

# 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

### REGULAR LETTER OF ALLOTMENT (WITH OFFER OF POSSESSION) (EMP-2015)

Through Registered Post

To/

M/s Ceremony Homes Pvt. Ltd.
Through its Director Sh. Mukesh Gulati,
SCO-2 Ground Floor,
Eldeco Hi Street,
Eldeco Estate One,
Panipat, Haryana 132103

Ref. No. HSIIDC: 5458.

Dated: 08.07.2022

Subject:-

Regular Letter of Allotment (RLA) of Commercial Site (Block-D), measuring 1728 Sq. Mtrs in Export Complex, Panipat.

Dear Sir/Madam,

 WHEREAS your bid/application seeking allotment of Commercial Site, Block-D in Export Complex, Panipat in e-auction held on 29.06.2022, has been considered by the Corporation, pursuant to State Govt's. Haryana Enterprises and Employment Policy - 2020 (HEEP-2020) and Estate Management Procedures-2015 (EMP-2015) of the HSIIDC.

AND WHEREAS it has been decided to allot you Commercial Site, Block-D in Export Complex, Panipat, for development of commercial complex subject to the terms & conditions contained hereinafter. The tentative area and price of the Commercial Site, Block-D in Export Complex, Panipat are specified hereunder:-



Export Complex	Sector/Phase	Plot/ Site No.	Tentative Area (Sq. Mtrs.)	Rate (Rs. Per Sq. Mtrs.)	Tentative Price (Rs.)
Panipat	-	Block-D	1728	71759/-	12,40,00,000/-

- 2. AND WHEREAS this allotment, is subject to following conditions:
  - i. You are advised to carefully go through the contents of the RLA. You shall be required to submit the Letter of Acceptance, in Appendix-A, alongwith a copy of this RLA, duly signed (each and every page), in token of having accepted the allotment of above noted Commercial Site, Block-D, including the terms & conditions contained hereunder;
  - Alongwith the letter of acceptance, you shall also be required to remit a ii. sum of Rs.1,86,00,000/- (Rupees One Crore Eighty Six Lakh only) to HSIIDC as per prescribed procedure towards 15% of the tentative price of the aforesaid Plot/Site, SO as to make it 25% thereof. including Rs.1,24,00,000 /- (Rupees One Crore Twenty Four Lakh only) towards 10% money, already paid by you. The amount towards 15% of the tentative price shall be payable by you within a period of 30 days from the date of issuance of RLA, further extendable by 30 days with interest thereon @ 15.00% p.a. (as amended from time to time) for the extended period. Further, additional 25% of the tentative price of the aforesaid Plot/Site amounting to Rs.3,10,00,000/- (Rupees Three Crore Ten Lakh 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. The balance 50%of the tentative price of the Commercial Site, Block-D shall be payable within a period of 90 days of date of issuance of RLA, without any interest.
  - iii. In the event you fail to submit the Letter of Acceptance, together with payment towards 15% price to make up 25% of the tentative price of the aforesaid Commercial Site, Block-D, within 30 days from the date of issuance of RLA or with interest thereon @ 15.00% p.a. (as amended from



time to time) within further extendable period of 30 days, please note that in such eventuality, this allotment shall automatically lapse after the expiry of above stipulated period of 60 days; and the case shall be dealt as per the provisions of EMP-2015 as amended from time to time.

iv. After the acceptance of the allotment of aforesaid Commercial Site, Block-D and deposit of additional 25% price of the plot within 60 days, in case you do not opt to pay the balance amount of 50% of the tentative price of aforesaid Commercial Site, Block-D, in lump sum, within 90 days of the date of issuance of the RLA, in that eventuality, the remaining 50% tentative price of aforesaid Commercial Site, Block-D 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:-

(Amt. in Rs.)

Instalment No.	Due date	Principal Amount	Interest	Total #  1,90,87,507/-  1,82,67,068/-  1,73,75,288/-
1	31.12.2022 30.06.2023 31.12.2023	1,55,00,000/-	35,87,507/- 27,67,068/- 18,75,288/-	
2		1,55,00,000/-		
3		1,55,00,000/-		
4	30.06.2024	1,55,00,000/-	9,27,452/-	1,64,27,452/-
Total	The second secon	6,20,00,000/-	91,57,315/-	7,11,57,315/-

# In case you chose the option to make the payment in installments, you would be required to furnish four separate bank guarantees, each coterminous with each installment in favour of HSIIDC equivalent to the 50% of bid price and the period of the bank guarantee shall be more than the payment period of the installments.



