

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date: 14/06/2024

Certificate No. G0N2024F3098



Stamp Duty Paid : ₹ 63142000

GRN No. 117744670



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Haryana state industrial and Infrastructure development Corporation Ltd
H.No/Floor : C13/14 Sector/Ward : Sec6 LandMark : Na
City/Village : Panchkula District : Panchkula State : Haryana
Phone: 87*****72



Buyer / Second Party Detail

Name : Trehan promoters And builders Private limited
H.No/Floor : 808 Sector/Ward : Sec48 LandMark : Iris tech park tower a sohna road
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 87*****72

Purpose : CONVEYANCE DEED

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrahry.nic.in>

DEED OF CONVEYANCE

Transaction Value: Rs. 90,20,54,957/-
@7% Stamp Duty Rs. 6,31,44,500/-

Certificate no-G0N2024F3098, G0T2024F3657
GRN No. 117744670 date 14.06.24 and 117975200 dated 20.06.2024

This deed of conveyance made on the 20th day of June in the year 2024,

BETWEEN

The Haryana State Industrial & Infrastructure Development Corporation Limited, having its registered office at C-13 & 14, Sector 6, Panchkula, Haryana (hereinafter called the transferor/HSIIDC of the one part) which expression shall include its successors, assignees, administrators, executors, through its authorized signatory.

AND

M/s Trehan Promoters & Builders Private Limited, having its registered office at E-26, LGF, Panchsheel Park, New Delhi-110017 and its corporate office at Iris Tech Park, 808, Tower A, Sector 48, Sohna Road, Gurugram, Haryana-122018 (hereinafter called the transferee of the other part) of the conveyance deed, which expression shall

वसीका संबंधी विवरण		
वसीका का नाम CONVEYANCE URBAN AREA WITHIN MC		
तहसील/सब-तहसील- Manesar	गांव/शहर- Huda Sectors	स्थित- sec 80
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		हरियाणा स्टेट इंडस्ट्रियल एंड इंफ्रास्ट्रक्चर डेवलपमेंट कारपोरेशन क्षेत्र
पता : Gurugram/Manesar/Residential Estate/-/80/GH-3B		
धन संबंधी विवरण		
राशि- 902023360 रुपये	कुल स्टाम्प शुल्क- 63141636 रुपये	
स्टाम्प नं- G0N2024F3098	स्टाम्प का मूल्य- 63142000 रुपये	
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:117940970	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- SHAILENDER BAHL ADV		सेवा शुल्क- 200
भूमि का विवरण		
निवासीय		10279 Sq. Meters
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 1LE732H6	प्रॉपर्टी नं- GH-3B,	मालिक- Trehan Promoters and Builders Pvt Ltd
पता- GH-3B, , Sector 80, Manesar, 122050,		

यह प्रलेख आज दिनांक 20-06-2024 दिन गुरुवार समय 6:09:00 PM बजे श्री/श्रीमती/कुमारी HSIIDC LTD thru JOGINDER SINGHOTHER निवास PANCHKULA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता


HSIIDC LTD


संयुक्त उप पंजीयन अधिकारी Manesar

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है
या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।


HSIIDC LTD

दिनांक 20-06-2024


संयुक्त उप पंजीयन अधिकारी Manesar

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी TREHAN PROMOTERS AND BUILDERS PVT LTD thru PRADEEP KUMAROTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SHRI NIWAS ADV पति --- निवासी ADV GGM व श्री/श्रीमती/कुमारी AKASH पति --- निवासी GURUGRAM ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।



दिनांक 20-06-2024


संयुक्त उप पंजीयन अधिकारी Manesar

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date: 20/06/2024

Certificate No. GOT2024F3657



Stamp Duty Paid : ₹ 2500
(Rs. Only)

GRN No. 117975200



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Haryana state industrial And infrastructure Development corporation ltd
H.No/Floor : C13/14 Sector/Ward : Sec6 LandMark : Na
City/Village : Panchkula District : Panchkula State : Haryana
Phone: 70*****20



Buyer / Second Party Detail

Name : Trehan promoters and Builders private limited
H.No/Floor : 808 Sector/Ward : Sec48 LandMark : Iris tech park tower a sohna road
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 84*****40

Purpose : CONVEYANCE DEED

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include his/her/its heirs, successors, assignees, administrators, nominees, etc., through its authorized signatory namely Mr. Pradeep Kumar S/o Sh. Haripal Yadav, Purchase Executive of M/s Trehan Promoters & Builders Private Limited (authorized by M/s Trehan Promoters & Builders Private Limited vide its board resolution dated 15.06.2024).

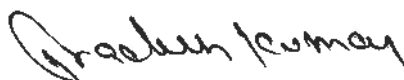
WHEREAS the plot hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

AND WHEREAS, the transferor had conducted a public auction on 07.02.2024 for allotment of Group Housing Site bearing No-GH-3B, Sector-80, Manesar subject to certain terms and conditions, wherein the transferee also participated and its bid, being the highest for the said site bearing **No. GH-3B**, measuring 10279.36 sq. mtrs. situated in Sector-80, Manesar, Tehsil Manesar, District Gurugram (Haryana) was accepted by the transferor.

WHEREAS, the transferor had issued a Regular Letter of Allotment No. HSIIDC:265 dated 15.03.2024 offering allotment of Group Housing Plot No. **GH-3B**, Sector-80, in **Manesar**, measuring **10279.36 Sq. Mtrs.** to the transferee containing the terms and conditions of allotment was issued by the transferor, in pursuance to its application for allotment of the plot for the purpose of Group Housing, which was duly accepted by the transferee vide letter of acceptance dated 08.04.2024. Subsequently an agreement dated 22.04.2024 was also executed into between the Transferor/HSIIDC & Transferee.

For Trehan Promoters & Builders Pvt. Ltd.

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Authorised Signatory

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


DGM (Estate) Manesar

Reg. No.

Reg. Year

Book No.

3546

2024-2025

1



विक्रेता



क्रेता



गवाह

उप/संयुक्त पंजीयन अधिकारी

विक्रेता :- thru JOGINDER SINGHOTHER HSIIDC LTD

क्रेता :- thru PRADEEP KUMAROTHER TREHAN PROMOTERS AND BUILDERS PVT LTD

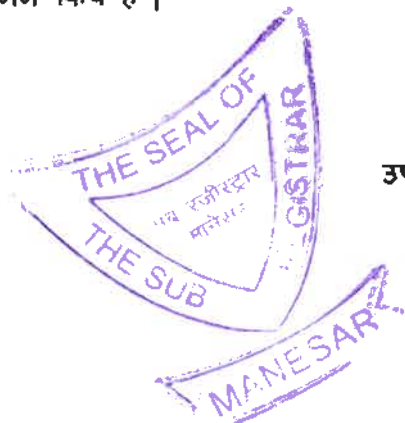
गवाह 1 :- SHRI NIWAS ADV

गवाह 2 :- AKASH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3546 आज दिनांक 20-06-2024 को बही नं 1 जिल्द नं 370 के पृष्ठ नं 174.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3019 के पृष्ठ संख्या 72 से 74 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-06-2024



उप/संयुक्त पंजीयन अधिकारी Manesar

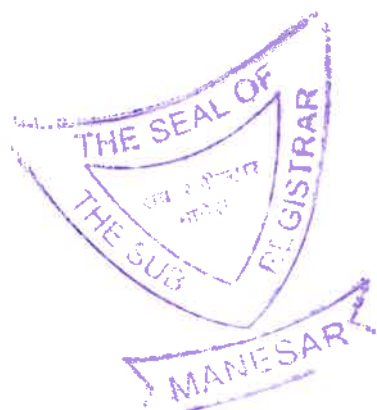
AND WHEREAS, the transferee has made the full tentative payment amounting to Rs. 83,44,03,269/- (Rupees Eighty Three Crores Forty Four Lakhs Three Thousand Two Hundred Sixty Nine only) as on date, towards the price of the said plot to the transferor after adjustment of 7.5% rebate on site cost.

