltd.

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

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Rs.  
25000  
TWENTY FIVE THOUSAND RUPEES

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12. That the transferee shall have no right to transfer the land and building standing thereon by way of sale or gift, mortgage, lease or any other way, without specific written approval from the transferor.
13. That the transfer of the above said plot/shed may be allowed by the transferor if the project has been completed by the transferee, project completion certificate has been obtained from the transferor and the construction of building is as per the laid down norms, conveyance deed executed and only after the expiry of one year of project completion as defined in EMP-2011, subject to the condition that transferee shall utilise the plot/shed only for the permissible industrial activities. Such transfer shall, however, be subject to the provisions contained in EMP-2011 and payment of transfer fee with applicable interest at the rates prescribed in the Industrial Policy (IP) of the State Government and EMP-2011, as revised from time to time.

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

14. That the transfer of the aforesaid plot/shed, due to inheritance, will or within the family members of the transferee (except in the case of preferential allotment in favour of NRI/person with disability), succession due to death of the transferee/majority share holders or taken over by a Bank/Financial Institution may be allowed without charging transfer fee but the processing fee at the rates as prescribed in the EMP-2011, from time to time shall be

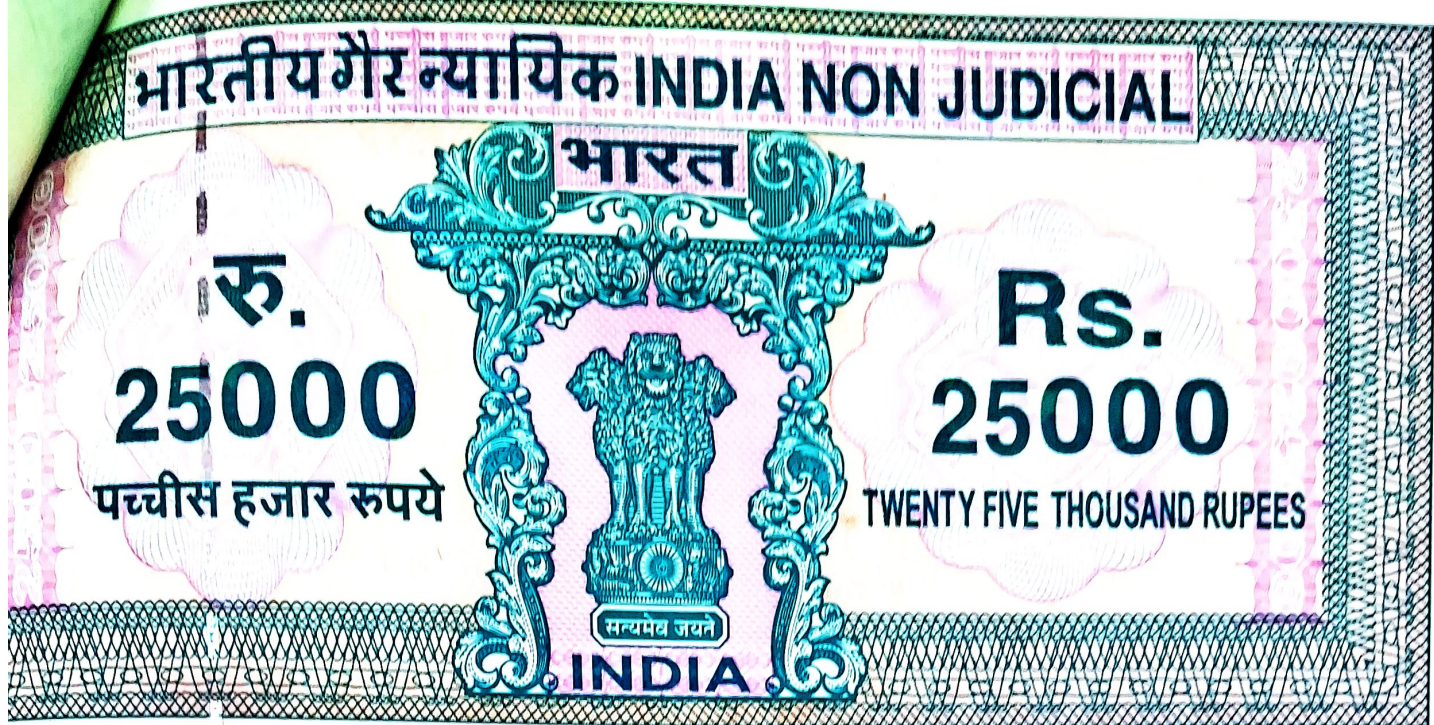
For Haryana State Indl. & Infra. Dev. Corpn. Ltd.

*[Signature]*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*[Signature]*  
AUTHORIZED SIGNATORY





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Charged. However, wherever applicable, the transferee shall be required to obtain prior permission of transferor before transfer of the plot/shed failing which transfer fee at the normal rate as specified in EMP-2011, alongwith applicable interest shall be charged from the transferee.

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

15. That for seeking permission for transfer of the aforesaid plot/shed, the transferee shall apply to the transferor alongwith following documents:-
- Original letter of allotment.
  - Letter of eligibility for transfer of the plot/ shed from the concerned Estate Manager
  - Agreement to sell.
  - Project report of the transferee, in case of any change of project.
  - Statement of means of financing of the transferee.
  - Other relevant details as may be specified by HSIIDC.