- v. Rebate for payment of plot cost in lump sum:
  - a. 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;
  - b. 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;
  - c. 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;
  - d. 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;
  - e. There will be no rebate upon lump sum payment after 150 days;

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

- vi. In case two consecutive installments are not paid on due date the site is liable to be resumed.
- vii. 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 be in default in making the payment beyond permitted period as per clause 2 (iv) above, the Commercial Site, Block-D shall become liable for resumption.
- viii. Any delay on your part to accept the allotment and to take over the possession of the Commercial Site, Block-D shall not exempt your liability to



#### Commercial Site (Block-D), measuring 1728 Sq. Mtrs in Export Complex, Panipat.

pay the interest on the outstanding amount towards the price as well as qua the non-implementation/non completion of the project within the stipulated period.

- ix. The aforesaid Commercial Site, Block-D shall be liable to be resumed interalia on the ground for breach of any of the terms & conditions stipulated in this RLA.
- 3. That the aforesaid Commercial Site, Block-D has been allotted on the "as is where is basis" and that the HSIIDC will not be responsible for levelling uneven site; and that the allottee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which, compensation, as assessed, had been paid by the HSIIDC.
- That the allottee shall construct the building on the aforesaid plot & occupy the same, as per the rules & procedures applicable for Commercial Site, Block-D in HSIIDC Industrial Estates.
- 5. Allottee will have to complete the construction of minimum 25% of the total permissible covered area and obtain occupation certificate from the competent authority within 5 years from the date of offer of possession of the site after getting the building plans approved from the competent authority. Project shall be deemed to be complete once allottee has constructed minimum 25% of permissible covered area. Further, five annual extensions can be availed subject to payment of extension fee as per EMP 2015 as amended from time to time.
- 6. In case of non-completion of construction/not obtaining Occupation certificate within the stipulated/extended period, the same shall be treated as violation of terms and conditions of allotment and plot / site shall be liable for resumption.
- 7. Allottee shall obtain all clearances for concerned authorities on its own and comply with all applicable Acts / Guidelines.
- 8. The plot shall not be used for any purpose other than that for which it has been allotted (strictly as per norms/terms of HSIIDC and Town & Country Planning Deptt.). Sub-division/bifurcation of plot shall not be permitted in any case. If at any time, it comes to the notice of the Corporation that you are using the land or the building for the purposes other than the permissible uses, a notice will be served upon 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.
- 9. That the use of the land and the building erected thereon the above said Commercial Site, Block-D shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per the rules applicable on Commercial Site, Block-D in HSIIDC Industrial Estates. Zoning violations and deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the allottee.
- 10. That the Commercial Site, Block-D shall continue to belong to HSIIDC until & unless the full price of the Commercial Site, Block-D together with interest and other amount, if any, due to HSIIDC is paid by the allottee. Allottee shall have no right to transfer the land and building standing thereon by way of sale or gift, lease or any other way, without specific written approval from HSIIDC.
- No fragmentation of land parcel is allowed. Highest bidder will be allowed flexibility of booking sale/lease i.e. allotment of built up area during the project development stage to generate revenue. However, creation of third party rights for such space by way sale/conveyance deed would be allowed only after occupation certificate and execution of conveyance deed.
- The allottee shall have the right to mortgage the Commercial Site, Block-D in favour 12. of banks/FIs, subject to the conditions that the HSIIDC shall have first charge on the Commercial Site, Block-D 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 Commercial Site, Block-D. The mortgage to be created by the allottee in favour of bank/FIs shall be without prejudice to the rights of the Corporation in terms of the RLA/Deed of Conveyance in respect of the Commercial Site, Block-D 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 in respect of the Commercial Site, Block-D as the purchaser shall be stepping into the shoes of the allottee as defined in EMP-2015, amended from time to time. The auction purchaser shall ultilize 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 deposit the extension fee from the date of expiry of stipulated/extended project completion period as available to the allottee till the date transfer is allowed by the Corporation and 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 EMP-2015 shall be applicable.



