



കേരളം KERALA

H 100788

Articles of agreement made this 20th day of January 2011
 BETWEEN the Governor of Kerala (hereinafter referred to as "The Government" of the
 one part and Sri. Jolly Cyriac, S/o. Cyriac.C.L., aged 46 years, residing at 7/633G,
 Kakkattuchira, Friends Valley, Thrikkakara P O, Kochi-11, Ernakulam Dist., Kerala State,
 Managing Director of M/s. Holmarc Slides & Controls (P) Ltd, HMT Industrial Estate,
 Kalamassery, on behalf of the firm (hereinafter referred to as "the Hirer") which term
 where the context so admits include their heirs, executors, administrators, legal
 representatives and permitted assignees of the other part.

WHEREAS on the application of the Hirer under the Rules for the allotment of
 land in Development Plot on Hire Purchase basis (hereinafter referred to as the rules which
 shall form part of this agreement) the Government have agreed to let and the Hirer has
 agreed to take on hire the plot of land more particularly mentioned and described in the
 schedules hereunder written (hereinafter referred to as the plot) for the purpose of setting
 up of an Industrial Unit for the manufacture of Precision Components in the name
 and style of M/s. Holmarc Slides & Controls (P) Ltd, HMT Industrial Estate at
 Kalamassery.

*True Copy
 Jolly*

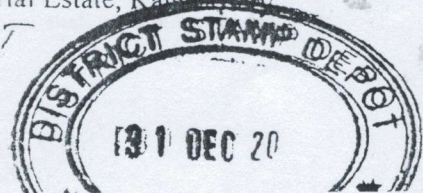
General Manager
 District Industries Centre
 Ernakulam

Lalithamma K Paroosé
 General Manager (c)
 District Industries Centre
 Ernakulam

Jolly Cyriac
 Managing Director
 M/s Holmarc Slides & Controls (P) Ltd
 HMT Industrial Estate, Kalamassery

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 25/10/11

*Holmarc opto-mechatronics & PT
 LTD. Kalamassery.*



For HOLMARC OPTO-MECHATRONICS (P) LTD.

Director

AND WHEREAS the Hirer has paid a sum of Rs. 16,727/- (Rupees Sixteen thousand Seven hundred and Twenty seven only) the receipt of which the Government hereby acknowledge, representing the total value of the plot including any improvements thereon as fixed by the Government and requested the Government to treat the balance amount, if any, as a loan advanced to the party repayable on such terms and conditions as herein contained and those contained in the Rules together with interest as herein specified.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. The balance of the value of the plot, if any shall be paid along with 5.5% interest.
2. Penal interest at the rate of 2 1/2 % per annum over and above the usual rate of interest shall be paid on defaulted instalments calculated from the due date of such installment to date of actual payment of that instalment.
- 2(a) If the Government re-fix the cost of land as per G.O (MS) No. 293/67/ID dated 26/08/1967, the same shall be paid by the instructions given by the Government and their officers from time to time.
3. During the period of the hire, the plot shall not be used by the Hirer for any purpose other than that for which it is hired.
4. It is here by agreed and declared that until the entire value of the plot with interest, if any outstanding is paid in full the post shall remain the property of the Government and the Hires shall not have any right or title over the plot.
5. the Hirer shall not sublet, lease, part with possession or in any way encumber the plot and the improvements thereon including superstructures and building or any part thereof during the continuance of the agreements without the previous sanction in writing of the Director of Industries & Commerce or any other Officer authorized by the Government.
5. The Hirer shall at all time during the continuance of this agreement keep the plot and premises properly.
7. The officers of the Industries Department authorized by the Government in this behalf shall have power and authority to inspect the said plot at any time and the Hires shall render the assistance and facilities for such inspection.
8. The Hirer shall have the right to purchase the said plot at any time by paying the whole amount due to the Government.
9. When all the sum due to Government are paid and the Government are satisfied that the plot is maintained properly the Government shall transfer the complete ownership of the plot to the hirer.
- The Hirer shall not put up additional structures within the area hired out to them without the prior written approval of the Director of Industries & Commerce. Any additional structures so constructed at their own cost shall be removed by the Hires or which will result in the removal of the aforesaid structure by the Director of Industries & Commerce at the Hirer's cost.
11. The Hirer shall pay all taxes, Cess and other charges payable in respect of the said property to Government, State or Central, Corporation or any other legally constituted body in due time.
12. (a) In case the Hirer commits breach of all or any of the provisions herein contained or those contained in the Rules, the hirers shall surrender possession of the plot to the Government immediately on demand and Government shall have power to deal with the plot in any manner they deem fit.

