



HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.
Regd. Office: C-13 & 14, Sector-6, Panchkula (Haryana)
Telephone: 0172-2590481-83, Fax: 0172-2590474
Email : contactus@hsiidc.org.in
Corporate Identity Number : U29199HR1967SGC034545
(WITH OFFER OF POSSESSION)
(EMP-2015)

To

Regd.

M/S Ompee Construction,
A Partnership Firm,
Plot No. 7, Palam Vihar (Extension),
Dharam Colony, Gurugram, Haryana 122017

Ref.No.HSIIDC:C&H:2022: 5813

Dated:05.09.2022

Sub: - Allotment of Group Housing Site No. - GH-36 measuring 4000 Sq. Mtrs., Sector-1, Industrial Model Township, Manesar.

Sir,

1. This has reference to agreement executed by you with the Corporation on 26th August 2022 and deposit of 15% payment towards cost of site amounting to Rs.2,44,83,000/- in terms of Letter of Intent (LoI) dated 22.07.2022 in respect of captioned site.
2. In this context, you are informed that the site detailed below is allotted on the following terms & conditions, as contained in Estate Management Procedure (EMP) - 2015 and subject to the rules/regulations of Town & country Planning Department, Haryana as amended from time to time: -

Industrial Model Township/ Industrial Estate	Phase/ Sector	Plot/ Site No.	Tentative Area (Sq. Mtrs.)	Rate (Rs. Per Sq. Mtrs.)	Tentative Price (Rs.)
Manesar	1	GH-36	4000	40,805/-	16,32,20,000/-

3. The exact size of the plot/site and its dimensions are subject to variation at the time of delivery of possession. In case the actual area exceeds the offered, you shall be required to deposit the additional cost for the excess area as per provisions of EMP-2015 as amended from time to time.





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4. The physical possession of the site is hereby offered to you and which may be taken by visiting the office of Estate Manager, IMT Manesar.
5. i. The Corporation has received 15% payment towards cost of site amounting to Rs.2,44,83,000/- (Rupees Two Crore Forty Four Lakh Eighty Three Thousand only). Further, additional 25% of the tentative price of the aforesaid Plot/Site amounting to Rs.4,08,05,000/- (Rupees Four Crore Eight Lakh Five Thousand only) shall be payable by you within 60 days of date of issuance of RLA, without any interest. In case of delay in depositing the said 25% price of the plot beyond 60 days, delayed interest @ 15.00% p.a., as amended from time to time, for the period of delay beyond 60 days shall be payable by you which shall be compounded on the installment dates.
- ii. The balance 50% of the tentative price of the aforesaid plot/site shall be payable within a period of 90 days of date of issuance of RLA, without any interest. In case you do not opt to pay the balance amount of 50% of the tentative price of aforesaid site, in lump sum, within 90 days of the date of issuance of the RLA, in that eventuality, the remaining 50% tentative price of aforesaid site shall be payable by you in 4 equal Half yearly instalments with interest @ 12.00% p.a. (as amended from time to time) on the balance outstanding, payable on 30th June & 31st December of each year, as per following schedule of payment of installments:-

Instalment No.	Due date	Principal Amount	Interest	Total
1	31-Dec-2022	2,04,02,500/-	31,39,190/-	2,35,41,690/-
2	30-Jun-2023	2,04,02,500/-	36,42,265/-	2,40,44,765/-
3	31-Dec-2023	2,04,02,500/-	24,68,423/-	2,28,70,923/-
4	30-Jun-2024	2,04,02,500/-	12,20,796/-	2,16,23,296/-
Total		8,16,10,000/-	1,04,70,675/-	9,20,80,675/-

- iii. In case of two consecutive installments are not payment on due date, the site is liable to be resumed.
- iv. Default in payment of installments shall, however entail payment of delayed payment interest @ 15.00% p.a. (as amended from time to time) for the defaulted period on the amount in default, compounded half yearly. In case you continue to



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be in default in making the payment beyond permitted period as per clause 5 (ii) above, the aforesaid plot shall become liable for resumption.