- 13. That on payment of total price of the Commercial Site, Block-D and other dues, if any, the HSIIDC would execute a deed of conveyance, containing the terms and conditions in consonance with those contained in this Regular Letter of Allotment as well HEEP-2020 and EMP-2015, as amended from time to time, in favour of the allottee. The charges on registration & stamp duty will be borne and paid by the allottee. It will be obligatory on part of allottee to get the conveyance deed executed in his/her/its favour within the period as stipulated in EMP-2015 as amended from time to time from the date of final payment of price of the Commercial Site, Block-D, after clearance of all types of dues of the Corporation.
- 14. That the allottee shall be required to obtain prior permission of the Corporation for transfer of the aforesaid plot which shall be allowed subject to compliance of the norms and payment of transfer fee, as prescribed under EMP-2015, as amended from time to time.
- 15. That for seeking permission for transfer of the aforesaid Commercial Site, Block-D, the allottee shall apply to the HSIIDC along with the prescribed documents and applicable transfer fee, before effecting transfer of plot. In case the transfer is allowed, the allottee shall be required to execute sale deed duly registered with Sub Registrar in favour of the transferee as per law, besides compliance of other conditions of transfer permission, whereupon the purchaser shall step into the shoes of the allottee.
- 16. The provision of surrender would be as per Estate Management Procedures-2015 (as amended from time to time)/ decision of the Board of Directors of the Corporation as applicable to such Sites will be applicable.
- 17. That the HSIIDC shall continue to be the owner of all mines and minerals, whatsoever, including sub-soil water in or underneath the surface of the Commercial Site, Block-D with all such rights and powers as may be necessary or expedient for the purpose of searching, working, obtaining, removing & enjoying the same at all such times and in such manner as HSIIDC may deem fit, with power to carry out any survey of all or any part of the said Commercial Site, Block-D and to sink pits, erect building, construct lines and generally appropriate and use surface of the said Commercial Site, Block-D for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from HSIIDC such payment for the occupation by HSIIDC of the surface and for the damage done to the surface or building



- on the said land by such works or workings or letting down as may be agreed upon between the HSIIDC and the allottee.
- 18. That the HSIIDC may, by its officers & servants, at all reasonable times and in reasonable manner after giving 24 hours' notice in writing, enter in upon any part of the plot and building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the provisions of the RLA.
- 19. That the HSIIDC shall have full right, power and authority at all times, to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance of all or any of the terms, conditions and reservation imposed and to recover from allottee, 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.
- 20. That the allottee shall comply with all the Estate Management regulations dealing with Malba, Cleanliness, quantum and the quality of effluent discharge, solid waste disposal, green cover obligations, vehicle parking regulations etc., among other things, for proper maintenance of the industrial estate and its surrounding. HSIIDC 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.
- 21. That the allottee shall have to pay local and general taxes, rates or cesses, service tax wherever applicable, etc., as imposed on the said Commercial Site, Block-D by the competent authority from time to time.
- 22. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the HSIIDC. The maintenance & service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager, failing which applicable interest/penalty shall be payable by the allottee.
- 23. That the Govt. may in the near future acquire possession and proprietary rights over the land surrounding the industrial estates and the Govt. or any other authority on behalf of the Govt. may thereafter, in its discretion, decide to convert this area or a part thereof into a green belt or to use it for any other common purpose and in the event of such happening, the cost of the acquisition and development of the part of land so utilized payable by HSIIDC to the Govt. or any authority on its behalf will be recoverable by HSIIDC from its allottees proportionately. Any amount demanded by HSIIDC on account



#### Commercial Site (Block-D), measuring 1728 Sq. Mtrs in Export Complex, Panipat.

- of such external development charges will be payable by the allottee to HSIIDC in lumpsum or in installments, with applicable interest, as may be decided by HSIIDC.
- 24. That the allottee shall pay to the HSIIDC such proportionate external development charges spent by the HSIIDC or as may be payable to the Government or any other agency by the HSIIDC for external water supply, electricity installation, roads, storm water, drainage, sewerage, CETP etc., in addition to already stated in the above mentioned clause, within 30 days from the date of the letter of demand failing which the allottee shall be liable to pay the same alongwith interest @ 18% p.a. In the event of failure of the allottee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the Commercial Site, Block-D shall be liable to be resumed.
- 25. 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).
- 26. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit, with HSIDC, the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee 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 Corporation.
- 27. That so long as the allottee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the HSIIDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
- 28. That the HSIIDC will be competent to resume Commercial Site, Block-D in case the allottee defaults in complying with the terms and conditions of allotment/provisions of EMP-2015, as amended from time to time, etc. The resumption of plot/site would be done by the HSIIDC 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



#### Commercial Site (Block-D), measuring 1728 Sq. Mtrs in Export Complex, Panipat.

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.