True Copy
Subby
General Manager
District Industries Centre
Ernakulam

[Signature]

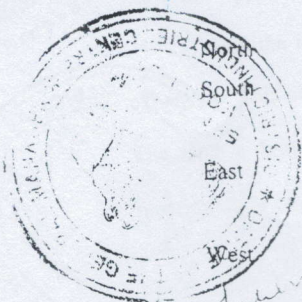
12. (b) If the Hirer does not start construction of building or make any improvements of appreciable nature on the land allotted within a period of six months and further extension of time has not been given by the competent authority in this regard, the land shall be resumed realizing 6% interest on the full cost of land from the date of handing over to the date resumption. In case the amount remitted by the allotted towards initial payment and subsequent instalment with interest, if any, is in excess of the 6% interest on the cost of land, the same shall be refunded to the Hirer. On the other hand if the amount already remitted by the Hirer falls short of the 6% on the cost of land, the same shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force.
13. In case the Hirer fails to surrender the said plot when demanded the Hirers shall be considered to be trespasser, liable to be proceeded against and evicted under the provisions of the land conservancy act for the time being in force.
14. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the Hirers and their assets movable under the provisions of the land revenue and in such other manner as the Government may deem fit
15. In all matters of doubts concerning and in respect of this agreement, the decision of the Government shall be final and binding on the Hirer.
16. During the continuance of the agreement, the Government shall have the power to add, delete or amend the conditioned laid down herein and in the Rules.
17. The Hirer shall be bound by the terms and conditions of the Rules with additions and amendments thereto which shall form part of this agreement, as if incorporated herein.

IN WITNESS WHEREOF LALITHAMMA K PANOOSE, General Manager(i/c), District Industries Centre Ernakulam for and on behalf of the Governor of Kerala and Sri.Jolly Cyriac, S/o. Cyriac.C.L.aged 49 years, residing at 7/633G, Kakkattuchira, Friends Valley, Thrikkakara.P.O, Kochi 21,Ernakulam Dist., Kerala State, Managing Director of M/s. Holmarc Slides & Controls (P) Ltd, HMT Industrial Estate, Kalamassery, who has been authorized to execute this agreement for an on behalf of the Hirer have hereunto set their hands and seals on the day and year first above written.

SCHEDULE

District	Ernakulam
Taluk	Knayannur
Village	Thrikkakara North
Development Area	HMT,AIE, Kalamassery
Survey No.	121/2 Pt
Extent	7 cents
Extent in Are	2.835 Are
	Property of KIED
	Land allotted to M/s. Holmarc Slides & Controls (P) Ltd
	Land allotted to M/s. Holmarc Slides & Controls (P) Ltd
	Internal Road

True Copy
Sathy
 General Manager
 District Industries Centre
 Ernakulam



Lalithamma Panouse

Jolly Cyriac

Sathy

Proceedings of the General Manager, District Industries Centre, Ernakulam
(Present: Lalithamma K Panoose)

Dated: 17/01/2011

No. B2/1436/09

Sub:- Industries -HMT Ancillary Industrial Estate- M/s. Holmarc Slides and Controls (P) Ltd- Application for allotment of additional land for further expansion - sanction accorded - orders issued.

- Read:-
- 1) G.O (P) No. 293/67/ID dated 26/08/67.
 - 2) G.O (MS) No. 297/70/ID dated 24/08/ and subsequent amendments.
 - 3) G.O. (MS) No. 15/79/P&ARD dated 02/11/79.
 - 4) G.O. (MS) No. 294/06/ARD dated 07/10/006.
 - 5) Letter No. ID1/18748/07 dated 24/10/2007 of DI&C, TVPM
 - 6) Application dated

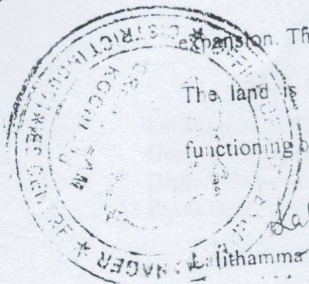
As per the reference 4th above Government have accorded sanction to transfer 10.0625 cents of land comprised in Sy. No. 121/2 part in plot No. 6 of Thrikkakara north Village, HMT Ancillary Industrial Estate, Kalamassery along with B7 shed from M/s. Padmyth Forge to M/s. Holmarc Slides and Controls (P) Ltd. The new company occupied the land and shed and started its industrial unit for the manufacture of precision components.