AND WHEREAS, the actual physical possession of the allotted site has also been taken over by the transferee on 20.06.2024.

AND WHEREAS, the RLA dated 15.03.2024 and agreement dated 22.04.2024 shall continue to remain part & parcel of this deed in so far as the provisions contained therein are not inconsistent or at variance with any other provisions of this conveyance deed, in which case, terms and conditions of this conveyance deed shall prevail.

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the Regular Letter of Allotment dated 15.03.2024 and the Agreement dated 22.04.2024 vide which the transferee has elected to be governed by the provisions of EMP-2015, as amended from time to time and in consideration of the said sum of Rs. 83,44,03,269/- (Rupees Eighty Three Crores Forty Four Lakhs Three Thousand Two Hundred Sixty Nine only) paid by the transferee after adjustment of 7.5% rebate on the plot cost, the transferor hereby grants and conveys to the transferee all that part and parcel of plot in Group Housing Plot No. GH-3B, Sector-80, in Manesar, measuring 10279.36 Sq.Mtrs. (hereinafter called the plot/site) on the following terms and conditions:

1. That the Site has been allotted on "as is where is basis" and that transferor will not be responsible for levelling uneven plot; and 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.
2. That fragmentation /sub-division of the plot/site by the transferee is not permissible under any circumstances.
3. That any delay on the part of the transferee in taking over the possession of the Site shall not exempt it from the non-completion of construction within stipulated period.
4. That the transferee shall not create any third-party rights until full payment of the plot and other dues have been made to transferor, possession has been taken and conveyance deed has been got executed in its favour. That the transferee shall be free to create third party rights by way of sale or leasehold of the built-up area only.
5. That notwithstanding the execution of Deed of Conveyance in its favour, the transferee shall be required to obtain prior written permission for Change in Constitution and Transfer of the site (including transfer of shareholding) which shall be considered after execution of conveyance deed upon full

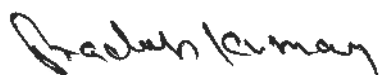


payment of the cost of the site, including other outstanding dues, and subject to payment of applicable fee. Further, transfer of the site can be affected through execution of sale deed only. Other terms and conditions for transfer of site and fee for transfer permission shall be regulated as per the Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time. As the transferee shall be stepping into the shoes of the original transferee, the transferee shall be required to comply with all terms and conditions of the bid documents, RLA, Agreement, Conveyance Deed, provisions of EMP, State Govt guidelines and the transferee must continue to abide by the third party rights/ agreements entered into by the original transferee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to HRERA), as applicable.

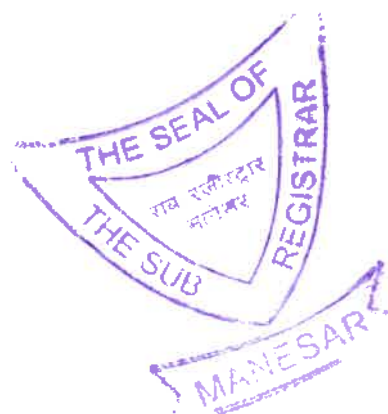
6. That the transferee may mortgage or create any right/interest on the site to secure the financial assistance from banks/FIs after execution of Conveyance Deed and subject to the condition that irrespective of the provisions of the Insolvency and Bankruptcy Code 2016, The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and other related Acts, the transferor shall have first charge on the plot/site for recovery of its dues and the charge of the bank/FI shall be second/subservient. The mortgage to be created by the transferee in favor of Bank/FI shall be without prejudice to the rights of the transferor in terms of the RLA/deed of conveyance in respect of the site in question.
7. That in the event of auction of the site by the mortgagee bank/FI for recovery of its dues, the Bank/auction purchaser who purchases the property in auction from bank/FI shall be required to clear the dues of the transferor in respect of the site as the purchaser shall be stepping into the shoes of the original transferee. Such auction purchaser shall utilize the plot/site/premises for permissible activities only and in case the project was not completed by the previous transferee, such auction purchaser shall be required to complete the project within the time period available to the original transferee failing which the provisions relating to grant of extension as provided in Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time shall be applicable. Such auction purchaser shall be required to abide by the terms and conditions of allotment of this site and must continue to abide by the third-party rights/ agreements entered into by the original transferee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to HRERA), as applicable as it shall be stepping into shoes of the transferee. Moreover, building violations, if any, shall be the sole responsibility of the new buyer.
8. That notwithstanding the execution of Deed of Conveyance in his/her/its favor, the transferee shall have to take prior written permission of transferor for mortgage / transfer of the site.

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

For Trehan Promoters & Builders Pvt. Ltd.

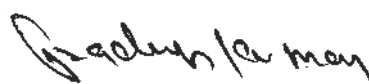

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DGM (Estate) Manesar



9. That the transferee would be required to intimate to transferor the number of dwelling units (DUs) proposed to be constructed on the allotted site and sizes thereof before approval of building plans. Change in size and number of dwelling units will be allowed as per provisions of EMP-2015 for Group Housing Plots/sites and Haryana Building Code-2017, as amended from time to time.
10. That the transferee shall ensure that development of Group Housing colony is done as per zoning plan, approved building plan and as per provisions applicable for Group Housing Sites contained in the Haryana Building Code - 2017, as amended from time to time.
11. That the transferee shall construct the building on the aforesaid plot only after getting the building plans approved from the Competent Authority of transferor and occupy the building after obtaining Occupation Certificate from Competent Authority of transferor.
12. That zoning violations and deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In case, the zoning violation is not removed then the necessary action will be initiated by the Competent Authority of transferor for resumption of the plot.
13. The construction norms would be governed by the Haryana Building Code 2017, Haryana Development and Regulation of Urban Area Act, 1975, Haryana Development and Regulation of Urban Area Rules, 1976, The Punjab Scheduled Roads and Controlled, Areas Restriction of Unregulated Development Act, 1963, and The Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 (as amended from time to time). Approval of building plan, occupation certificate shall be given by transferor.
14. That the transferee shall be required to complete the construction with minimum construction norms as specified under Rule 4.10(3) of Haryana Building Code, 2017, as amended from time to time, and obtain occupation certificate from transferor, within a period of five (5) years from the date of offer of possession. For the purpose of clarity, possession shall be formally offered by transferor after basic level infrastructure facilities i.e., motorable road, water supply system and electrical infrastructure system for construction, as per EMP provisions, are provided.
15. That while all the open spaces including those between the blocks and wings of buildings shall be developed, equipped and landscaped according to the plans approved by the transferor; at least 15% of the total site area shall be developed as organized open spaces i.e. for tot lots and playground.
16. That The Said sites are part of the area covered under the New Integrated Licensing Policy, 2022 dated 11.05.2022 for Residential and Commercial Uses in Haryana and therefore, the transferee shall not be bound to develop

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

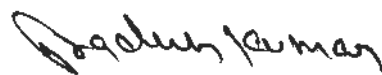

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DGM (Estate) Manesar



proportionate residential housing for the Economically Weaker Sections (EWS).