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

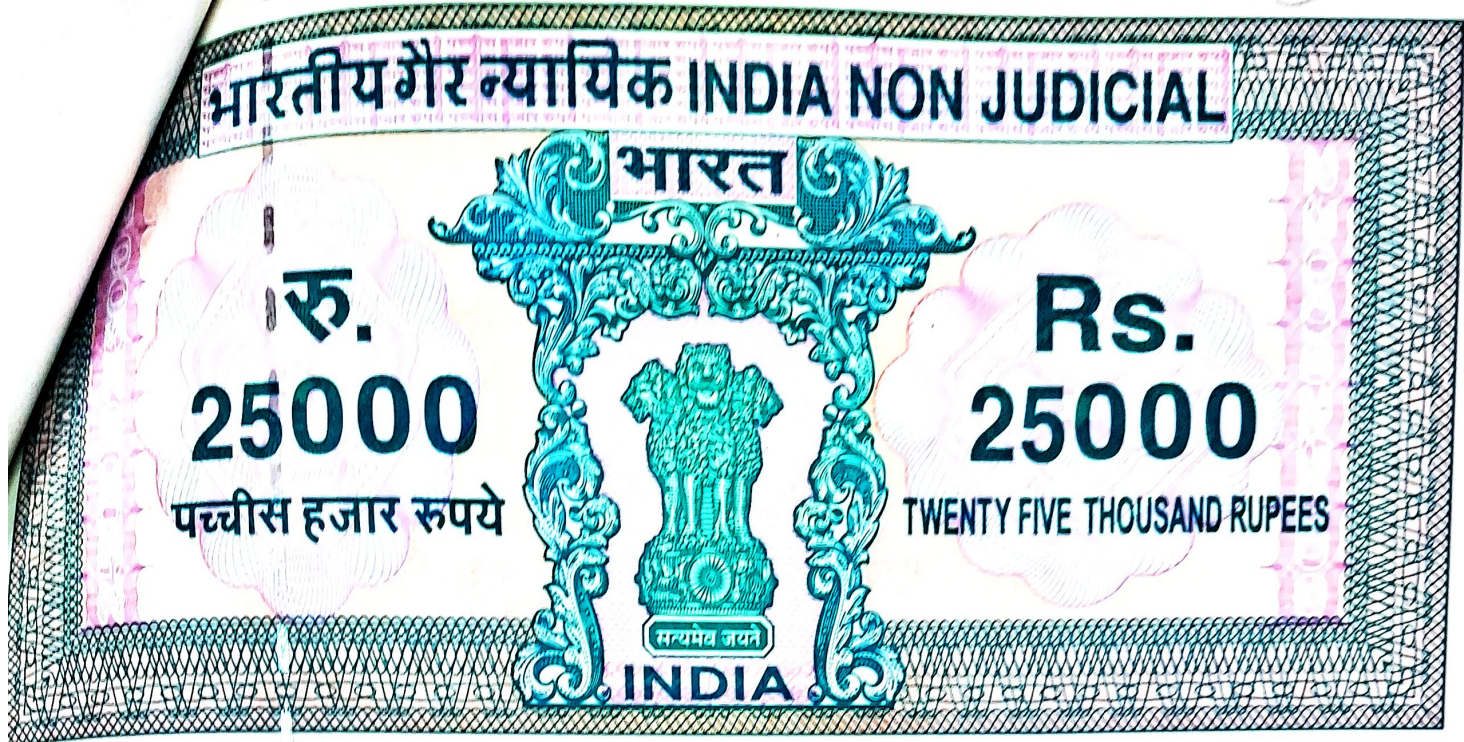
For Hry. State Indl. & Infra. Dev. Corp. Ltd.

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

AUTHORIZED SIGNATORY





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agreement for transfer of the industrial plot/shed shall be required to be executed by the purchaser with the HSIIDC.

16. That the change in constitution in favour of partnership firm/company may be allowed on payment of applicable processing fee only if the original allottee(transferee) or his family members (spouse, son, daughter, parents, brother, sister, grand son, grand daughter and their spouses) retain entire share holding /ownership of the firm/company/project. Prior permission of the transferor shall be mandatory. In case of preferential allotment, in favour of NRI/person with disability, the allottee must retain at least 51% stake in the firm/company/project till one year after project completion. In case, the change in constitution involves induction of the third party (other than family members as defined in EMP-2011) into the firm/company/project, before completion of the project, the same may be allowed by HSIIDC on payment of fee equivalent to 50% of transfer fee as defined in EMP-2011, for dilution of equity upto 26% and 100% of transfer fee for dilution of equity above 26% and upto 49% subject to the condition that the original allottee(transferee)/his family members retain minimum 51% share in the firm/company/project till one year after project completion. Prior written permission of transferor shall be mandatory. In case, the share of original allottee(transferee)/partners/shareholders in the firm/company/project falls below 51%, it shall amount to transfer and shall be dealt with under the relevant provisions.

That in case of the transferee being a private limited company, if becomes a public limited company and is listed with recognized stock exchange, the change in constitution may be allowed on payment of applicable processing fee subject to the condition that the transferee or his associates (family members), retain the

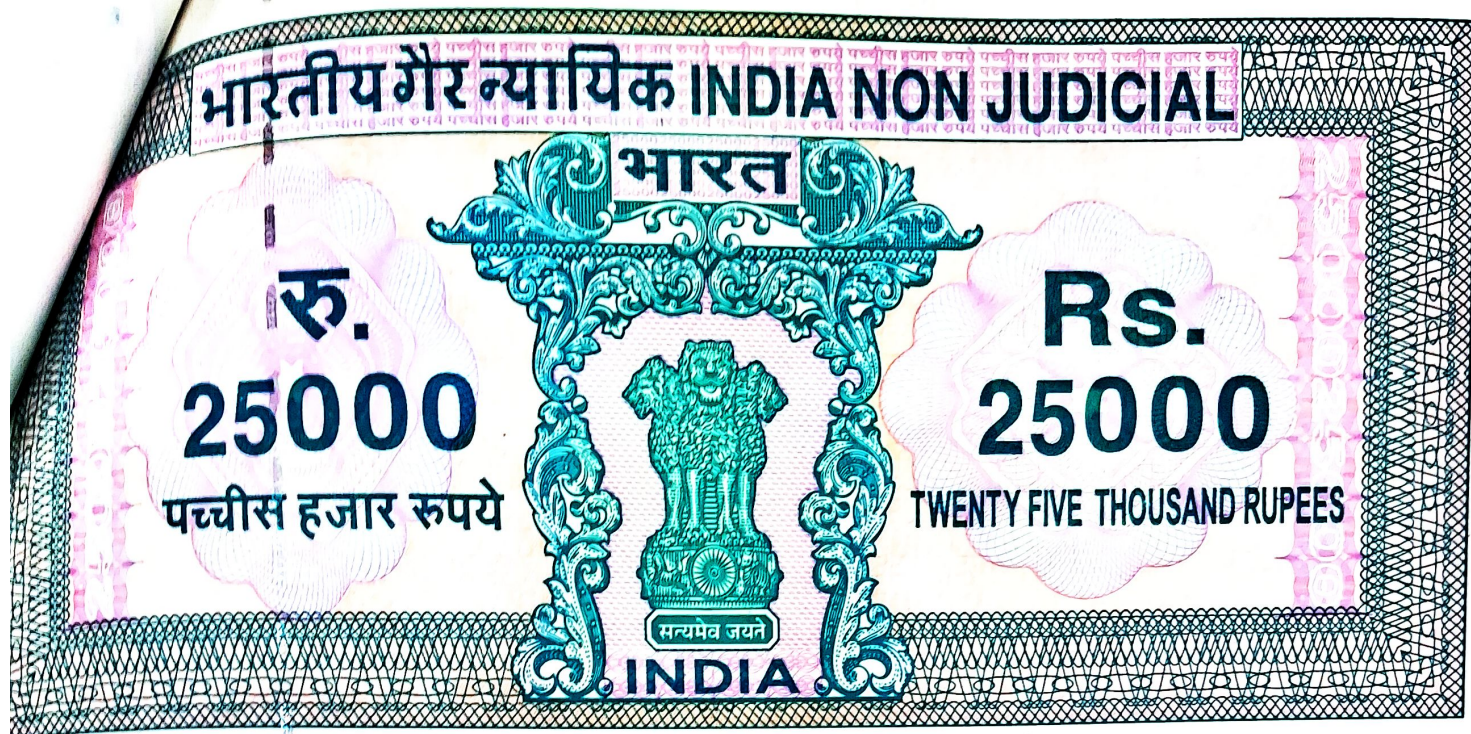
For Haryana State Indl. & Infra. Dev. Corpn Ltd.