The allotment of land and shed in HMT Ancillary Industrial Estate is governed by rules issued as per the GO read 1st above. In that rules there is no specific provision for allotment of additional land to the existing units and collection of its cost. Hence matter was taken up with DIC for its advice. Director of Industries & Commerce has permitted additional allotment of land as per GO 1st above after obtaining conditional undertaking from the allottee.


As per the reference 5th above additional allotment of 13 cents of land in Sy. No. 121/2 Kalamassery, for the expansion of its existing unit.

Now the unit has requested for additional land lying vacant near to the unit for the

expansion. This office had verified the details and found that the request seems to be genuine. The land is lying in front of the unit and the allotment of this land will not affect the functioning of other neighboring units.



Lalithamma K Panoose


 Jolly Cyriac
 Managing Director

ORDER

In the above circumstances and in exercise of powers conferred on me as per GOs read 1st, 2nd and 3rd above and as per the clarifications given by the Director of Industries & Commerce vide his letter referred 5th above sanction is hereby accorded to allot 7 cents of land comprised in Sy. No. 121/2 part in Thrikkakar North Village in HMT Ancillary Industrial Estate, Kalamassery to M/s. Holmarc Slides and Controls (P) Ltd. HMT AIE, Kalamassery for the further expansion of its existing unit subjected to the terms and conditions contained in the GOs referred 2nd above and subjected to the following.

1. The company should remit the cost of land as per the provisions contained in the GO referred as 2nd above.
2. The company should remit the balance cost of land if any and above to the conditions 1st above, by Government as per the GO (P) No. 293/67/ID dated 24/08/70.
3. The allottee should utilize the land within 5 months from the date of the order for effecting the expansion programme failing of which the land will be resumed without assigning any reason to that effect.

Sd/-

General manager

To

1. M/s. Holmarc Slides and Controls (P) Ltd.
2. The Director of Industries and Commerce, TVM (with C/L)
3. Stock file/Spare

Forwarded/By Order

Assistant District Industries Officer

Thiru Govt
Sathy
General Manager
District Industries Centre
Ernakulam



Sathy
Lalithamma K Panoose
General Manager(i/c)
District Industries Centre
Ernakulam

Jolly Cyric
Jolly Cyric
Managing Director
M/s. Holmarc Slides & Controls (P) Ltd
HMT Industrial Estate, Kalamassery

GOVERNMENT OF KERALA
Abstract

Industries - Development Areas, Allotment of land in Development Areas on hire purchase for industrial purpose - Rules - issued.

G.O. MS) No.169/69/ID
April, 1969

INDUSTRIES (D) DEPARTMENT

Dated: Trivandrum 5th

Reac: Correspondence resting with letter No.B5/4328/67 dated 31-12-1968 from the director of Industries & Commerce.

ORDER

Government are pleased to order that land in Development Areas be allotted on hire purchase for industrial purpose in accordance with Rules appended to this G.O.

By Order

of the Governor

V.Venkitanarayanan

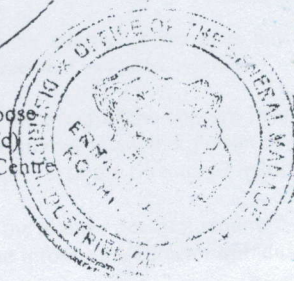
Joint Secretary

(True Copy)

*True Copy
Sankar*

Sankar

Lalithamma K Panose
General Manager (i/d)
District Industries Centre
Ernakulam



[Handwritten Signature]

Jolly Cyriac
Managing Director
M/s. Holmarc Slides & Controls (P) Ltd
HMT Industrial Estate, Kalamassery

RULES FOR THE ALLOTMENT OF LAND IN DEVELOPMENT PLOTS ON HIRE PURCHASE BASIS:

