

Redg Post/e-mail No. HSIIDC:C&H:2024: 8757.

Dated: 03-04-24

M/s H.L. Residency, Unit No. 8, HL City, Sector-37, Commercial Complex, Bahadurgarh Haryana-124507

Sub: Group Housing Site No. GH-3, measuring 60750 Sq.Mtrs at Sector 30-B, Phase-II, IMT Rohtak \_ dispatch of Agreement.

Sir,

This has reference to the Regular Letter of allotment (RLA) dated 23.02.2024. Please find enclosed herewith copy of Agreement, executed in the in-line with the Regular Letter of Allotment.

Further, kindly note that all terms and conditions of the allotment shall remain same as detailed in RLA & Agreement.

Thanking you.

For Haryana State-Indl. & Infra Dev. Corpn. Ltd. Asstt. General Manager (C&H)

Haryana State Industrial & Infrastructure Development Corporation Limited (A State Government Undertaking) C-13-14, Sector 6, Panchkula-134109, Haryana, INDIA, Tel.: +91-172-2590481-483, E-Mail: contactus@hsildc.org.in Corporate Identity Number U29199HR1967SGC034545



This Agreement (hereinafter called the "Agreement") is made on the 3<sup>rd</sup> day of April 2024 at Panchkula

#### BETWEEN

Haryana State Industrial and Infrastructure Development Corporation Ltd., a Govt. of Haryana undertaking, having its registered office at C-13 & 14, Sector 6, Panchkula - 134109, Haryana, (hereinafter referred as the "HSIIDC"), of the First Part of this Agreement which expression shall include its successors, assignees, administrators and executors

### AND

Smt. Shailaja Joon Proprietor M/s. H.L. Residency, having its registered office at Unit No.8 HL City, Sector-37, Commercial Complex, Bahadurgarh, Haryana, 124507 (hereinafter referred to as the "Allottee") of the Other Part of this Agreement which expression shall include her successors, assignees, nominees, legal representatives, administrators and executors.

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## Terms and Conditions:

WHEREAS, the HSIIDC had offered to the Allottee Group Housing Plot No. GH-3, measuring 60,750.00 sq. mtrs. in Sector 30-B, Phase II, Industrial Model Township, Rohtak, District Rohtak at the tentative price of Rs. 1,169,437,500.00/- (Rupees <u>One Arab Sixteen Crore</u> <u>Ninety Four Lakh Thirty Seven Thousand Five Hundred only</u>) @ Rs. 19,250.00/- per square meter for setting up Group Housing Colony pursuant to the Haryana Enterprises & Employment Policy-2020 (HEEP-2020) of the State Government and the Estate Management Procedure(EMP)-2015 (as amended from time to time) of HSIIDC and subject to the terms & conditions contained in the RLA bearing No. RLA2024FEB05517 dated: 23-Feb-2024, subsequent letter No. HSIIDC:C&H:2024:8755 Dated 03.04.2024 and herein;

AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated 03.04.2024 and remitted payment of Rs.17,54,15,625/- (Rupees Seventeen Crore Fifty Four Lac Fifteen Thousand Six Hundred Twenty Five Only) to HSIIDC being the balance amount towards 25% of the tentative price, after adjustment of the earnest money deposited along-with the application for allotment, in order to make 25% of the tentative price of the Group Housing Plot.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

\* In consideration of the HSIIDC having agreed to allot the Group Housing Plot No. GH-3, measuring 60,750.00 sq. mtrs. in Sector 30-B, Phase II, Industrial Model Township, Rohtak, District Rohtak to the Allottee upon the fulfillment of all the terms & conditions laid down in the RLA issued by HSIIDC, the parties hereby covenant as follows:-

1. That, the Allottee shall be required to deposit an additional 25% of the quoted bid Laws amount equivalent to Rs29 23 59375 (Rupees Twenty once crare transful to rectange to the provide the state of the provide the state of the provide the state of the provide the provided the provided the provided of the provided

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2. That after the deposit of the 25% price of the plot within 60 days as stated above, in case the Allottee does not opt to pay the balance amount of 50% of the quoted bid amount of the plot in lump sum within 90 days of the date of issuance of the RLA, in that eventuality, the remaining 50% of the quoted bid amount of the plot shall be payable by the Allottee in 4 equal Half yearly installments with interest @ 12.00% p.a.(as amended from time to time) on the balance outstanding from the date of offer of possession, payable on 30th June & 31st December of each year, as per following schedule of payment of installments:-

(Amount in Rs.)