- 29. That the Commercial Site, Block-D once resumed shall not be restored by HSIIDC. 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 aforesaid committee shall be final and binding.
- 30. That regarding interpretation of any clause of this RLA, decision of MD/HSIIDC 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 and deposit 15% payment as mentioned in clause 2 (ii) within the period stipulated therein, failing which the allotment shall automatically lapse.

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

**Authorized Signatory** 

Encl. Acceptance Letter

Copy to:

CTP/HSIIDC Panchkula

2. Estate Manager, HSIIDC, IE Barhi (for Export Complex Panipat)

3. Engg. In-charge, HSIIDC, IE Barhi (for Export Complex Panipat)



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

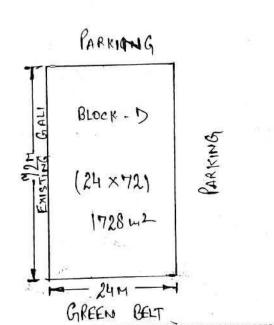
No: HSIIDC/ Engg./P/2023/686

Dated: 01-03-12

Reg.:-Physical possession of Plot No. CT-D, Export Complex, Panipat.

This is certify that the physical possession of Plot No.CT-D at Export Complex, Panipat of size 1728 sq.mtr. has been handed over to Sh. Mukesh Gulati (authorized representative of allottee) M/s Ceremony Homes (P) Ltd. on this day 01.03.2023 Regular Allotment Letter (RLA) No. 5454 dated 08.07.2022 and Estate Division letter No. HSIE/B/ 2022/604-605 dated 25.08.2022.

SKETCH OF PLOT



S

Possession handed over

Asset. Manager(Engg.)

Possession taken over

Ceremony Homes

Signature\

Director

Name of Authorized person Sh. Mukesh Gulati M/s Ceremony Homes (P) Ltd.

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

Asstt. Gen Manager (Engg.) HSIIDC, Indl. Estate Panipat

C.C.to:

1. AGM(E), HSIIDC, Indl. Estate, Panipat

· For information please.

HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. REGD. & CORPORATE OFFICE: C-13-14, SECTOR -6, PANCHKULA

Phone: 0172-2590481-83, Fax: 0172-2590474

Email: contactus@hsiidc.org.in also visit us at: http://hsiidcesewa.org.in CIN No:U29199HR1967SGC034545

Date: - 25-8-2022

Reference No .: No. HSIE: B. 2022: 604-605

M/s Ceremony Homes Pvt. Ltd., SCO-2, Ground Floor, Eldeco Hi Street, Eldeco Estate One, Panipat (HR)-132103.

Sub :Authorization letter for handing over physical possession of Plot No. CT-D, Sector -, Phase -, Export Complex, Panipat.

Sir/ Madam,

This has reference to your request dated 25.08.2022 for taking over physical possession of the captioned, measuring 1728 sqm., which has been allotted to you vide RLA No. HSIIDC:5454 dated 08.07.2022.

In this connection, you are requested to approach our DGM(IA) / AGM(IA) / Sr. Manager (IA) HSIIDC, for taking over the possession of the aforesaid plot/site on any working day with prior appointment.

Thanking you,

Signatures of the Allottee/Partner/Director/ Representative

Yours faithfully, For HSIIDC

Estate Manager

CC:

DGM(IA)/AGM(IA)/Sr. Manager (IA)

With the request to hand over the physical possession of No. CT-D, Sector -, Phase -, Export Complex, Panipat, under intimation to this office.

\$ 8-9.12

HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
REGD. & CORPORATE OFFICE: C-13-14, SECTOR -6, PANCHKULA
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Email: contactus@hsiidc.org.in also visit us at: http://hsiidcesewa.org.in

CIN No:U29199HR1967SGC034545

Date: 25-8-2022

Reference No .: No. 4516: B. 2022: 604-605

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## HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. REGD. & CORPORATE OFFICE: C-13-14, SECTOR -6, PANCHKULA

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Date: - 25 - 8 - 2022 Reference No.: No. HSIE: B: 2022: 604

M/s Ceremony Homes Pvt. Ltd., SCO-2, Ground Floor, Eldeco Hi Street, Eldeco Estate One, Panipat (HR)-132103.

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Estate Manager

CC:

DGM(IA)/AGM(IA)/Sr. Manager (IA)

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