1. These rules shall be applicable for the sale on hire purchase of land in development plots in the State for construction of buildings for Small Scale Industries.
2. A land allotted under these rules shall be used only for the industrial purpose for which it is allotted.
3. Application for land in a Development Plot shall be in the prescribed form appended and that shall be sent to the Director of Industries & Commerce through the District Industries Officer.
4. Land may be allotted in Development Plot to an individual, an association of individuals, a company, a co-operative society or a firm engaged in the business of any Small Scale Industry, subject to such limitations and conditions as may be imposed as may be imposed by Government or any officer or officers empowered by Government in this behalf.
5. Application for allotment of land under these rules shall be disposed of taking into consideration the desirability and the suitability of the industries proposed in the area and also the capacity of the applicant to conduct the industry or any other relevant matter the department may consider relevant. Any application can be rejected by the Director of Industries & Commerce stating the reasons therefore.
6. In putting up construction such as compound walls, factory sheds and such other improvements in the land, the allottees shall send up detailed plans to the Director of Industries & Commerce and constructions shall be taken up only after getting the approval of the Director of Industries & Commerce. Before giving such approval, the Director of Industries & Commerce may consult the appropriate authorities of the Public Work Department which may have to be consulted in the matter.
7. The land allotted under these rules and/or the improvements thereon including super-structures, buildings, etc. shall not be alienated or encumbered in any manner without the prior sanction in writing of the Director of Industries & Commerce. Every alienation or encumbrance duly made by the hirer shall be notified by the hirer and the Director of Industries and Commerce to the already existing aliene/ holder of encumbrance right in the interest if any.
8. The allottee shall pay all taxes and other relevant dues payable in respect of the land to the authorities concerned from time to time.
9. The Director of Industries & Commerce shall have the Powers to resume the land allotted to an industrialist as per these Rules under any of the following circumstances:
 - I. If the allottee contravenes any of the provisions of these rules or of the agreement executed by him.
 - II. In the event of the concern belonging to the industrialist being wound up or transferred to another person or company or groups of persons without prior approval of the Director of Industries & Commerce.
 - III. If the allottee does not require the land for the purpose for which it is allotted and informs the Director of Industries & Commerce accordingly.
 - IV. In the event of the allottee defaulting payment of two instalments consecutively.

True Copy
Lalithamma
 General Manager
 District Industries Centre
 Ernakulam

Lalithamma
 Lalithamma K Panoose
 General Manager(i/c)
 District Industries Centre

Jolly Cyriac
 Jolly Cyriac
 Managing Director
 M/s. Holmarc Slides & Controls (P) Ltd

- V. In the event of the allottee not commissioning the industry within one year of the date of allotment or within such further time as may be granted by the Director of Industries and Commerce.
10. The land allotted will be on hire purchase basis. However, in special cases where outright purchase is requested by the allottee the same shall be considered by the Director of Industries & Commerce on its merits and the Director of Industries & Commerce shall be competent to decide the issue.
11. The total area available will be divided into convenient small plots of land. Normally, one such plot will be allotted to one industrialist. However, an industrialist may be given more than one plot in different areas in contiguous proximity according to the requirement of the particular industry.
12. The Director of Industries and Commerce shall be competent to decide the number of plots to be assigned to each applicant.
13. The cost of the land allotted under these rules shall be fixed by the Director of Industries & Commerce in accordance with the following principles:
- The area occupied by roads and other common amenities in the Development plot shall be excluded from the area actually occupied by the allottees.
 - Only 50% of the cost of land utilized for roads and other common amenities shall be added on to the cost of land payable by the allottees.
 - An estimate of the cost of the development works in the Development plot shall be drawn up 50% of the estimated cost shall be added on to the cost of land payable by the allottees.
 - While calculating the cost of acquisition of land, interest at 6% per annum from the date of award to the date of allotment shall also be taken in to account.
 - The cost of land payable by the allottees will be fixed on the basis of the above principles. If any amount becomes payable towards enhanced compensation to land owners as per court decrees and orders of Government, the cost of land once fixed shall be refixed, such enhanced compensation being equally divided amongst the assignees and charged on them on a pro-rate basis with reference to the extent of land allotted to each assignee.

True Copy
Lalithamma
General Manager
District Industries Centre
Ernakulam

In the event of an allottee not requiring the area for the purpose for which it is allotted, he shall inform the Director of Industries & Commerce of this fact in writing within a period of sixty days from the date of allotment and thereupon the Director of Industries & Commerce may dispose of that area in any manner Government may direct. The allottee shall start work on the land at least within a period of six months from the date of allotment of the land and unless the allottee starts work within this period, the allotment is liable to be cancelled. However the Director of Industries & Commerce shall be competent to grant further extension of time upto six months in deserving cases.