*Rohit*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Milish Garg*  
AUTHORIZED SIGNATORY





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largest share holding with management control, otherwise it shall be treated as a case of transfer and shall be dealt with under the relevant provisions.

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

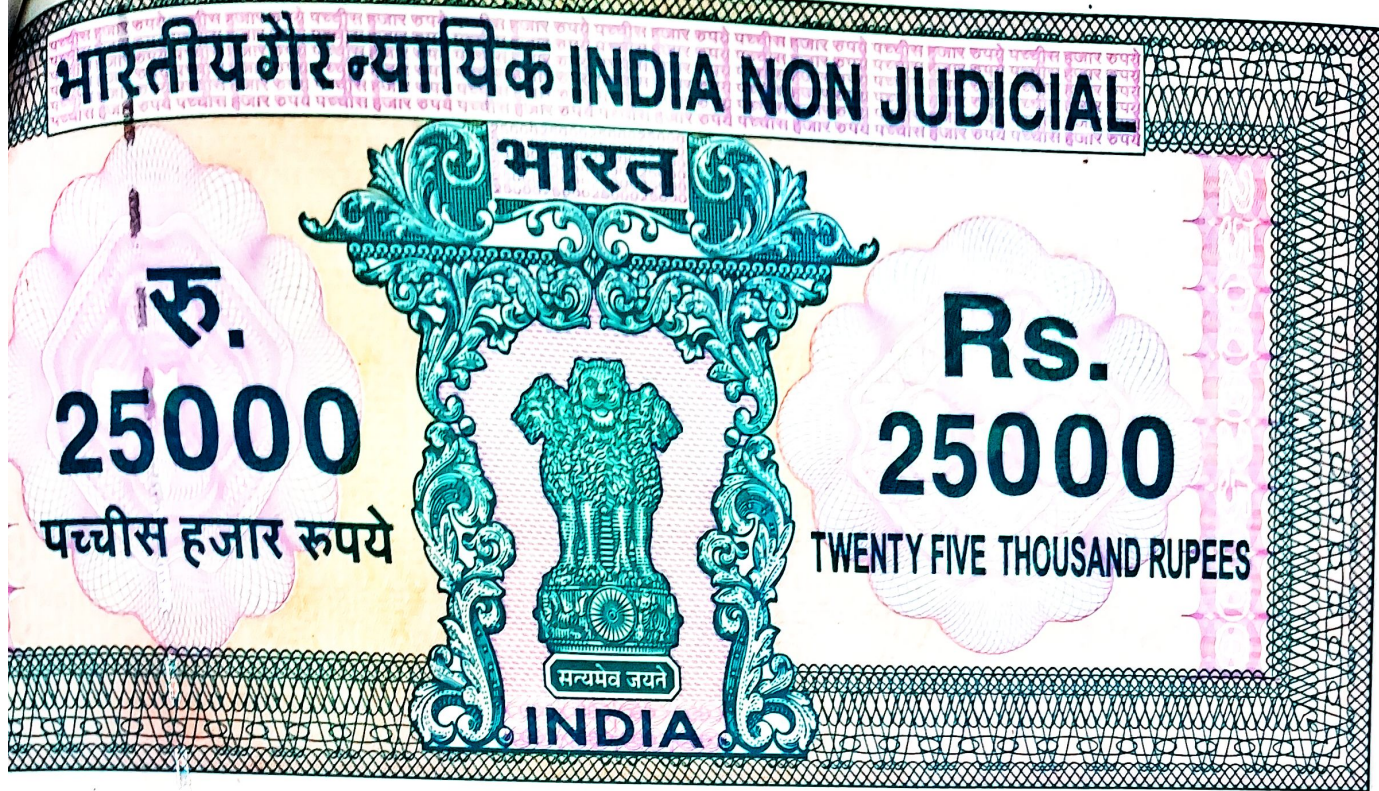
For State Indl. & Infra. Dev. Corpn. Ltd.

*Rohit*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Kanodia*  
AUTHORIZED SIGNATORY





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-13-

in accordance with the rates fixed from time to time. The transferee shall not dig or install any tube well/bore-well within or outside his plot/shed for meeting his water requirements.

20. That the transferor shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the plot/shed with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as the transferor may deem fit, with power to carry out any survey of all or any part of the said plot/shed and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot/shed for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

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

21. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the industrial estates and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part of land so utilized payable by the transferor to the Govt. or any authority on its behalf will be recoverable by the transferor HSIIDC from the transferee proportionately. Any amount demanded by the transferor on account of such external development