17. That the benefits of additional FAR for adopting green norms/ getting project certified from Green Rating for Integrated Habitat Assessment (GRIHA) /Indian Green Building Council (IGBC)/ Leadership in Energy and Environmental Design (LEED) shall be applicable as specified in the Haryana Building Code, as amended from time to time, on payment of Internal Development Charges as decided by the transferor at the time of deposit of such charges.
18. That the Transferable Development Rights (TDR) policy issued by the Principal Secretary to Government of Haryana, Town and Country Planning Department, Chandigarh, vide Notification No.: Misc-454/2021/28849 dated 16.11.2021 shall be applicable subject to payment of applicable charges as per said policy and Internal Infrastructure Development Charges as decided by the Corporation at the time of deposit of such charges.
19. That the site shall not be used for any purpose other than that for which it has been allotted. No nuisance activity shall be carried out on site/buildings constructed. If at any time, it comes to the notice of the transferor that the transferee is using the land or the building for the purposes other than the permissible uses, a notice will be served upon the transferee to restore the same to the permissible uses within thirty days from the date of issue of notice. In the event of failure to do so, the land/building constructed thereon shall be liable to be resumed.
20. That the transferee shall not make any alterations/additions to the structure erected on the site, as per the approved Building Plan, without prior/explicit written permission of Competent Authority.
21. That the transferee may avail five annual extensions subject to payment of extension fee as per Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time.
22. That non completion of the minimum construction norms as specified under Rule 4.10(3) of Haryana Building Code, 2017, as amended from time to time, and not obtaining Occupation Certificate within the above specified time periods and non-adherence to any of the terms and conditions of allotment shall entail resumption of the plot/site.
23. That the transferor will provide water supply connection on the periphery of Group Housing Site and further arrangement for the storage and boosting will have to be made by the transferee itself as per its requirement at its own cost.
24. That the transferee shall ensure that the flats/DUs are transferred to its members in accordance with the provisions of Haryana Apartment Ownership Act, 1983 and rules made thereunder, as amended from time to time. The



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transferee shall also ensure that all the formalities required to be completed before they are giving possession of the flats/DUs are complied.

25. That the transferee shall get the Project registered under 'Real Estate Regulation Act' with the competent authority and shall comply with all the applicable Laws/Rules & Regulations for development of the site including Real Estate (Regulation and Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules and Haryana Apartment Ownership Act, 1983 and rules made thereunder, as amended from time to time.
26. That the responsibility of the ownership of the common areas and facilities as well as their managements and maintenance shall vest in the transferee till such time the responsibility is transferred to the owners of the dwelling units under the Haryana Apartment Ownership Act, 1983 and rules made there under, as amended from time to time.
27. That the transferee shall permit MD/HSIIDC or other officers authorized by him/her in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the transferee shall carry out all directions issued by him/her and ensure compliance of the execution of the layout and development works in accordance with the approved scheme and plans.
28. That the transferor may by its officers and servants at all reasonable times and in a reasonable manner after giving twenty-four hours' notice in writing, enter in and upon any part of the site and building erected thereon for the purpose of ascertaining that the transferee has duly performed and complied with the conditions to be observed under the terms of allotment.
29. 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 act and things and all costs incurred in connection therewith or in any way relating thereto.
30. That the transferor shall continue to be owner of all mines and minerals whatsoever including sub soil, water in or underneath surface of the site with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing and 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 site and to sink pits, erect buildings, construct lines and generally appropriate and use surface of the said site 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 of premises or building on the said site by such

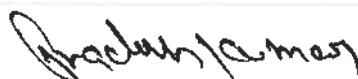


works or workings or letting down as may be agreed upon between the transferor and transferee.

31. That the transferee shall adhere to all provisions/requirements under the Environment (Protection) Act 1986, the Water (Prevention and Control of Pollution) Act 1974 and the Air (Prevention and Control of Pollution) Act 1981 with Rules of these Acts with all up to date/time to time amendments in the Acts as well as the rules and also obtain the necessary Environmental Clearance and other mandatory clearances from the appropriate Competent Authorities/regulatory bodies, as required under the relevant Act (s).
32. That the transferee shall have to take water for the said plot 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 or outside the plot for meeting its water requirements.
33. That the transferee shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said site and building by the competent authority including applicable maintenance and service charges fixed from time to time and as communicated by the transferor. The maintenance and service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager/ Officer in charge of transferor, failing which applicable interest/ penalty shall be payable by the transferee.
34. That the transferee will be liable to pay the amount, if any, found in arrears on account of calculation mistake or any other account or otherwise without questioning the period to which it may relate.
35. That the transferee shall comply with all Estate Management Regulations dealing with Malba, cleanliness, quantum and quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things, for proper maintenance of the estate and its surrounding. Transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.
36. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the estate and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part of land so utilized payable by transferor to the Govt. or any authority on its behalf will be recoverable by transferor from its transferees proportionately. Any 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, with applicable interest, as may be decided by transferor.

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

For Trehan Promoters & Builders Pvt. Ltd.



Authorised Signatory

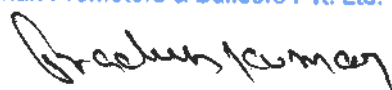


DGM (Estate) Manesar



37. That the provision for surrender of the Site and refund of payments upon surrender shall be as per provisions of EMP 2015 of transferor applicable for Group Housing Sites as amended from time to time/ decision of Board of Directors of transferor.
38. That the transferee shall be responsible for Obtaining all clearances from respective Govt. departments and will be solely responsible for any dispute, if arises with 3rd party beneficiaries, including issues with HRERA.
39. That the transferee shall be responsible for filing of deed of declaration, formation of RWA and handing over of property to RWA - after sale of all apartments/inventory.
40. That if the transferee appoints ANY ATTORNEY, he/she/they shall submit, with transferor, the certified copy of the Registered Power of Attorney along with 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 and a certificate/undertaking confirming its validity at the time of acting upon it with the transferor.
41. That the transferor will be competent to resume aforesaid site in case the transferee defaults in complying with the terms and conditions of bid document, allotment, agreement, this deed of conveyance, provisions of EMP-2015, as amended from time to time, etc. or if the transferee violates any of the provisions of Applicable Laws/ Acts/Rules. The resumption of site would be done by the transferor after giving show cause notice. Consequent upon resumption of the Site, the ownership of the land including structures raised on it shall vest with the transferor and transferor shall take actions, including but not limited to the following:
- a. Evaluation of the extent of development works already undertaken or pending,
 - b. Assessment of the claims and liabilities against the defaulting transferee including but not limited to creation of third-party rights by the defaulting transferee, if any, and detail of receipts of amounts from such third-parties, loans, mortgage of land/assets, pledge of shares etc. by the defaulting transferee
 - c. Obtaining audited statement of accounts of the Project including complete details of receipts and expenditures of the Project
 - d. Taking measures to inform third parties to not pay any further amount to the defaulting transferee.
 - e. Seeking any other information pertaining to the Project etc.