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

- v. Rebate for payment of plot cost in lump sum:
- In case of full payment of plot cost, without interest, within 45 days of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled for 10% rebate on plot cost. The allottee shall have to make payment of 15% price of the plot within 30 days without interest or within 45 days with applicable interest, as per terms of allotment;
 - In case of full payment of plot cost, without interest, within 90 days of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled for 5% rebate on plot cost. The allottee shall have to make payment of 15%/25% price of the plot within 30/60 days without interest or within 60/90 days with applicable interest, as per terms of allotment;
 - In case of full payment of plot cost within 120 days of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled for 3% rebate on plot cost, but shall have to pay interest on balance 50% price of the plot from the date of issuance of RLA. The allottee shall have to make payment of 15%/25% price of the plot within 30/60 days without interest or within 60/120 days with applicable interest, as per terms of allotment;
 - In case of full payment of plot cost within 150 days of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled for 1.50% rebate on plot cost, but shall have to pay interest on balance 50% price of the plot from the date of issuance of RLA. The allottee shall have to make payment of 15%/25% price of the plot within 30/60 days without interest or within 60/150 days with applicable interest, as per terms of allotment;
 - There will be no rebate upon lump sum payment after 150 days;
- vi. In case of two consecutive installments are not payment on due date, the site is liable to be resumed.
- Any delay on your part to take over the possession of the aforesaid plot shall not exempt your liability to pay the interest on the outstanding amount towards the price as well as qua the non-implementation/non completion of construction within the stipulated period.
 - The aforesaid plot shall be liable to be resumed interalia on the ground for breach of any of the terms & conditions stipulated in this RLA.
 - That you shall pay to HSIIDC such proportionate external development charges (EDC), spent by HSIIDC or as may be payable to the Govt. or any other agency by the HSIIDC for external water supply, electrical installation, roads, storms water drainage, sewerage, CETP etc, in





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- lump sum within 30 days from the date of demand notice failing which you shall be liable to pay the sum along with interest @ 15% p.a. In the event of failure to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the site shall be liable to be resumed.
9. Allottee will have to complete the construction within five years of the date of offer of possession in accordance with the plans of the proposed building approved from the Competent Authority. Allottee shall not erect any building or make any alteration/ addition without approval of building plans by HSI IDC.
 10. The time limit for completion of construction is extendable by the HSI IDC subject to payment of extension fee and extension in period for completion of construction beyond the period of five years will be granted on year to year basis, on payment of extension fee as per provisions of EMP-2015, as amended from time to time.
 11. No fragmentation/sub-division of the plot/site shall be permitted. The occupation certificate shall be granted if all the Dwelling units are in habitable condition and they are complete in all respects as per the norms of Department of Town & Country Planning, Haryana and subject to the satisfaction of HSI IDC.
 12. The transfer of site shall be governed as per provisions of EMP-2015 of the Corporation as amended from time to time and applicable to Group Housing Sites.
 13. The provisions of surrender would be as per Estate Management Procedure (as amended from time to time)/decision of Board of Directors of the Corporation as applicable to Group Housing sites.
 14. The land/building shall continue to vest in the HSI IDC until the entire consideration money, together with interest and other amount, if any, due to the HSI IDC on account of the allotment/sale of such land or building or both is paid.
 15. The allottee shall have the right to mortgage the plot in favour of banks/FIs subject to the condition that the HSI IDC shall have first charge on the plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. Further, the allottee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/site. The mortgage to be created by the allottee in favour of Bank/FI shall be without prejudice to the rights of the Corporation in terms of the RLA/deed of conveyance in respect of the plot/site in question. In the event of auction of the property by the bank/FI for recovery of its dues, the Bank/auction purchaser shall be required to clear the dues of the Corporation





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in respect of the plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the allottee, the auction purchaser shall be required to complete his project within two years of re-allotment of plot in its favour, failing which the provisions relating to grant of extension as provided in Estate Management Procedure-2015, as amended from time to time, shall be applicable.