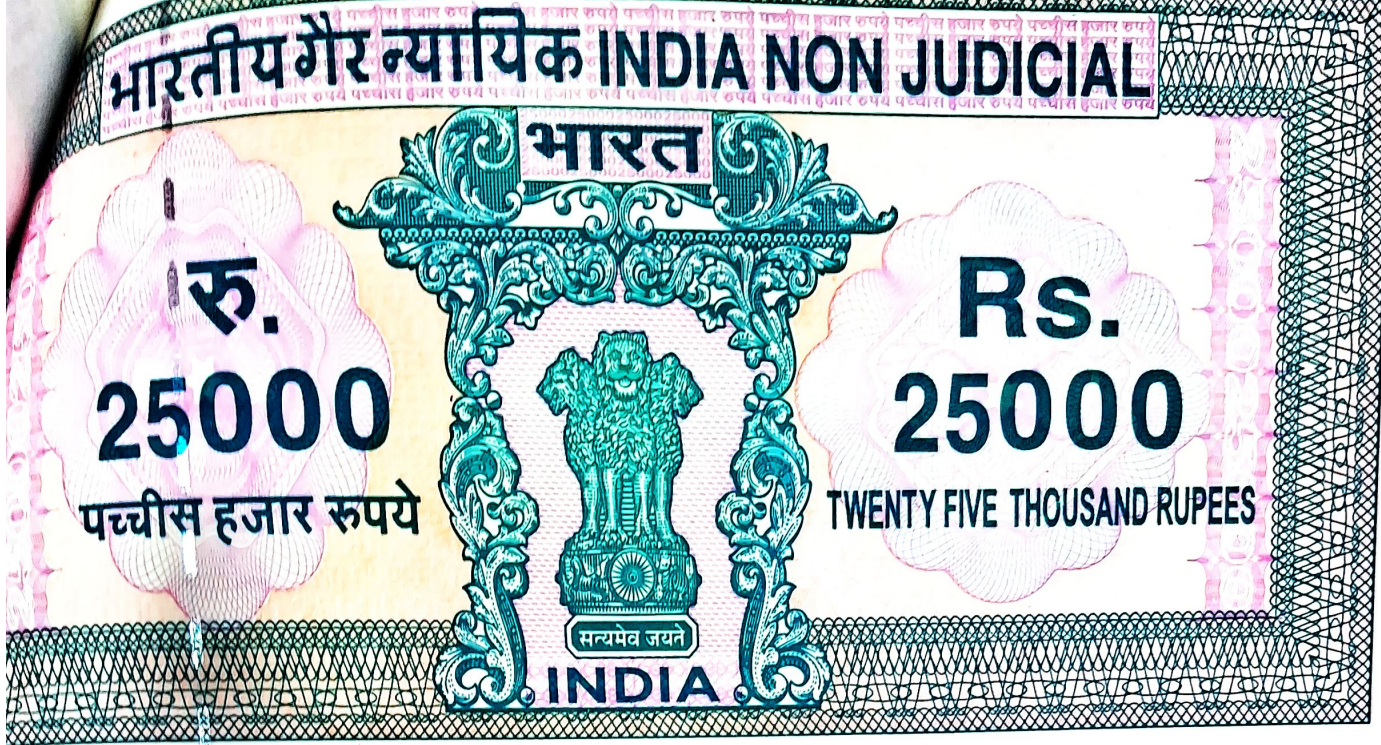
For Haryana State Indl. & Infra. Dev. Corp. Ltd.

Relit  
Dy. Gen. Manager (ES)

For KANODIA TECHNOPLAST LTD.

Mitlesh Chary  
AUTHORIZED SIGNATORY





गण HARYANA

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-14-

charges will be payable by the transferee to the transferor in lump-sum or in installments, with applicable interest, as may be decided by the transferor.

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

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

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

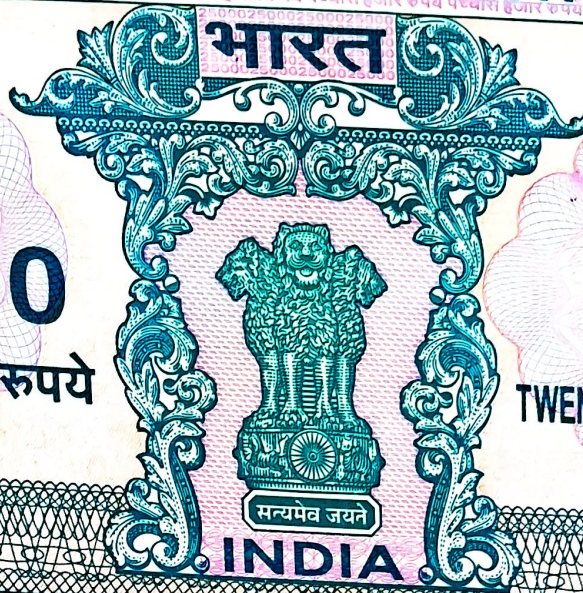
*Authorised Signatory*  
AUTHORIZED SIGNATORY



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000

पच्चीस हजार रुपये



Rs.  
25000

TWENTY FIVE THOUSAND RUPEES

हरियाणा HARYANA

979214

-15-

discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things for proper maintenance of the industrial estate and its surrounding. The transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

26. That the transferee shall have to pay local and general taxes, rates or cesses etc., as imposed on the said plot/shed by the competent authority from time to time.
27. That the transferee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the transferor. The maintenance & service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager, failing which applicable penal interest shall be payable by the transferee.
28. That the transferee agrees and undertakes that he/she/it shall, as far as possible, employ 75% of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana Domiciles in the unit to be set up on plot/shed.
29. That the transferor allots this plot/shed for setting up and running an industry and thereby contributing to the overall economic activity in the State. In case the transferee does not continue to remain in production and the production gets held up, the transferor shall issue a notice to the transferee to resume production within a period of three months. In case the transferee fails to resume production activity within the given time, the plot/shed shall be liable to be resumed.