Instalment No.	Due date	Principal Amount	Interest #	Total #
1	30-Jun-2024	146,179,687.00	24,606,246.00	170,785,933.00
2	31-Dec-2024	146,179,687.00	26,528,609.00	172,708,296.00
3	30-Jun-2025	146,179,687.00	17,397,385.00	163,577,072.00
4	31-Dec-2025	146,179,689.00	8,842,872.00	155,022,561.00
Total		584,718,750.00	77,375,112.00	662,093,862.00

#Note: Interest on the balance unpaid tentative price shall be payable from the date of offer of possession.

- 3. The allottee undertakes that 30% of the collections of this project, received in escrow account to be opened as per RERA Regulations shall be first be first utilized towards payment of due instalments of HSIIDC on the scheduled dates before the funds are used for any other purpose, as per RERA Rules till the full payment of land cost with interest etc. is made to the Corporation. The allottee further undertakes to give necessary instructions to this effect to the bank where such escrow account shall be opened.
- 4. That rebate for early payment of entire price of the plot shall be as under:

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;

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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 installments due as per the above schedule will be issued by the HSIIDC.

- 5. That default in payment of installments shall 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.
- 6. That in case any installment is not paid in time, the plot is liable to be resumed.
- 7. That in case the Allottee continues to be in default in making the payment beyond permitted period as above, the aforesaid plot shall become liable for resumption as per clause 44 of this Agreement and Estate Management Procedures, 2015 (EMP) of HSIIDC, applicable for group housing plots, as amended from time to time.
- 8. That the plot shall continue to vest with the HSIIDC until the entire consideration money together with interest and other amount, if any, due to the HSIIDC on account of the sale of the plot is paid.

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- 9. That the plot has been allotted on "as is where is basis" and that the HSIIDC will not be responsible for leveling uneven plot; 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.
- 10. That the size of the plot and its dimensions mentioned in the Auction Brochure / RLA are subject to variation at the time of physical possession. In case the actual area of the plot on the ground is found to be higher or lower than the tentative allotted area, the cost of the plot shall be reworked as per provisions of the EMP, as amended from time to time.
- 11. That although physical possession of the plot has been offered, it is however made clear that the physical possession of the plot shall be delivered to the Allottee only after execution of this Agreement. Any delay on the part of the Allottee in complying with the same and to take over possession of the plot, shall not exempt the Allottee's liability to pay the interest on the outstanding amount towards the price as well as qua the non-completion of construction and obtaining the Occupation Certificate within the stipulated period. Thus, the Allottee may immediately contact the field office of HSIIDC to take the physical possession of the Group Housing plot through a letter of possession, in writing, from the concerned field office.
  - 12. That the Conveyance Deed containing the terms and conditions in consonance with those contained in the Auction Brochure, this Agreement, Regular Letter of Allotment, provisions of EMP-2015, as amended from time to time, and other policy guidelines shall have to be got executed by the allottee within the prescribed period and in such manner as may be directed by the officer in-charge of HSIIDC, failing which applicable penalty shall be charged. The stamp duty and registration charges on Conveyance deed shall be borne and paid by the Allottee.
  - 13. That fragmentation / sub-division of the plot by the Allottee is not permissible under any circumstances.
  - 14. That the allottee can take booking against flats to be constructed on the site after remittance of 25% plot cost, taking possession of the plot and getting the project registered under Haryana Real Estate (Regulation & Development) Act 2016. However, the transfer of title of the constructed flats in favour of the flat buyers shall be done after full payment of the plot cost & other dues has been made by the allottee to HSIIDC, conveyance deed has been got executed in its favour, occupation certificate has been obtained, and such transfer of title of flats shall be done in accordance with the provisions of Haryana Real Estate (Regulation & Development) Act 2016, Haryana Apartment Ownership Act, 1983, rules made under these Acts and other applicable laws. The allottee can create third party rights by way of sale or leasehold of the built-up area only.

