

हरियाणा राज्य औद्यौगिक एवं आधारभूत सरंचना विकास निगम लिमिटेड आई.एम.टी. मानेसर

Haryana State Industrial & Infrastructure Development Corporation Ltd.

IMT Manesar, Distt. - Gurugram (Hr.)

Tel No. 0124 - 2290351, Fax: 0124 - 2291351

Email: estate.manesar@hsiidc.org.in

_ (A State Government Undertaking) _

Reference No.: Est/Manesar/2024/ 147

Date: - 24 04 24

To

M/s. Eledco Infrastructure & Properties Ltd;

S-16, 2nd Floor, Eldeco Station-1 Mall,

Amrit Mahotsav

Sector-12, Faridabad-121007

Sub: Plot No. GH-02, Sector-80, Manesar

Dear Sir,

This is in reference to your letter dated 27.03.2024 received on 02.04.2024. In this regard, we acknowledge the aforesaid letter and hereby confirm No Objection of the Corporation for creation of charge by way of mortgage on aforesaid plot in favour of M/s. Vistra ITCL (India) Limited, Mumbai subject to terms & conditions of allotment, agreement and Conveyance deed executed in favour of you by Corporation. You may please refer clause no. 12 & 13 of agreement executed by you with Corporation on 21.07.2023 & EMP-2015 as amended from time to time, which is reproduced as here as under:

- 12. That the Allottee 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 HSIIDC 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 Allottee in favor of Bank/FI shall be without prejudice to the rights of the HSIIDC in terms of the RLA/deed of conveyance in respect of the site in question.
- 13. 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 HSIIDC in respect of the 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 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 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 site and must continue to abide by the third-party rights/ agreements

HSIIDC - Your partner in progress

पंजीकृत कार्यालय : नं. सी. 13–14, सैक्टर–6, पंचकृला–134109.

Regd Office: No. C-13-14, Sector-6, Panchkula, Tel: 2590481-83, Fax: 91(172) 2590474, E-mail: contactus@hsiidc.org.in

Website: www.hsiidc.org.in, New Delhi Office: Tel 23347680-81-82, Fax: 91 (11) 23347688 Corporate Identity Number: U29199HR1967SGC034545



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.

Thanking you,

Yours faithfully,

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

DGM(Estate) /IMT Manesar

CC: M/s. Vistra ITCL (India) Limited, Mumbai

The IL&FS Financial Centre, Plot No. C-22, G Block, 6th Floor,

Bandra Kurla Complex, Bandra (East)

Mumabi-40051, India

---For kind information please.