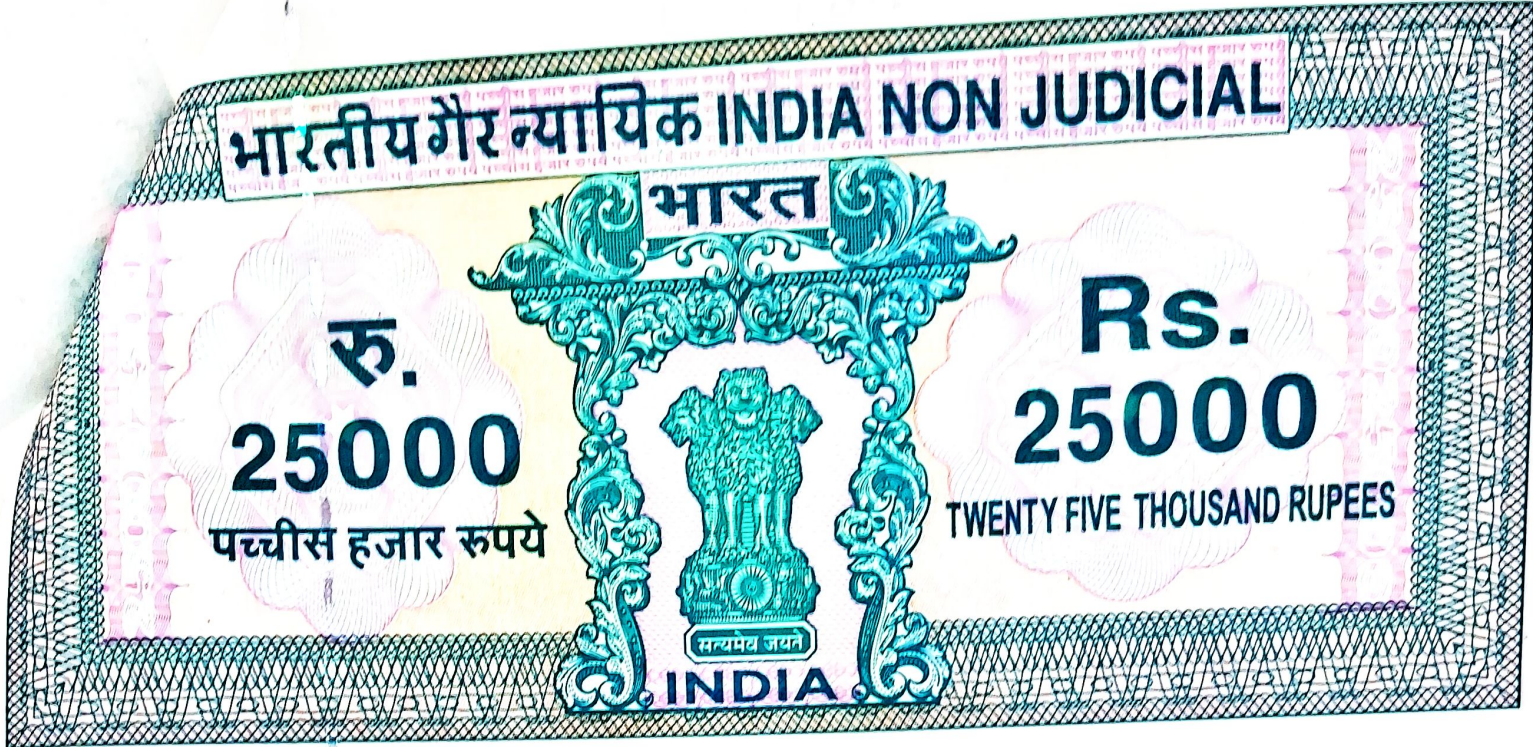
Hary. State Indl. & Infra. Dev. Corp. Ltd.

*[Signature]*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*[Signature]*  
AUTHORIZED SIGNATORY





हरियाणा HARYANA

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30. That if the transferee appoints ANY ATTORNEY, (in favour of any family member as defined in EMP-2011), he/she/they shall submit with the transferor the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the transferee and that of the attorney duly attested by the First Class Magistrate within a week from the registration of the deed by Regd. A/D post or in person.
31. That so long as the transferee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the transferor will ensure to the transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
32. That the transferor will be competent to resume plots/sheds in its Industrial Estates in case the transferee defaults in complying with the terms and conditions of allotment/transfer/leasing/provisions of EMP-2011 etc. The resumption of plot/shed would be done by the transferor after giving show cause notice. Upon resumption, the principal amount deposited by the transferee will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest and penalty, if any, paid on the installment(s), shall also stand forfeited. In case of resumption, the transferee shall be required to remove the structure/debris within a period of three months from the order of the resumption, failing which the transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile allottee.
33. That the plot/shed once resumed shall not be restored by the transferor. However, an appeal shall lie to a committee, comprising of the Financial Commissioner, Industries & Commerce Deptt., Haryana, Director of

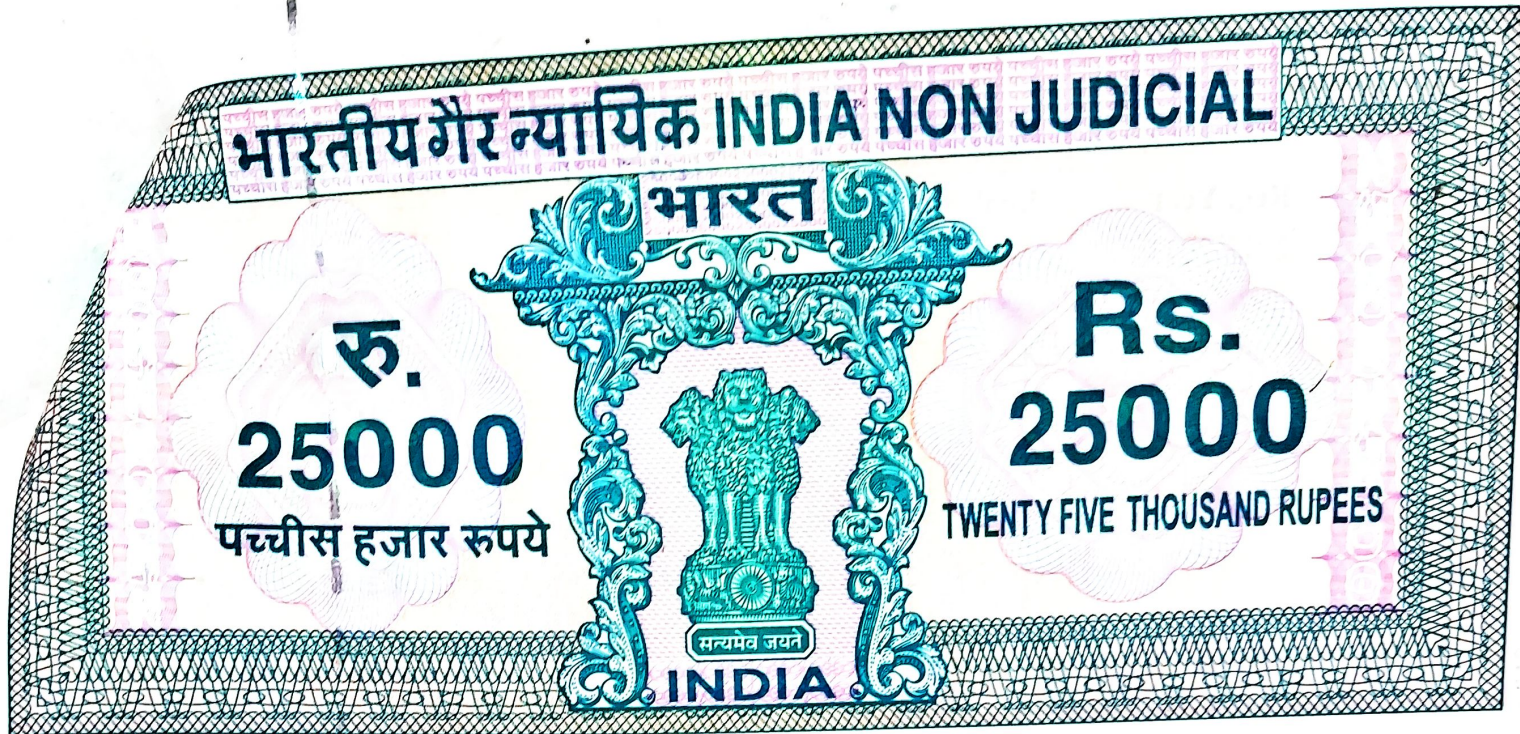
Hry. State Indl. & Infra. Dev. Corp. Ltd.