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15. That notwithstanding the execution of Deed of Conveyance in his/her/its favour, the Allottee shall be required to obtain prior written permission for Transfer of the plot which shall be considered after execution of conveyance deed upon full payment of the cost of the plot, including other outstanding dues, and subject to payment of applicable fee. Further, transfer of the plot can be effected through execution of sale deed only. Other terms and conditions for transfer of plot and fee for transfer permission shall be regulated as per the Estate Management Procedures, 2015 (EMP) of HSIIDC, applicable

for group housing plots, as amended from time to time. As the transferee shall be stepping into the shoes of the original allottee, the transferee shall be required to comply with all terms and conditions of the Auction Brochure, 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 allottee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to HRERA), as applicable.

- 16. That the Allottee may mortgage or create any right/interest on the plot 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 HSIIDC 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 Allottee in favour of Bank/FI shall be without prejudice to the rights of the HSIIDC in terms of the RLA/Agreement/ deed of conveyance in respect of the plot in question.
- 17. That in the event of auction of the plot 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 HSIIDC in respect of the plot/site as the purchaser shall be stepping into the shoes of the original allottee. Such auction purchaser shall utilize the plot/site/premises for permissible activities only and in case the project was not completed by the previous allottee, such auction purchaser shall be required to complete the project within two years of re-allotment of plot in its favor, failing which the provisions relating to grant of extension as provided in Estate Management Procedures, 2015 (EMP) of HSIIDC, 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 plot/site and must continue to abide by the third-party rights/ agreements entered into by the original allottee with third parties and obtain necessary approvals in this regardation all concerned departments/ authorities (including but not limited to REBA) as applicable as it shall be stepping into shoes of the Allottee. Moreover, building wollstions, in any shall be the sole responsibility of the new buyer. (Retel.) MANCHING A No. 11651

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- 18. That the Allottee would be required to intimate to HSIIDC the number of dwelling units (DUs) proposed to be constructed on the allotted plot 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, as amended from time to time.
- 19. That the Allottee 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 Plots/Sites in the Haryana Building Code-2017, as amended from time to time and procedures applicable for aforesaid plot in HSIIDC.
- 20. That the Allottee shall construct the building on the aforesaid plot only after getting the building plans approved from the Competent Authority of HSIIDC and occupy the building after obtaining Occupation Certificate from Competent Authority of HSIIDC.
- 21. That zoning violations and deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the Allottee. In case, the zoning violation is not removed then the necessary action will be initiated by the Competent Authority for resumption of plot.
- 22. 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 HSIIDC; at least 15% of the total plot/site area shall be developed as organized open spaces i.e. for tot lots and playground.
- 23. That the plot/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 plot/site/buildings constructed. If at any time, it comes to the notice of the HSIIDC that the Allottee is using the land or the building for the purposes other than the permissible uses, a notice will be served upon the Allottee 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.
- 24. That the Allottee shall not make any alterations/additions to the structure erected on the plot/site, as per the approved Building Plan, with the prior resplicit written permission of Competent Authority

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- 25. That the Allottee 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 HSIIDC, within a period of five (5) years from the date of offer of possession. The construction norms would be governed by the Haryana Building Code 2017, Haryana Development and Regulation of Urban Areas Act, 1975, Haryana Development and Regulation of Urban Areas Act, 1975, Haryana Development and Regulation of Urban Areas 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 HSIIDC.
- 26. That the Allottee may avail five annual extensions subject to payment of extension fee as per Estate Management Procedures, 2015 (EMP) of HSIIDC, applicable for group housing plots, as amended from time to time.
- 27. 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 period and non-adherence to any of the terms and conditions of allotment shall entail resumption of the plot/site.
- 28. That the HSIIDC 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 Allottee itself as per its requirement at its own cost.
- 29. That the Allottee 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 there under, as amended from time to time. The Allottee shall also ensure that all the formalities required to be completed before they are giving possession of the flats/DUs are complied.
- 30. That the Allottee shall get the Project registered under 'RERA' with the competent authority and shall comply with all the applicable Laws/Rules & Regulations for development of the plot/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.