Lalithamma
Lalithamma K Panoose
General Manager(i/c)
District Industries Centre
Ernakulam

Jolly Cyriac
Jolly Cyriac
Managing Director
M/s Holmarc Slides & Controls (P) Ltd
HMT Industrial Estate, Kalamassery

1. In case of resumption the following procedure shall be adopted:

- a) If the allottee has made any improvement the land without mortgaging such improvement to any financial institution, he shall be paid compensation for such improvement based on the valuation made by competent authority after deduction all amounts due to Government. Provided that instead of paying the value of the improvement it shall be open to the Director of Industries & Commerce to direct the allottee to remove any of the improvements within such time as may be specified at the cost of the allottee and if he fails to do so, the Director of Industries & Commerce may arrange the same to be removed at the cost of the allottee and dispose of the materials by public auction. If the proceeds of such disposals are in excess of the amount due to Government from the allottee, such excess shall be paid to the allottee. If even after adjustment of the amount thus calculated further amounts are due from the allottee, the same shall be recovered from him as if they were arrears of land revenue.
- b) If the allottee has mortgaged or in any way encumbered the improvements on the land, superstructure etc. to a bank or financial institution for the purpose of raising funds for the construction of buildings, purchase machinery, working capital etc. thereby creating a first charge in favour of such bank or financial institution, the Director of Industries & Commerce will, if he finds an alternate person or persons or company to whom the land and building could be allotted, pay to the mortgagee the value of these improvements on the basis of the valuation made by an officer not below the status of an Executive Engineer of the Public Work Department provided that the amount payable shall not exceed the amount for which the improvements have been valued by the above competent authority less valuation charges. After settlement of the dues of the above said bank or financial institution and the claims of the Government, the ownership of the improvement shall vest in the Government. The Director of Industries & Commerce shall, then dispose of the land and improvements thereon to any other persons or group of persons or company in accordance with the rules for sale on hire purchase of industrial estate.

If, however, the Director of Industries and Commerce is not able to readily find an alternate party as mentioned above, the land and improvement together will be auctioned by him and after reduction of the value of the land due to the Government the balance amount will be made available to the bank or Financial Institution subject to the limits mentioned above.

In either of the above cases the Director of Industries & Commerce will arrange to pay the dues to the above said Bank or Financial Institution within six months of the land.

A notice from the concerned Bank or financial institution intimating the fact of the allottee having created a mortgage, either registered or equitable or other encumbrance in their favour with information regarding the exact nature of the charge created shall be sufficient for the Director of Industries & Commerce to act in accordance with this Rule. Action under this Rule shall be taken by the Director of Industries & Commerce under intimation to the concerned Bank or Financial Institution.

True Copy
Salony
General Manager
District Industries Centre
Ernakulam

Salony
Lalithamma K Panoose
General Manager(i/c)
District Industries Centre
Ernakulam

Salony
Joll. Control
Managing Director
M/s. Holmes, Shides & Controls (P) Ltd
H.M.F. Industrial Estate, Kalamassery

- C If the allottee does not start construction of building or make any improvement of appreciable nature on the land allotted within a period of one year and further extension of time has not been given by the competent authority in this regard, the land shall be resumed realizing 6% interest on the full cost of the land from the date of handing over to the date of resumption. In case the amount remitted by the allottee towards initial payment and subsequent instalments with interest if any is in excess of the 6% interest on the cost of land, the balance amount shall be refunded to the allottee. On the other hand if the amount already remitted by the allottee falls short of 6% interest on the cost of land, the same shall be recoverable from the allottee under the provisions of the Revenue Recovery Act for the time being in force.
(Modified vide G.O. No. 227/77/II dated 12/9/1977)

16. All costs and expenses incidental to the execution of any document under these rules shall be borne by the allottee.
17. * Each application for allotment of land shall be accompanied by an earnest money of Rs. 1000/- (Rupees One thousand only). This amount shall be adjusted towards the first payment that has to be made by the allottee at the time of taking over the land.

The earnest money shall not be refunded except where (1) The application is rejected and (2) Non-allotment of land is not due to the fault of the applicant.