*Rohit*  
Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

*Kartish Chaudhary*  
AUTHORIZED SIGNATORY





हरियाणा HARYANA

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Industries, Haryana & Managing Director, Haryana Financial Corporation against the order of the transferor. Such an appeal shall be filed within ninety days of passing of resumption order. The decision of the aforesaid committee shall be final and binding.

34. That all the acts and expenses of or incidental to the execution of this deed including the cost of stamp duty, registration etc. shall be borne by the transferee.
35. That the transferee is fully aware of provisions of IP-2011 & EMP-2011 and has gone through the same. The transferee agrees & undertakes to be bound by the said provisions of IP-2011 and EMP-2011 as amended from time to time.

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

PARTY OF FIRST PART:

JASMER SINGH  
H.O. I.D.C., AM (E)  
Kundli

Witness:

PARTY OF SECOND PART:

Witness:

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

Haryana State Indl. & Infra. Dev. Corpn. Ltd.  
Dy. General Manager (E)

Dy. Gen. Manager (E)

For KANODIA TECHNOPLAST LTD.

(M/s Kanodia Technoplast Ltd.)  
Authorized Signatory

AUTHORIZED SIGNATORY

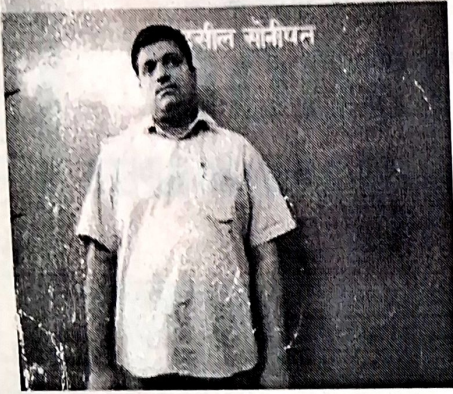
1. श्री रघुपाल नम्बरदार S/माली चन्द्रभान  
जिलासी कुल्ली, सोनीपत  
राजपूत

2. देवव्रत S/माली डोम प्रकाश  
जिलासी, 44, 5-5 Hagar  
H. Delhi-41  
Devvrat

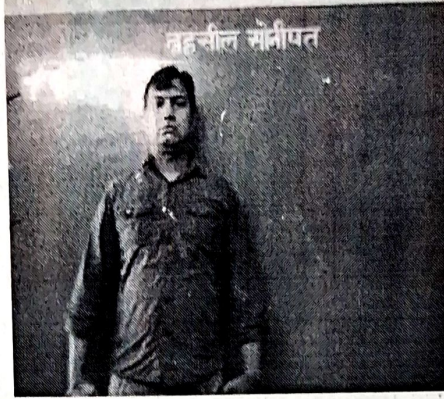


Reg. No. 7068 Reg. Year 2012-2013 Book No. 1

5403  
17  
Asstt. Treasurer  
SONEPAT  
15/9/11



विक्रेता



क्रेता



गवाह

विक्रेता  
जसगेरसिंह तहसील

क्रेता  
नितेश गर्ग Nitesh Garg

गवाह 1:- राजपाल न., राजपाल गवाह 2:- देववर्त Devvart

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7,068 आज दिनांक 16/08/2012 को बही न: 1 जिल्द न: 825 के पृष्ठ न: 132 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 10,741 के पृष्ठ सख्या 12 से 16 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 16/08/2012

उप/संयुक्त पंजीयन अधिकारी  
सोनीपत



Dr. G. K. Kumbhar (E)

For M/s. State Indl. & Infra. Dev. Corp. Ltd.

For KANODIA TECH.

30 m Wide Main Road

MANOJ KUMAR  
Architect, CA-2001/27477  
Off. H. No. 38, Sec.-14,  
SONEPAT-141001 Ph. 223538

LAYOUT PLAN OF INDUSTRIAL BUILDING  
PLOT NO. 107, 108, 125, 126 HSIIDC  
SEC-38, KUNDLI SONEPAT  
SONEPAT BELONGING TO M/S KANODIA  
TECHNOPLAST PVT. LTD.

PLOT AREA = 100x90 = 9000 SMT

00x00

SITE PLAN

107 108 125 126

INDUSTRIAL BUILDING AT  
PLOT NO. 107, 108, 125, 126 HSIIDC  
SEC-38, KUNDLI SONEPAT BELONGING  
TO M/S KANODIA TECHNOPLAST PVT. LTD.

MANOJ KUMAR  
Architect, CA-2001/27477  
Off. H. No. 38, Sec.-14,  
SONEPAT-141001 Ph. 223538

(5)



हरियाणा राज्य औद्योगिक  
एवं संरचना विकास  
निगम लिमिटेड



2587-0 (12)  
Haryana State Industrial &  
Infrastructure Development  
Corporation Ltd.

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

(A State Government Undertaking)



No. HSIIDC: Estate: K:12 3156

Dated... 21/12/12

Regd.

M/s Kanodia Technoplast Ltd.,  
A-54, Wazirpur Industrial Area,  
New Delhi-110052.

Sub: -No objection to the mortgage of Industrial plot no. 107, 108, 125 & 126, Ph-V, Sec-53, I.E. Kundli (Sonapat) in favour of State Bank of India.