Subsequently, for the purposes of completion of the Project, transferor may invite bids from third-party entities including but not limited to developers or Banks or financial institutions to take over the Project or part of it along with



Authorised Signatory



DGM (Estate) Manesar



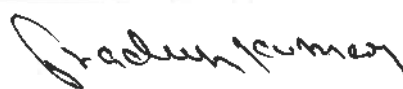
such assets and liabilities and honor all such existing contractual obligations of the transferee. Transferor may also develop the said area under any law through any agency or Authority of its choice by taking charge of all the assets and liabilities of the Project and by honoring all such existing contractual obligations of the defaulting transferee.

Notwithstanding the above, in case all attempts to revive the Project fail, the Project may be scrapped and the outstanding dues of the transferor as well as payments made by the third parties to the defaulting transferee may be recovered through sale of assets of the defaulting transferee. In case the recovered amount is less than the combined figure of all liabilities, the amount shall be distributed proportionately amongst all such stakeholders. However, any excess recovery shall be deposited with transferor.

The defaulting transferee shall not have any claim on the land/ site and the resumption of the site by the transferor, shall not absolve the defaulting transferee of its obligations under Real Estate Regulation Act.

42. That the aforesaid site once resumed shall not be restored by transferor. However, an appeal against the orders of resumption passed by the Managing Director shall lie before the Appellate Authority i.e. Administrative Secretary of the Industries Department. Such appeal shall be made within 90 days of passing of resumption order, in the office of Administrative Secretary of the Industries Department. The decision of the Appellate Authority shall be final and binding.
43. That the transferee confirms that it is fully aware of provisions of HEEP-2020, EMP-2015 and Haryana Building Code -2017 as amended from time to time and has gone through the same. The transferee agrees & undertakes to abide by and be bound by the said provisions of HEEP-2020, EMP-2015 and Haryana Building Code -2017 as amended from time to time and decisions of the Board of Directors of transferor.
44. That the transferee shall be responsible for the maintenance and upkeep of all roads, open spaces, parks, and public health services etc. over the plot.

For Trehan Promoters & Builders Pvt. Ltd.


Authorised Signatory

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


DGM (Estate) Manesar



45. That all the expenses, incidental to the execution of this deed, including stamp duty, shall be borne by the transferee.

46. That in matters of interpretation of any clause of this Agreement, decision of MD/HSI IDC will be final and binding on the transferee.

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

PARTY OF FIRST PART

for and on behalf of
Haryana State Indl. & Infr. Dev. Corp. Ltd./Transferor
For Haryana State Indl. & Inf. Dev. Corp. Ltd.

DGM (Estate), Manesar
DGM (Estate), Manesar

Witness:

Signature: _____

Name: SHRI NIWAS (Advocate)

Residence: Distt. Court Gurugram

Occupation: Reg. No. P/1143/2008

PARTY OF SECOND PART:

for and on behalf of /transferee

M/s Trehan Promoters & Builders Private Limited.

For Trehan Promoters & Builders Pvt. Ltd.
Authorised Signatory

Witness:

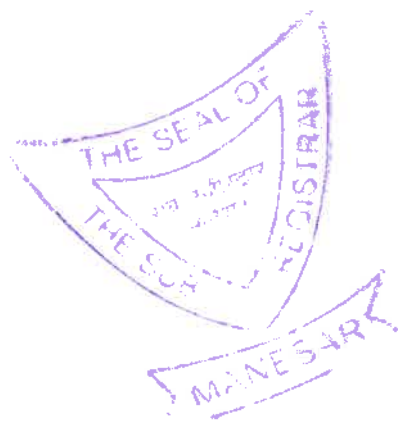
Signature: _____

Name: AKASH & SH. SURHASH

Residence: VPO JHAKSA, GORULHARA

Occupation: _____

Authorised Signatory



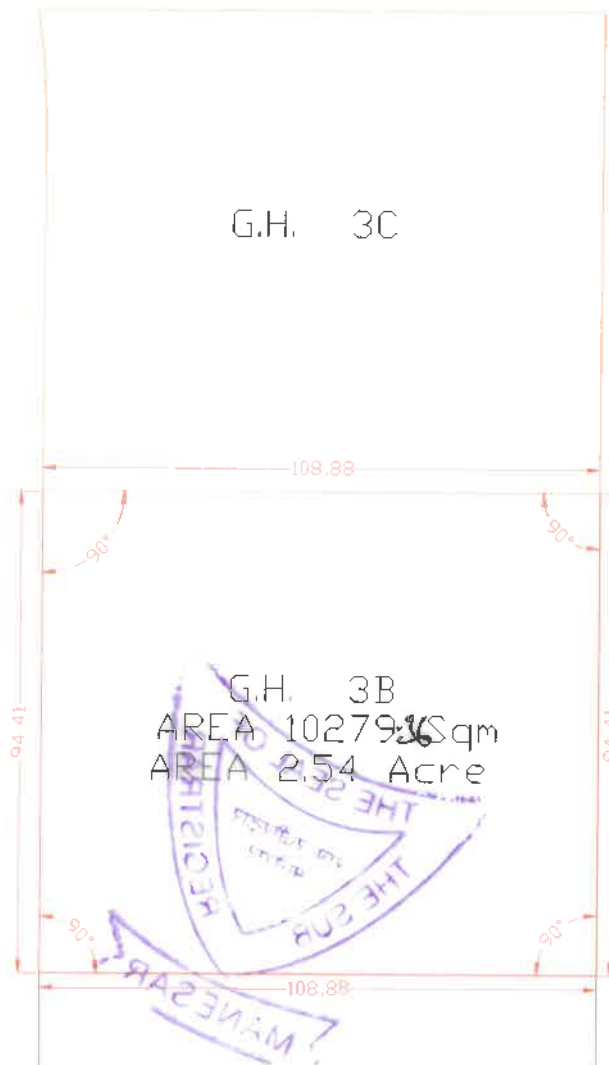
Plot No. GH-3B , Sector 80 , Manesar
PLOT AREA=10279.0 SQ.MT.



ROAD 30M WIDE

G.H. 3C

ROAD 30M WIDE



ROAD 24M WIDE

For Trehan Promoters & Builders Pvt. Ltd.

Trehan Promoters & Builders Pvt. Ltd.
Authorised Signatory

Plot No. GH-3B , Sector 80 , Manesar
PLOT AREA=10579.0 SQ.MT.