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- 31. That the responsibility of the ownership of the common areas and facilities as well as their management and maintenance shall vest in the Allottee 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.
- 32. That the Allottee 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 Allottee 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.
- 33. That the HSIIDC 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 plot/site and building erected thereon for the purpose of ascertaining that the Allottee has duly performed and complied with the conditions to be observed under the terms of allotment.
- 34. 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 reservations 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 there to.
- 35. That the HSIIDC shall continue to be owner of all mines and minerals whatsoever including sub soil, water in or underneath surface of the plot/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 HSIIDC may deem fit, with power to carry out any survey of all or any part of the said plot/site and to sink pits, erect buildings, construct lines and generally appropriate and use surface of the said plot/site 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 the HSIIDC such payment for the occupation by the HSIIDC of the surface and for the damage done to the surface of premises or building on the said plot/site by such works or workings or letting down as may be agreed upon between the HSIIDC and Allottee.

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- 36. 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).
- 37. That the allottee shall have to take water for the said plot from the water supply system of the HSIIDC on payment in accordance with the rates fixed from time to time. The allottee shall not dig or install any tube well/ bore-well within or outside the plot for meeting its water requirements.
- 38. That the Allottee shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said plot/site and building by the competent authority including applicable maintenance and service charges fixed from time to time and as communicated by the HSIIDC. 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 HSIIDC, failing which applicable interest/ penalty shall be payable by the allottee.
- 39. That the 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.
- 40. That the allottee 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. 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.
- 41. 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

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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 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.

- 42. That the provision for surrender of the plot/site and refund of payments upon surrender shall be as per provisions of EMP 2015 of HSIIDC applicable for Group Housing Sites as amended from time to time/ decision of Board of Directors of HSIIDC.
- 43. That if the allottee appoints ANY ATTORNEY, he/she/they shall submit, with HSIIDC, 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 HSIIDC.
- 44. That the HSIIDC will be competent to resume aforesaid plot/site in case the Allottee defaults in complying with the terms and conditions of Auction Brochure, allotment, agreement, provisions of EMP-2015, as amended from time to time, etc. or if the Allottee violates any of the provisions of Applicable Laws/ Acts/Rules. The resumption of plot/site would be done by the HSIIDC after giving show cause notice. Consequent upon resumption of the plot/site, the ownership of the land including structures raised on it shall vest with the HSIIDC and HSIIDC 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 allottee including but not limited to creation of third-party rights by the defaulting allottee, if any, and detail of receipts of amounts from such third-parties, loans, mortgage of land/assets, pledge of shares etc. by the defaulting allottee.

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 allottee.

e. Seeking any other information pertaining to the Project etc.

Subsequently, for the purposes of completion of the Project, HSIIDC 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 the along with such assets and liabilities and honor all such existing contractual obligations of the allottee. HSIIDC may also

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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 allottee.

Notwithstanding the above, in case all attempts to revive the Project fail, the Project may be scrapped and the outstanding dues of the HSIIDC as well as payments made by the third-parties to the defaulting allottee may be recovered through sale of assets of the defaulting allottee. 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 HSIIDC.

The defaulting allottee shall not have any claim on the land/ site and the resumption of the plot/site by the HSIIDC, shall not absolve the defaulting allottee of its obligations under RERA Act.

- 45. That the aforesaid plot/site 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 of resumption order, in the office of Administrative Secretary of the Industries Department. The decision of the Appellate Authority shall be final and binding.
- 46. That the Allottee is fully aware of provisions of HEEP-2020, EMP-2015, Haryana Building Code -2017 and Haryana Apartment Ownership Act, 1983 as amended from time to time and has gone through the same. The Allottee agrees & undertakes to abide by and be bound by the said provisions of HEEP-2020, EMP-2015, Haryana Building Code -2017 and Haryana Apartment Ownership Act, 1983 as amended from time to time and decisions of the Board of Directors of HSIIDC.
- 47. That in matters of interpretation of any clause of this Agreement, decision of MD/HSIIDC will be final and binding on the Allottee.

**IN WITNESS WHEREOF,** the parties to this agreement have set their hands/seals on the dates mentioned against their signature.

For Haryana State Industrial & Infrastructure pinent Corporation Ltd., **HL Residency** Signature 0 3 APR 2024 Proprietor Datec Propriet/2

# DEPONENT / EXECUTANT VERIFIED BY

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(The agreement is to be executed at Corporate office, Panchkula and is required to be duly notarized by Notary Public/ 1<sup>st</sup> Class Magistrate)

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ATTESTED APS CHAHAL NO. 11451 NOTARY, PANCHKULA 0 3 APR 2024