Dear Sir,

Kindly refer to your letter no.MCG/AMT/2012-13/546 dated 21.12.2012 for permission to mortgage of plot no. 107, 108, 125 & 126, Ph-V, Sec-53, I.E. Kundli (Sonapat) in favour of State Bank of India, New Delhi against the term loan of Rs. 50.00 crore, informed vide your letter No. MCG/AMT/2012-13/546 dated 20.12.2012.

This is to convey that HSIIDC has no objection to mortgage the said plot by its allottee M/s Kanodia Technoplast Ltd. in favour of State Bank of India, subject to the following conditions: -

1. That the allottee shall first get the conveyance deed executed in his/her/its favour (if already not executed) before mortgaging the said plot in favour of the said bank/financial institution. However, these two transactions i.e. execution of conveyance deed and mortgage deed can be done simultaneously.
2. That the HSIIDC shall have the first charge on the plot against any outstanding recoverable dues e.g. in lieu of enhanced compensation, maintenance charges, water/sewer charges etc. of HSIIDC against the said plot.
3. That in the event of financial institution taking over the assets of the Allottee on account of any default in repayment of loans/financial assistance of any sort and selling the same, such financial institution shall pay to the HSIIDC its dues as a first charge.



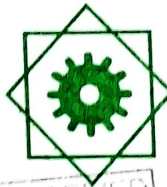
HSIIDC - your partner in progress

पंजीकृत कार्यालय : नं० सी० 13-14, सेक्टर-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



हरियाणा राज्य औद्योगिक  
एवं संरचना विकास  
निगम लिमिटेड

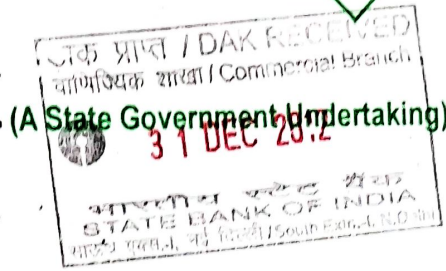


Haryana State Industrial &  
Infrastructure Development  
Corporation Ltd.

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

No. HSIIDC: Estate: K:12

Dated.....



(A State Government Undertaking)

4. That in the event of sale of the plot to a third party in the above process, it shall be the responsibility of such third party to discharge all such financial obligations towards the price of the plot as may arise subsequently to the sale of the plot and this condition will be made known to the party offering to buy the assets of the allottee. The financial institution shall also inform the buyer that he will be subject to Estate Management regulations of HSIIDC in respect of utilization of this plot and assets thereon.
5. That the financial institution after taking over the assets including this plot, if that be so, shall confirm from the HSIIDC regarding its outstanding against that plot/allottee before putting it to sale. Further, such financial institution shall also inform the HSIIDC about the sale transaction and request HSIIDC for issue of Letter of Re-allotment in favour of the buyer.
6. That the bank/financial institution in whose favour the mortgage is being created shall provide necessary comfort to HSIIDC to the above effect.
7. That the permission to mortgage the plot hereby granted is, however, without pre-judice to rights of the Corporation in terms of the conveyance deed in favour of the allottee.
8. In case the plot/shed to be mortgaged as collateral security becomes liable to resumption at any stage for non-implementation, non-construction, non-payment or any other violation of the terms & conditions of allotment, the corporation will have overriding right over financial institution/bank for resumption not with standing the fact that the same has been mortgaged as collateral security against the loan.

Thanking You,

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

*Relit*  
By. General Manager

CC: Branch Manager,  
State Bank of India,  
N-3, 1<sup>st</sup> & 2<sup>nd</sup> floor,  
Commercial Branch,  
South Extn. Part-1,  
New Delhi-110027.

HSIIDC - your partner in progress



# भारतीय गैर न्यायिक

## बीस रुपये

## रु.20

## Rs.20

## TWENTY RUPEES

### INDIA

## INDIA NON JUDICIAL

हरियाणा HARYANA

02AA 592541

### AGREEMENT

This agreement is made on the 18th day of February in the year 2009 between the Haryana State Industrial and Infrastructure Development Corporation Limited, Registered Office, C-13 & 14, Sector -6, Panchkula, herein called as the "HSIIDC", of the one of this agreement, which expression shall include its successors, assignees, administrators, executors through its authorized signatory; and

Shri

S/o

R/o

M/s. KANODIA TECHNOPLAST (P) LTD having its registered office at A-54, WAZIRPUR INDUSTRIAL AREA, DELHI - 110052, hereinafter called as the

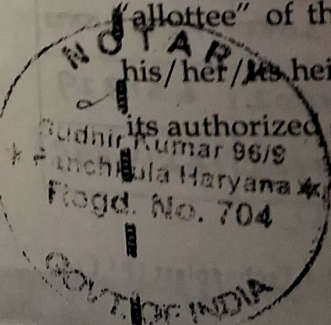
"allottee" of the other part of this agreement, which expression shall include his/her/heirs, successors, assignees, administrators, nominees, etc. through

its authorized signatory namely Mr. Chetan Kanodia S/o Sh. K. D. Kanodia.

for Kanodia Technoplast (P) Ltd

Managing Director

18 FEB 2009







HSIIDC

Plot/Shed No. 107, 108, 125 & 126

**TERMS AND CONDITIONS / FORMAT OF AGREEMENT**

**WHEREAS** the HSIIDC had offered to the allottee an industrial plot/shed No. 107, 108, 125 & 126 measuring 16200 square meters, Sector/Phase/Block Sector 53, Phase V in Industrial Estate Kundli at the tentative price of Rs. 5500/- (Rupees five thousand five hundred only) only) per square meter, for setting up an industrial project of Mfg of Flexible Packaging 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. 17430 dated 29/01/2009 and herein;

**AND WHEREAS** the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated 18/02/09 and furnished bank draft/ pay order for Rs. 2238500/- (Rupees two crore twenty three lakh eighty five thousand 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	29.07.2009	29.01.2010	29.07.2010	29.01.2011	29.07.2011
Principal Amount (in Rs.)	11583000	11583000	11583000	11583000	11583000
Interest (in Rs.)	3159144	2569205	1895487	1284602	631829
Total (in Rs.)	14742144	14152205	13478487	12867602	12214829

Notary  
Rudhir Kumar 96/9  
Gandhi Kula Haryana  
Regd. No. 704

3 FEB 2009

or Kanodia Technoplast (P) Ltd

(Signature)