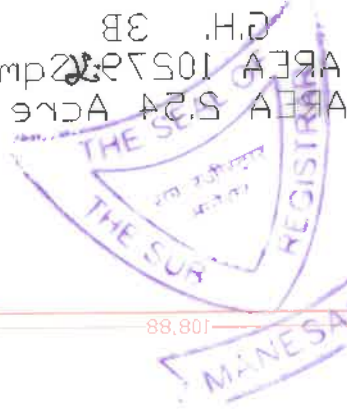
ROAD 30M WIDE

G.H. 3C

ROAD 54M WIDE

ROAD 30M WIDE

AREA 5.24 Acre
G.H. 3B
AREA 10579.02 sqm



108.88

108.88

10.40

10.40

30°

30°

30°

30°

For Trehn Promoters & Builders Pvt. Ltd.

Authorized Signatory
Deshraj Kumar

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 10/04/2024

Certificate No. G0J2024D2854



GRN No. 115371968



Stamp Duty Paid : ₹ 71705000
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Haryana state industrial and Infrastructure development Corporation Ltd
H.No/Floor : C13/14 Sector/Ward : 6 LandMark : Na
City/Village : Panchkula District : Panchkula State : Haryana
Phone: 95*****90



Buyer / Second Party Detail

Name : Trehan promoters And builders Private limited
H.No/Floor : 808 Sector/Ward : 48 LandMark : Iris tech park tower a sohna road
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 95*****90

Purpose : CONVEYANCE DEED



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://e-grashry.nic.in>

DEED OF CONVEYANCE

Transaction Value: Rs.102,43,43,466/-
@7% Stamp Duty Rs.7,17,05,000/-
Certificate no-G0J2024D2854
GRN No. 115371968 dated 10.04.2024

This deed of conveyance made on the 23RD day of April in the year 2024,

BETWEEN

The Haryana State Industrial & Infrastructure Development Corporation Limited, having its registered office at C-13 & 14, Sector 6, Panchkula, Haryana (hereinafter called the transferor/HSIIDC of the one part) which expression shall include its successors, assignees, administrators, executors, through its authorized signatory.

For Trehan Promoters & Builders Pvt. Ltd.

Director / Authorised Signatory

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

DGM (Estate) Manesar Page

वसीका संबंधी विवरण	
वसीका का नाम CONVEYANCE URBAN AREA WITHIN MC	
तहसील/सब-तहसील- Manesar	गांव/शहर- Huda Sectors
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर	हरियाणा स्टेट इंडस्ट्रियल एंड इंफ्रास्ट्रक्चर डेवलपमेंट कारपोरेशन
पता : Gurugram/Manesar/Residential Estate/-/80/GH-3C	
धन संबंधी विवरण	
राशि- 1024343488 रुपये	कुल स्टाम्प शुल्क- 71704040 रुपये
स्टाम्प नं- G0J2024D2854	स्टाम्प का मूल्य- 71705000 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:115475992
	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- SHAILENDER BAHL ADV	सेवा शुल्क- 200
भूमि का विवरण	
निवासीय	10279 Sq. Meters
स्थानीय शहरी निकाय संबंधी विवरण	
प्रॉपर्टी आईडी- 1L16BLQ0	प्रॉपर्टी नं- gh-3c sector 80
पता- gh-3c sector 80, 122001,	मालिक- Trehan Promoters And Builders pvt ltd

यह प्रलेख आज दिनांक 23-04-2024 दिन मंगलवार समय 3:48:00 PM बजे श्री/श्रीमती/कुमारी HSIIDC LTD thru JOGINDER SINGH OTHER निवास PANCHKULA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता


HSIIDC LTD

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 23-04-2024

HSIIDC LTD

उपरोक्त क्रेता व श्री/श्रीमती/कुमारी TREHAN PROMOTERS AND BUILDERS PVT LTD thru GOUTAM PATRA OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SHRINI WAS ADV पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी PRAMOD KUMAR पिता SATNARAYAN निवासी GURUGRAM ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।



दिनांक 23-04-2024

संयुक्त उप पंजीयन अधिकारी Manesar

Sub Registrar
Manesar (Gurgaon)

AND

M/s Trehan Promoters & Builders Private Limited, having its registered office at E-26, LGF, Panchsheel Park, New Delhi-110017 and its corporate office at Iris Tech Park, 808, Tower A, Sector 48, Sohna Road, Gurugram, Haryana-122018 (hereinafter called the transferee of the other part) of the conveyance deed, which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc., through its authorized signatory namely Mr. Goutam Patra (Aadhar NO. 7644 1200 6597) S/o Late Sh. Dhananjoy Patra, Chief Coordinator - Project of M/s Trehan Promoters & Builders Private Limited (authorized by M/s Trehan Promoters & Builders Private Limited vide its board resolution dated 07.02.2024).

WHEREAS the plot hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights.

AND WHEREAS, the transferor had conducted a public auction on 07.02.2024 for allotment of Group Housing Site bearing No-GH-3C, Sector-80, Manesar subject to certain terms and conditions, wherein the transferee also participated and its bid, being the highest for the said site bearing No. GH-3C, measuring 10279 sq. mtrs. situated in Sector-80, Manesar, Tehsil Manesar, District Gurugram (Haryana) was accepted by the transferor.

WHEREAS, the transferor had issued a Regular Letter of Allotment No. HSIIDC:260 dated 11.03.2024 offering allotment of Group Housing Plot No. GH-3C, Sector-80, in Manesar, measuring 10279 Sq. Mtrs. to the transferee containing the terms and conditions of allotment was issued by the transferor, in pursuance to its application for allotment of the plot for the purpose of Group Housing, which was duly accepted by the transferee vide letter of acceptance dated 20.03.2024. Subsequently an agreement dated 22.03.2024 was also executed into between the Transferor/HSIIDC & Transferee.

AND WHEREAS, the transferee has made the full tentative payment amounting to Rs. 92,19,09,120/- (Rupees Ninety-Two Crores Nineteen Lakhs Nine Thousand One Hundred Twenty only) as on date, towards the price of the said plot to the transferor after adjustment of 10% rebate on site cost.

AND WHEREAS, the actual physical possession of the allotted site has also been taken over by the transferee on 05.04.2024.

AND WHEREAS, the RLA dated 11.03.2024 and agreement dated 22.03.2024 shall continue to remain part & parcel of this deed in so far as the provisions contained therein are not inconsistent or at variance with any other provisions of this conveyance deed, in which case, terms and conditions of this conveyance deed shall prevail.

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


DGM (Estate) Manesar

Reg. No.

Reg. Year

Book No.