16. The allottee shall pay the maintenance charges as applicable in the Estate for such sites.
17. On payment of 100% price of the site, the Deed of Conveyance in the prescribed form and in such manner as may be directed by HSI IDC shall be executed. The charges for registration and stamp duty will be paid by the allottee. Execution of conveyance deed will be mandatory within a period as specified in EMP as applicable after making full payment towards cost of site and clearance of all other dues, if any.
18. Sites will have to be constructed as per zoning plan/approved plans and the allottee shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of competent authority.
The construction of the building shall be governed by provisions of the Haryana Building Code-2017, as amended from time to time. On the points where such rules are silent and stipulate no condition or norm, the model building bye-laws issued by the Indian Standards and as given in the NBC shall be followed.
All norms regarding construction, no. of units, size of units, changes in size and members, transfer and other related matters shall be applicable as per Estate Management Procedure, as amended from time to time and other Govt. norms, if applicable.
19. 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/building.
20. You will be required to abide by the Govt. guideline issued from time to time applicable for such sites.
21. That the HSI IDC shall continue to be owner of all mines and minerals whatsoever sub soil, water in or underneath surface of the plot 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 HSI IDC may deem fit, with power to carry out any survey of all or any part of the said plot and to sink pits, erect



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buildings, construct lines and generally appropriate and use surface of the said plot for the purpose of doing the full enjoyment of the exceptions and reservations herein contained;

Provided that you shall be entitled to receive from the HSI IDC such payment for the occupation by the HSI IDC of the surface and for the damage done to the surface of premises or building on the said plot by such works of workings or letting down as may be agreed upon between the HSI IDC and you.

22. That the allottee 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 upto 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).
23. That the HSI IDC may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing enter in and upon any part of the plot and building erected thereon for the purpose of ascertaining that you have duly performed and complied with the conditions to be observed under the provisions of this RLA.
24. That the HSI IDC shall have full rights, 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 with all or any of the terms, conditions and reservations imposed and to recover from you as first charge upon the said plot, the cost of doing all or any such act and thing all cost incurred in connection therewith or in and any way relating thereto.
25. HSI IDC will not be responsible for levelling the uneven sites. Allotment of site has been made on 'as is where is basis'.
26. Allottee 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 charges.
27. Allottee 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.
28. The allotment shall be governed by the provisions of EMP-2015, as amended from time to time /decision of Board of Directors of the Corporation as applicable to Group Housing sites.



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29. That the HSI IDC will be competent to resume aforesaid site in its Industrial Estates in case an allottee defaults in complying with the terms and conditions of allotment/agreement/provisions of EMP-2015, as amended from time to time, etc. The resumption of plot/site would be done by the HSI IDC after giving show cause notice. Upon resumption of a Plot/built-up premises/site, the allottee would be entitled to refund of the amount deposited towards the price of the plot/site after deductions as per Estate Management Procedures, as amended from time to time. Such refund shall be made by the Corporation after getting possession of the plot/site back from the allottee, free from any encumbrances. In cases where the plot/site is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the plot at his own cost within a reasonable time of three months, failing which the same shall vest with the Corporation and the allottee shall not be entitled to any compensation in lieu thereof.
30. That the aforesaid site once resumed shall not be restored by HSI IDC. 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 resumption order in the office of Administrative Secretary of the Industries Department. The decision of the Appellate Authority shall be final and binding.
31. That regarding interpretation of any clause of this RLA, decision of MD/HSI IDC will be final and binding on the allottee.
- You are required to carefully go through the contents of the Regular Letter of Allotment and submit your acceptance to the terms & conditions contained therein, as per the format of acceptance attached as Annexure-A with this document alongwith a copy of this RLA, duly signed (each and every page), in token of having accepted the allotment of aforesaid plot.

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



Copy to:

1. CTP/HSI IDC Panchkula.
2. HoD/Engg Division, HSI IDC, Panchkula.
3. Estate Manager, HSI IDC, IMT Manesar.
4. In-charge/Engg Wing, HSI IDC, IMT Manesar.

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