HSI IDC

Plot / Shed No. 107, 108, 125 & 126

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

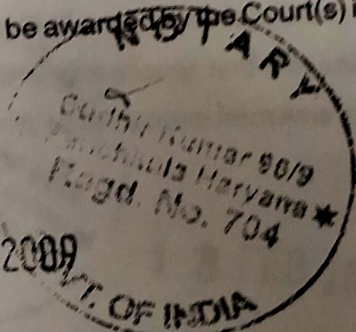
That in consideration of the HSI IDC, having agreed to allot plot/shed No. 107, 108, 125 & 126 measuring 16200 square meters, Sector/Block/Phase Sector 53, Phase I at Industrial Estate Kundli for setting up an industrial project of Mfg of Flexible Packaging to the allottee in lieu of tentative price of Rs. 2910000/- (Rupees Eight crore thirty one lac only, only) @ Rs. 5500/- per square meter \*pay by the allottee OR \*against which the allottee has paid Rs. 22385000/- (Rupees two crore twenty three lac eight, five thousand only) to HSI IDC towards 25% of the tentative price of the said plot/shed in addition to 10% of the tentative price deposited along with the application for allotment and has further agreed to pay to HSI IDC the remaining 65% balance of the tentative price in five equal half yearly installments, as per above mentioned schedule and in the manner appearing hereinafter.

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

\* Strike whichever is not relevant.

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



r Kanodia Technoplast (P) Ltd

*[Signature]*

Managing Director





Appendix-B

Registered

## ACCEPTANCE OF REGULAR LETTER OF ALLOTMENT

From

KANODIA TECHNOPLAST PVT LTD  
A-54, WAZIRPUR INDUSTRIAL  
AREA, DELHI-52



Kanodia Technoplast (P) Ltd.  
Managing Director

To

Haryana State Industrial and Infrastructure  
Development Corporation Ltd.,  
C-13 & 14, Sector 6  
Panchkula  
(Haryana)



No \_\_\_\_\_

Dated: 18/02/09

Subject: Acceptance of RLA for allotment of Plot/Shed No 107, 108, 125 & 126  
Sector/Phase/Block Sector 53, Phase V Industr  
ial Estate Kundli

Dear Sir,

Kindly refer to RLA No 17430 dated 29/01/09 offering the allotment of  
aforesaid industrial plot/shed in my/our name.

1. I/we have carefully gone through the RLA as well as the terms & conditions, contained in the format of  
agreement annexed thereto as appendix-A. I am /we are also aware of the State Govt.'s Industrial Policy-2005  
(IP) and the Estate Management Procedure-2005(EMP) of HSI IDC. I/we hereby accept the allotment of  
plot/shed No 107, 108, 125 & 126 Sector/Block/Phase Sector 53, Phase V,  
measuring 16250 square meter (approximately subject to actual measurement) in Industrial Estate  
at Kundli for setting up an industrial project

1

For Kanodia Technoplast (P) Ltd

Managing Director





of HSIIDC Mff of flexible Packaging on the terms & conditions contained in the RLA and appendix 'A' referred to herein above and undertake to abide by the provisions of IP and EMP, as amended from time to time.

I/we are also enclosing herewith demand draft/banker cheque No 007648 dated 17.02.2009 for Rs 2238500/- (Rupees Two crore twenty three lac eighty five thousand only) in favour of Haryana State Industrial and Infrastructure Development Corporation (HSIIDC), Panchkula, drawn on Axis BANK LTD. CHANDIGARH (bank) at Panchkula towards 25% (with interest/without interest) of the tentative price of the above noted plot/shed which together with 10% of the tentative price already deposited as earnest money alongwith application for allotment may be adjusted/added towards 35% of the tentative price of the plot.

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

#### Particulars of the allottee

a) Name(s) KANODIA TECHNOPLAST PVT LTD

b) Address A-54, WAZIRPUR  
INDUSTRIAL AREA  
DELHI-52

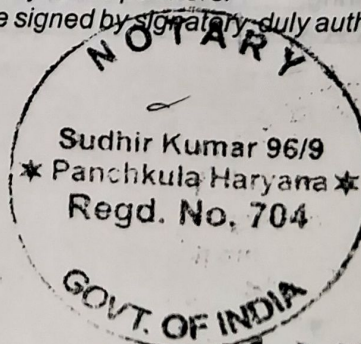
Encls:

Kanodia Technoplast (P) Ltd.

[Signature]  
Managing Director  
Allottee  
(Signature with stamp)

#### Note:

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



7.8 FEB 2009





HSIIDC/IPD/K/2014/ - 481

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

dt. 19/05/14

2589-0

To,  
M/s Kanodia Technoplast (P) Limited,  
A-54, Wazirpur,  
Industrial Area,  
New Delhi-110052,

Sub: - Grant of occupation certificate (part) in respect of plot no - 107-108, 125-126, Sector-53, PH-V, Industrial Estate at Kundli.

Whereas you have applied for the issuance of an occupation certificate vide your letter dated 23.12.13 & 21.04.14 in respect of plot no. 107-108, 125-126, Sector-53, PH-V, Industrial Estate at Kundli and deposited the composition fee of Rs. 442105/- vide letter dated 12.05.2014

The Committee has considered your case in the meeting held on 29.04.2014 and hereby grants permission for occupation of the above said building as per description given below:-

1.	Ground Floor	=	5515.82 sq.mt.
2.	First Floor	=	4783.61 sq.mt.
3.	Second Floor	=	1014.68 sq.mt. + 4 Mumty

Relocation of gate position is temporary in nature with a condition that as and when the excavation/construction work is complete, you will relocate the gate position as per earlier approved zoning plan bearing drg. No. 324 dated 03.11.2009. However, you shall not undertake any further construction or alterations without the prior permission of the Competent Authority. You shall also be responsible for the provision of structural stability and fire safety in the building. The fee/ dues deposited by the applicant are also subject to Audit and reconciliation of Account. That the allottee shall deposit Cess @ 1 % of the estimated cost of construction to Assistant Director, Industrial Safety & Health, Labour Department Haryana as applicable under the building and other Construction Workers Welfare Cess Act 1996 as amended from time to time.

Divisional Town Planner  
HSIIDC, Kundli.

Copy is forwarded to the following for information:-

1. DGM (Estate), HSIIDC/ Kundli.
2. SM (IA) HSIIDC/ Kundli.
3. The Fire Officer, Sonipat with reference to his letter FSO/365 dated 19.11.2013.

**HSIIDC - your partner in progress**

पंजीकृत कार्यालय : सी० 13-14, सेक्टर 8, पंचकुला-134109

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