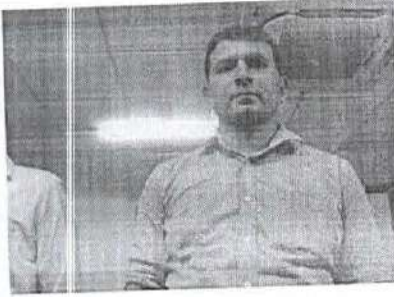
809

2024-2025

1



विक्रेता



क्रेता



गवाह

उप/सयुक्त पंजीयन अधिकारी
Manesar

विक्रेता :- thru JOGINDER SINGHOTHER HSIIDC LTD

क्रेता :- thru GOUTAM PATRAOTHEER TREHAN PROMOTERS AND BUILDERS PVT LTD

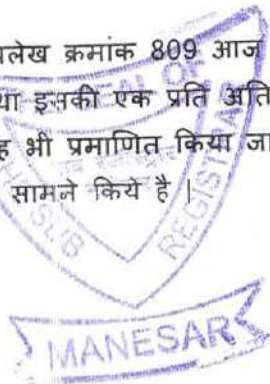
गवाह 1 :- SHRINIWAS ADV

गवाह 2 :- PRAMOD KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 809 आज दिनांक 23-04-2024 को बही नं 1 जिल्द नं 367 के पृष्ठ नं 90.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2933 के पृष्ठ संख्या 56 से 58 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 23-04-2024



Sub Registrar

उप/सयुक्त पंजीयन अधिकारी Manesar

NOW THEREFORE, this deed witnessed that for the purpose of carrying into effect the Regular Letter of Allotment dated 11.03.2024 and the Agreement dated 22.03.2024 vide which the transferee has elected to be governed by the provisions of EMP-2015, as amended from time to time and in consideration of the said sum of Rs. 92,19,09,120/- (Rupees Ninety-Two Crores Nineteen Lakhs Nine Thousand One Hundred Twenty only) paid by the transferee after adjustment of 10% rebate on the plot cost, the transferor hereby grants and conveys to the transferee all that part and parcel of plot in Group Housing Plot No. GH-3C, Sector-80, in Manesar, measuring 10279 sq. mtrs. (hereinafter called the plot/site) on the following terms and conditions:

1. That the Site has been be allotted on "as is where is basis" and that transferor will not be responsible for levelling uneven plot; and 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.
2. That fragmentation /sib-division of the plot/site by the transferee is not permissible under any circumstances.
3. That any delay on the part of the transferee in taking over the possession of the Site shall not exempt it qua the non-completion of construction within stipulated period.
4. That the transferee shall not create any third-party rights until full payment of the plot and other dues have been made to transferor, possession has been taken and conveyance deed has been got executed in its favour. That the transferee shall be free to create third party rights by way of sale or leasehold of the built-up area only
5. That notwithstanding the execution of Deed of Conveyance in its favour, the transferee shall be required to obtain prior written permission for Change in Constitution and Transfer of the site (including transfer of shareholding) which shall be considered after execution of conveyance deed upon full payment of the cost of the site, including other outstanding dues, and subject to payment of applicable fee. Further, transfer of the site can be affected through execution of sale deed only. Other terms and conditions for transfer of site and

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


DGM (Estate) Manesar



fee for transfer permission shall be regulated as per the Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time. As the transferee shall be stepping into the shoes of the original transferee, the transferee shall be required to comply with all terms and conditions of the bid documents, RLA, Agreement, Conveyance Deed, provisions of EMP, State Govt guidelines and the transferee must continue to abide by the third party rights/ agreements entered into by the original transferee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to HRERA), as applicable.

6. That the transferee may mortgage or create any right/interest on the site to secure the financial assistance from banks/FIs after execution of Conveyance Deed and subject to the condition that irrespective of the provisions of the Insolvency and Bankruptcy Code 2016, The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and other related Acts, the transferor shall have first charge on the plot/site for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. The mortgage to be created by the transferee in favor of Bank/FI shall be without prejudice to the rights of the transferor in terms of the RLA/deed of conveyance in respect of the site in question.
7. That in the event of auction of the site by the mortgagee bank/FI for recovery of its dues, the Bank/auction purchaser who purchases the property in auction from bank/FI shall be required to clear the dues of the transferor in respect of the site as the purchaser shall be stepping into the shoes of the original transferee. Such auction purchaser shall utilize the plot/site/premises for permissible activities only and in case the project was not completed by the previous transferee, such auction purchaser shall be required to complete the project within the time period available to the original transferee failing which the provisions relating to grant of extension as provided in Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time shall be applicable. Such auction purchaser shall

For Trehan Promoters & Builders Pvt. Ltd.


Authorized Signatory

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


DGM (Estate) Manesar



be required to abide by the terms and conditions of allotment of this site and must continue to abide by the third-party rights/ agreements entered into by the original transferee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to HRERA), as applicable as it shall be stepping into shoes of the transferee. Moreover, building violations, if any, shall be the sole responsibility of the new buyer.

8. That notwithstanding the execution of Deed of Conveyance in his/her/its favor, the transferee shall have to take prior written permission of transferor for mortgage / transfer of the site.
9. That the transferee would be required to intimate to transferor the number of dwelling units (DUs) proposed to be constructed on the allotted site and sizes thereof before approval of building plans. Change in size and number of dwelling units will be allowed as per provisions of EMP-2015 for Group Housing Plots/sites and Haryana Building Code-2017, as amended from time to time.
10. That the transferee shall ensure that development of Group Housing colony is done as per zoning plan, approved building plan and as per provisions applicable for Group Housing Sites contained in the Haryana Building Code - 2017, as amended from time to time.
11. That the transferee shall construct the building on the aforesaid plot only after getting the building plans approved from the Competent Authority of transferor and occupy the building after obtaining Occupation Certificate from Competent Authority of transferor.
12. That zoning violations and deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In case, the zoning violation is not removed then the necessary action will be initiated by the Competent Authority of transferor for resumption of the plot.

For Trehan Promoters & Builders Pvt. Ltd.


Director Authorized Signatory

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

5 | Page

DGM (Estate) Manesar



13. The construction norms would be governed by the Haryana Building Code 2017, Haryana Development and Regulation of Urban Area Act, 1975, Haryana Development and Regulation of Urban Area Rules, 1976, The Punjab Scheduled Roads and Controlled, Areas Restriction of Unregulated Development Act, 1963, and The Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 (as amended from time to time) Approval of building plan, occupation certificate shall be given by transferor.
14. That the transferee shall be required to complete the construction with minimum construction norms as specified under Rule 4.10(3) of Haryana Building Code, 2017, as amended from time to time, and obtain occupation certificate from transferor, within a period of five (5) years from the date of offer of possession. For the purpose of clarity, possession shall be formally offered by transferor after basic level infrastructure facilities i.e., motorable road, water supply system and electrical infrastructure system for construction, as per EMP provisions, are provided.
15. That while all the open spaces including those between the blocks and wings of buildings shall be developed, equipped and landscaped according to the plans approved by the transferor; at least 15% of the total site area shall be developed as organized open spaces i.e. for tot lots and playground.
16. That The Said sites are part of the area covered under the New Integrated Licensing Policy, 2022 dated 11.05.2022 for Residential and Commercial Uses in Haryana and therefore, the transferee shall not be bound to develop proportionate residential housing for the Economically Weaker Sections (EWS).
17. That the benefits of additional FAR for adopting green norms/ getting project certified from Green Rating for Integrated Habitat Assessment (GRIHA) /Indian Green Building Council (IGBC)/ Leadership in Energy and Environmental Design (LEED) shall be applicable as specified in the Haryana Building Code, as amended from time to time, on payment of Internal Development Charges as decided by the transferor at the time of deposit of such charges.