(* Modified vide (M/S) No. 317/78/ID Dt. Trivandrum 26/8/78)

18. The allottee shall pay 10% of the total value of the land arrived at as detailed in clause 13 before taking possession of the land. The balance amount of 90% of the cost shall be paid to Government in equal annual instalments within a period of ten years within interest at 5 1/2 % per annum.
18. A ** "The amount of 10% of the value of the land paid by the allottee will be credited to the head of account "96 Capital outlay on industrial and Economic Development Part III Details of Receipts and Recoveries on capital account (e) other miscellaneous undertaking-6- Recoveries in respect of Development Plots" The balance 90% of the cost of land to be realized in annual instalments will be adjusted as debit under "Q Loans and Advances"

(** Modified vide G.O. (MS) 277/76/ID dated 4/12/1976)

9. The first instalment thus due has to be remitted on the date of completion of one year from the date of taking over the land. The subsequent instalments shall be paid on the corresponding dates of the succeeding years.
20. Interest of 5.5% shall be charges for the amount outstanding at the time of remittance of each instalment.
- The instalments amount and interest shall be remitted in separate chalan under the relevant heads of account in to the nearest Government Treasury and the receipted chalans shall be forwarded to the Regional Joint Director of Industries & Commerce of the region for safe custody.
22. In case of defaulted payment, penal interest at the rate of 2% per annum over and above the normal interest of 5.5% shall be paid on the defaulted instalment calculated from the due date of actual payment.

*This copy
Sent by
General Manager
District Industries Centre
Ernakulam*

Lalithamma K Panoose
Lalithamma K Panoose
General Manager(i/c)

[Signature]
J. V. Cyriac
Managing Director
Helmars Slates & Controls (P) Ltd

- 23. The allottee shall execute in duplicate the bond in the form appended and register the same in the appropriate stamped paper. Both the copies of the bond shall be in the custody of the Government except where the allottee wants to create an equitable mortgage in favour of a Bank or financial institution under the rules agreement in the form in Appendix II of these rules and register the same in the appropriate stamp paper.
- 24. On completion of payment to Government by paying the full cost of the land allotted to the allottee, and after the industry is established, arrangements shall be made by the Director of Industries & Commerce to get the land assigned to the allottee through proper authorities.
- 25. The Director of Industries & Commerce or any officer authorized by him shall have the authority to inspect the premises without giving prior notice, provided that the Director of Industries & Commerce shall have power to grant extension of time up to 2 years for payment of instalments of value of land subjected to the payment of penal interest.
(Modifies vide G.O. (MS) No. 200/73 dated 20/1/73)
- 26. The Government shall have complete title and ownership to the land till the land is assigned to the allottee.
- 27. The defaulted instalments and all other amount due to the Government under these rules shall be recoverable as though they are arrears of land revenue, in accordance with the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Director of Industries & Commerce may deem fit.

Signed By:

Lalithamma K. Panose
 Lalithamma K. Panose
 General Manager (I.C.C.)
 District Industries Centre
 Ernakulam
 For and on behalf of the Government

Jolly Cyniac
 Jolly Cyniac
 Managing Director
 M/s. Holmarc Slides & Controls (P) Ltd
 H.M.T. Industrial Estate, Kalamassery

In the presence of witness:

- 1. K. B. RAJEEV, ICE PALLY PARAMBIL, PATTADUPADAM, THAILAKATUKARA
ALUVA - 683106.
- 2. SAJU FRANCIS, MINNATHOTTIYAL, CONNURAL - P.O.
KOTHAMANGALAM - 686022

Signed by:

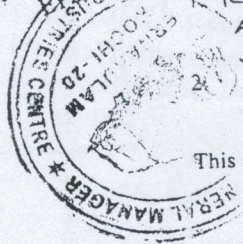
The Hirer who has been authorized to execute this agreement on behalf of the Hirer

In the presence of Witnesses:-

- 1. K. B. RAJEEV, ICE PALLY PARAMBIL, PATTADUPADAM, THAILAKATUKARA
ALUVA - 683106.
- 2. SAJU FRANCIS, MINNATHOTTIYAL, CONNURAL - P.O.
KOTHAMANGALAM - 686022

This Document is computer printed with corrections

T. Suresh
Lalithamma
 General Manager
 District Industries Centre
 Ernakulam



For HOLMARC OPTO-MECHANICALS (P) LTD.

Lalithamma K. Panose

Jolly Cyniac

Director