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


DGM (Estate) Manesar



18. That the Transferable Development Rights (TDR) policy issued by the Principal Secretary to Government of Haryana, Town and Country Planning Department, Chandigarh, vide Notification No.: Misc-454/2021/28849 dated 16.11.2021 shall be applicable subject to payment of applicable charges as per said policy and Internal Infrastructure Development Charges as decided by the Corporation at the time of deposit of such charges.
19. That the site shall not be used for any purpose other than that for which it has been allotted. No nuisance activity shall be carried out on site/buildings constructed. If at any time, it comes to the notice of the transferor that the transferee is using the land or the building for the purposes other than the permissible uses, a notice will be served upon the transferee to restore the same to the permissible uses within thirty days from the date of issue of notice. In the event of failure to do so, the land/building constructed thereon shall be liable to be resumed.
20. That the transferee shall not make any alterations/additions to the structure erected on the site, as per the approved Building Plan, without prior/explicit written permission of Competent Authority.
21. That the transferee may avail five annual extensions subject to payment of extension fee as per Estate Management Procedures, 2015 (EMP) of transferor, applicable for group housing plots, as amended from time to time.
22. That non completion of the minimum construction norms as specified under Rule 4.10(3) of Haryana Building Code, 2017, as amended from time to time, and not obtaining Occupation Certificate within the above specified time periods and non-adherence to any of the terms and conditions of allotment shall entail resumption of the plot/site.
23. That the transferor will provide water supply connection on the periphery of Group Housing Site and further arrangement for the storage and boosting will have to be made by the transferee itself as per its requirement at its own cost.

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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

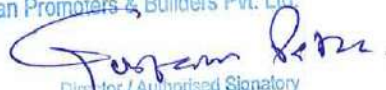
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DGM (Estate) Manesar



24. That the transferee shall ensure that the flats/DUs are transferred to its members in accordance with the provisions of Haryana Apartment Ownership Act, 1983 and rules made thereunder, as amended from time to time. The transferee shall also ensure that all the formalities required to be completed before they are giving possession of the flats/DUs are complied.
25. That the transferee shall get the Project registered under 'Real Estate Regulation Act' with the competent authority and shall comply with all the applicable Laws/Rules & Regulations for development of the site including Real Estate (Regulation and Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules and Haryana Apartment Ownership Act, 1983 and rules made thereunder, as amended from time to time.
26. That the responsibility of the ownership of the common areas and facilities as well as their managements and maintenance shall vest in the transferee till such time the responsibility is transferred to the owners of the dwelling units under the Haryana Apartment Ownership Act, 1983 and rules made thereunder, as amended from time to time.
27. That the transferee shall permit MD/HSIIDC or other officers authorized by him/her in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the transferee shall carry out all directions issued by him/her and ensure compliance of the execution of the layout and development works in accordance with the approved scheme and plans.
28. That the transferor may by its officers and servants at all reasonable times and in a reasonable manner after giving twenty-four hours' notice in writing, enter in and upon any part of the site and building erected thereon for the purpose of ascertaining that the transferee has duly performed and complied with the conditions to be observed under the terms of allotment.

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


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DGM (Estate) Manager

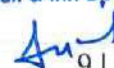


29. That the transferor shall have full right, power and authority at all times, to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance of all or any of the terms, conditions and reservations imposed and to recover from transferee, as first charge upon the said land/building, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.
30. That the transferor shall continue to be owner of all mines and minerals whatsoever including sub soil, water in or underneath surface of the site with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing and 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 site and to sink pits, erect buildings, construct lines and generally appropriate and use surface of the said site 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 of premises or building on the said site by such works or workings or letting down as may be agreed upon between the transferor and transferee.
31. That the transferee shall adhere to all provisions/requirements under the Environment (Protection) Act 1986, the Water (Prevention and Control of Pollution) Act 1974 and the Air (Prevention and Control of Pollution) Act 1981 with Rules of these Acts with all up to date/time to time amendments in the Acts as well as the rules and also obtain the necessary Environmental Clearance and other mandatory clearances from the appropriate Competent Authorities/regulatory bodies, as required under the relevant Act (s).

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


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DGM (Estate) Manesar



32. That the transferee shall have to take water for the said plot 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 or outside the plot for meeting its water requirements.
33. That the transferee shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said site and building by the competent authority including applicable maintenance and service charges fixed from time to time and as communicated by the transferor. The maintenance and service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager/ Officer in charge of transferor, failing which applicable interest/ penalty shall be payable by the transferee.
34. That the transferee will be liable to pay the amount, if any, found in arrears on account of calculation mistake or any other account or otherwise without questioning the period to which it may relate.
35. That the transferee shall comply with all Estate Management Regulations dealing with Malba, cleanliness, quantum and quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things, for proper maintenance of the estate and its surrounding. Transferor shall be within its rights to ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.
36. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the estate and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part of land so utilized payable by transferor to the Govt. or any authority on its behalf will be recoverable by transferor from its transferees proportionately. Any amount demanded by transferor on account of such external development charges will be payable by the transferee to

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


Director / Authorised Signatory



transferor in lump-sum or in installments, with applicable interest, as may be decided by transferor.

37. That the provision for surrender of the Site and refund of payments upon surrender shall be as per provisions of EMP 2015 of transferor applicable for Group Housing Sites as amended from time to time/ decision of Board of Directors of transferor.
38. That the transferee shall be responsible for Obtaining all clearances from respective Govt. departments and will be solely responsible for any dispute, if arises with 3rd party beneficiaries, including issues with HRERA.
39. That the transferee shall be responsible for filing of deed of declaration, formation of RWA and handing over of property to RWA - after sale of all apartments/inventory.
40. That if the transferee appoints ANY ATTORNEY, he/she/they shall submit, with transferor, the certified copy of the Registered Power of Attorney along with 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 and a certificate/undertaking confirming its validity at the time of acting upon it with the transferor.
41. That the transferor will be competent to resume aforesaid site in case the transferee defaults in complying with the terms and conditions of bid document, allotment, agreement, this deed of conveyance, provisions of EMP-2015, as amended from time to time, etc. or if the transferee violates any of the provisions of Applicable Laws/ Acts/Rules. The resumption of site would be done by the transferor after giving show cause notice. Consequent upon resumption of the Site, the ownership of the land including structures raised on it shall vest with the transferor and transferor shall take actions, including but not limited to the following:
- a. Evaluation of the extent of development works already undertaken or pending,

For Trehan Promoters & Builders Pvt. Ltd.


Director/Authorized Signatory

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

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DGM (Estate) Manesar



- b. Assessment of the claims and liabilities against the defaulting transferee including but not limited to creation of third-party rights by the defaulting transferee, if any, and detail of receipts of amounts from such third-parties, loans, mortgage of land/assets, pledge of shares etc. by the defaulting transferee
- c. Obtaining audited statement of accounts of the Project including complete details of receipts and expenditures of the Project
- d. Taking measures to inform third parties to not pay any further amount to the defaulting transferee.
- e. Seeking any other information pertaining to the Project etc.

Subsequently, for the purposes of completion of the Project, transferor may invite bids from third-party entities including but not limited to developers or Banks or financial institutions to take over the Project or part of it along with such assets and liabilities and honor all such existing contractual obligations of the transferee. Transferor may also develop the said area under any law through any agency or Authority of its choice by taking charge of all the assets and liabilities of the Project and by honoring all such existing contractual obligations of the defaulting transferee.

Notwithstanding the above, in case all attempts to revive the Project fail, the Project may be scrapped and the outstanding dues of the transferor as well as payments made by the third parties to the defaulting transferee may be recovered through sale of assets of the defaulting transferee. In case the recovered amount is less than the combined figure of all liabilities, the amount shall be distributed proportionately amongst all such stakeholders. However, any excess recovery shall be deposited with transferor.

The defaulting transferee shall not have any claim on the land/ site and the resumption of the site by the transferor, shall not absolve the defaulting transferee of its obligations under Real Estate Regulation Act.

For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

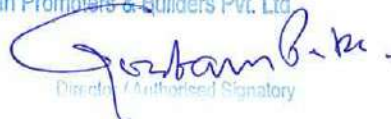
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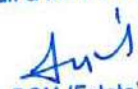


42. That the aforesaid site once resumed shall not be restored by transferor. However, an appeal against the orders of resumption passed by the Managing Director shall lie before the Appellate Authority i.e. Administrative Secretary of the Industries Department. Such appeal shall be made within 90 days of passing of resumption order, in the office of Administrative Secretary of the Industries Department. The decision of the Appellate Authority shall be final and binding.
43. That the transferee confirms that it is fully aware of provisions of HEEP-2020, EMP-2015 and Haryana Building Code -2017 as amended from time to time and has gone through the same. The transferee agrees & undertakes to abide by and be bound by the said provisions of HEEP-2020, EMP-2015 and Haryana Building Code -2017 as amended from time to time and decisions of the Board of Directors of transferor.
44. That the transferee shall be responsible for the maintenance and upkeep of all roads, open spaces, parks, and public health services etc. over the plot.
45. That all the expenses, incidental to the execution of this deed, including stamp duty, shall be borne by the transferee.
46. That in matters of interpretation of any clause of this Agreement, decision of MD/HSI IDC will be final and binding on the transferee.
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For Trehan Promoters & Builders Pvt. Ltd.


Director / Authorised Signatory

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


DGM (Estate) Manesar



For Manesar Stamp only, & Not Govt. Stamp

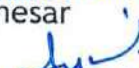
20/05/2024

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

PARTY OF FIRST PART

for and on behalf of
Haryana State Indl. & Infr. Dev. Corpn. Ltd./Transferor

For Haryana State Indl. & Infr. Dev. Corpn. Ltd.
DGM (Estate), Manesar


DGM (Estate) Manesar

Witness:

Signature: _____

Name: _____

Residence: SHRI NIWAS (Advocate)

Distt. Court Gurugram

Occupation: Reg. No. P/1143/2008

PARTY OF SECOND PART:

For Trehan Promoters & Builders Pvt. Ltd.

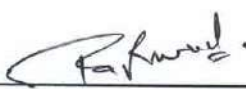
for and on behalf of / transferee


Director / Authorised Signatory

M/s Trehan Promoters & Builders Private Limited.

Authorised Signatory

Witness:

Signature: 

Name: Sh. Parmod Kumar

Residence: Gurgaon

Occupation: _____

For Trehan Promoters & Builders Pvt. Ltd.

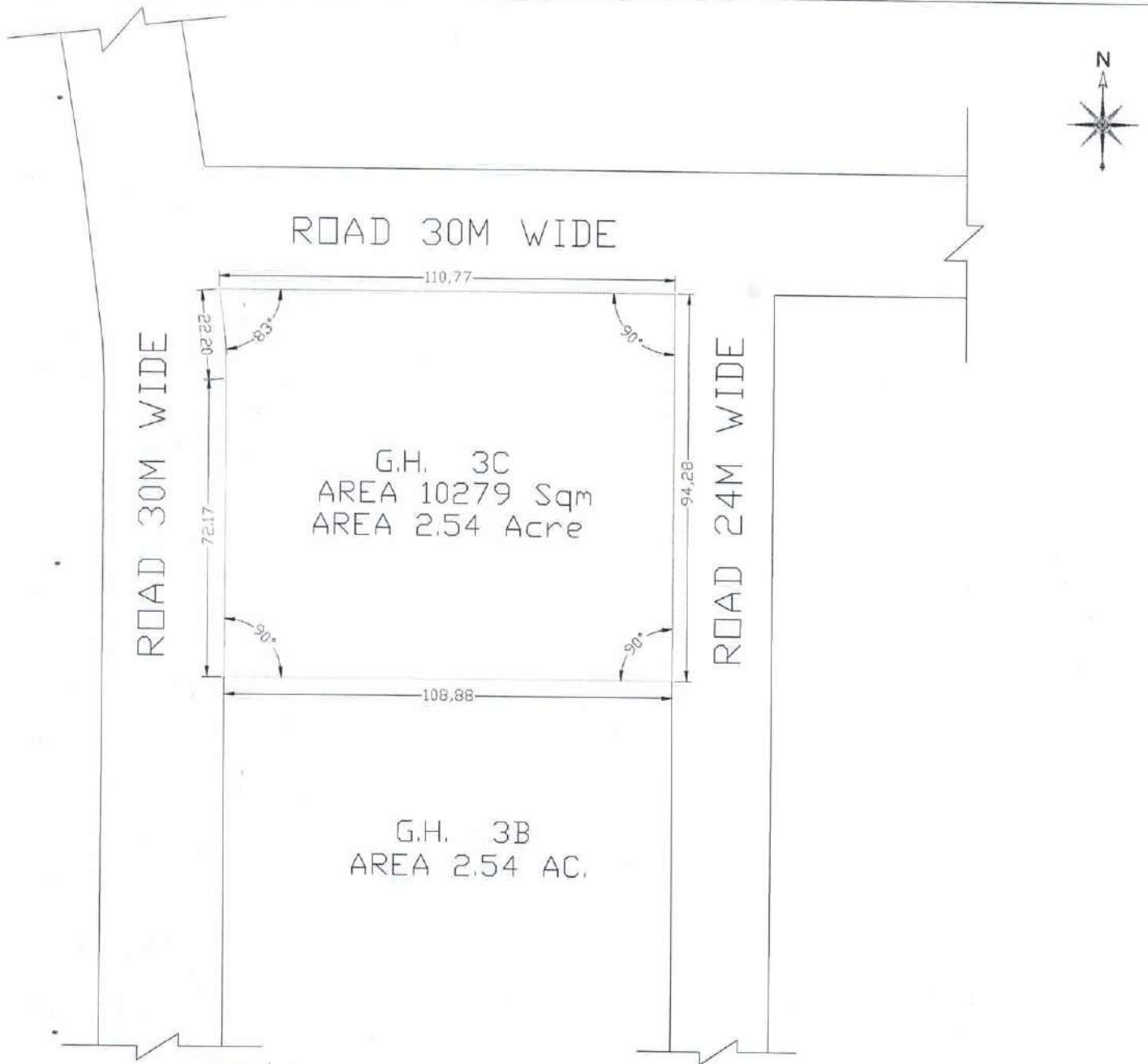
Director / Authorised Signatory

For Harkat & Sons Ltd. & Int. Dev. Corp. Ltd.

10/10/1971



Plot No. GH-3C , Sector 80 , Manesar



For Trehan Promoters & Builders Pvt. Ltd.

G. K. Sharma
Director / Authorised Signatory

