

July 18, 2024

The Branch Head
Punjab National Bank
MCC, Connaught Place
New Delhi-110001

Sub: Request for Release of Rs. 2.67 Crores against Sanction Letter dated 30.09.2023

Dear Sir,

This is reference to our discussion regarding the Term Loan Sanctioned by your branch for Rs. Eight Crores against which Rs. 5.33 Crores was released as per the revised sanction letter dated 31.10.2023.

In this connection, we hereby request you to please release the balance amount of Rs. 2.67 Crores against the property situated at Plot No. 475, Sector-53, Phase V, Industrial Estate Kundli (Haryana). Please find enclosed herewith Property documents as details follows:

1. Copy of Allotment letter dated 21.09.2022.
2. Copy of Agreement with HSIIDC along with Acceptance of allotment.
3. Original Conveyance Deed dated 02.08.2023 issued by HSIIDC alongwith registration fee receipt.
4. Original Site Plan

We hope will find the same in order and shall request you to please release the amount of Rs. 2.67 Crores as early as possible.

Kindly acknowledge the receipt.

Thanking you

Yours truly

For Digital Hub India Pvt Ltd

For Digital Hub India Pvt. Ltd

Director


Director/Auth. Sign.

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)
(Allotment under General Category)**

To

M/S DIGITAL HUB INDIA PRIVATE LIMITED
A 42 NARAINA INDUSTRIAL AREA PHASE II
NEW DELHI, Delhi (N.C.T)
India 110028

Dated: 21-Sep-2022

Ref.No. HSIIDC: RLA2022SEP04299

**Subject :- Regular Letter of Allotment (RLA) of Industrial Plot 475, Sector: 53, Phase V, Industrial Estate Kundli,
Allottee Id: N2022AUG74383.**

Dear Sir/Madam,

1. **WHEREAS** your application for allotment of an **Industrial Plot** in **Industrial Estate Kundli** has been considered by the Corporation, pursuant to State Govt's. Haryana Enterprises & Employment Policy - 2020 (HEEP-2020) and Estate Management Procedures of the HSIIDC (EMP).

AND WHEREAS it has been decided to allot you **Industrial Plot** bearing No. **475** in **Sector: 53, Phase- V, Industrial Estate Kundli**, for setting up the project of **Printing Press** subject to the terms & conditions contained hereinafter as well as in the format of the Agreement annexed hereto as **Appendix-A**, which shall be read as part & parcel of this RLA. The tentative area and price of the **Industrial Plot** are specified hereunder:-

Estate	Sector/Phase No	Plot/ Shed No.	Tentative Area(Sq. Mtrs.)	Rate (Rs. Per Sq.Mtrs.)	Tentative Price (Rs.)
Industrial Estate Kundli	53 / V	475	1012.50	57,100.00	57,813,750.00

In addition to the above tentative price, a non-refundable processing fee of Rs. 7500.0 is also applicable, which is already paid by you at the time of registration for participation in e-auction.



WHEREAS this allotment, among other terms and conditions, contained in **Appendix-A**, is subject to following conditions precedent to be fulfilled by you within the stipulated period:-

- i. You are advised to carefully go through the contents of the RLA, as well as the terms & conditions stipulated in the **Appendix-A**. You shall be required to submit the Letter of Acceptance, in **Appendix-B**, duly signed (each and every page), in token of having accepted the allotment of above noted **Industrial Plot**, including the terms & conditions contained hereunder and as stipulated in **Appendix-A**;
- ii. Alongwith the letter of acceptance, in **Appendix-B**, you shall also be required to remit a sum of Rs. **8,674,917.50/-** (Rupees Eighty Six Lakh Seventy Four Thousand Nine Hundred Seventeen only) to HSIIDC as per prescribed procedure towards 15% of the tentative price of the aforesaid plot/shed, so as to make it 25% thereof, after including Rs. **5,778,520.00/-** (Rupees Fifty Seven Lakh Seventy Eight Thousand Five Hundred Twenty only) towards 10% earnest money (excluding non-refundable processing fee), already paid by you at the time of submission of application. 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.** for the extended period. Further additional 25% of the tentative price of the aforesaid Plot/Shed amounting to Rs. 14,453,437.50 (One Crore Forty Four Lakh Fifty Three Thousand Four Hundred Thirty Seven) 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 plot shall be payable in four equal half yearly instalments within two years from the date of issuance of RLA due on 30th June and 31st December each year. Interest @ **12% p.a.** (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. In case of lumpsum payment of 75%/50% price of plot/shed, the following rebate structure shall be admissible:
 - 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 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;

- 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 **Industrial Plot**, within 30 days from the date of issuance of RLA or with interest thereon @ **15.00% p.a.** 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. Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute an Agreement, in writing, with HSIIDC, at concerned field office, incorporating therein the terms & conditions as contained in **Appendix-A**, as per instructions given therewith, within a period of 60 days from the date of issuance of RLA. This period of 60 days allowed for execution of the agreement will, however, be extendable further by HSIIDC at its sole discretion, but in case, after fulfilling any of the conditions precedent as specified at 2(i) & 2(ii) above, you fail to execute the agreement within the extended period, the allotment shall become liable to be cancelled and the payment received towards the tentative price shall be refundable to you without any interest by the Corporation, as per the refund rules applicable upon resumption of plot, as per EMP, as amended from time to time.
- v. After the acceptance of the allotment of aforesaid **Industrial Plot** 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 **Industrial Plot**, in lump sum, as provided under Clause 2.ii above, in that eventuality, the remaining 50% tentative price of aforesaid **Industrial Plot** shall be payable by you in 4 equal **Half yearly** instalments with interest @ **12.00% p.a.** on the balance outstanding, payable on 30th June & 31st December of each year, as per following schedule of payment of instalments:-

(Amt. in Rs.)

Instalment No.	Due date	Principal Amount #	Interest	Total
1	31-Dec-2022	7,226,718.00	959,866.00	8,186,584.00
2	30-Jun-2023	7,226,718.00	1,290,117.00	8,516,835.00
3	31-Dec-2023	7,226,718.00	874,334.00	8,101,052.00
4	30-Jun-2024	7,226,721.00	432,416.19	7,659,137.19
Total		28,906,875.00	3,556,733.19	32,463,608.19

Please Note that no separate notice for payment of instalments due as per the above schedule will be issued by the HSIIDC. Further, you would be liable to pay interest @ **12.00% p.a.** from the date of offer of possession, on the balance unpaid tentative price of the plot as on the date of offer of possession, which shall be payable along with the installment of principal amount on the due dates mentioned above.

default in payment of installments shall, however entail payment of delayed payment interest @ 15.00% p.a. 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 (v) above, the **Industrial Plot** shall become liable for resumption.

vii. Although physical possession of the aforesaid **Industrial Plot** has been offered, it is, however, made clear that the physical possession of the **Industrial Plot** shall be delivered to you only after having executed an agreement by you with HSIIDC. Any delay on your part to execute the agreement and to take over the possession of the **Industrial Plot** after its offer of possession by the Corporation, shall not exempt your liability to pay the interest on the outstanding amount towards the price as well as qua the non-completion of construction and non-implementation of the project within the stipulated period. Thus, after offer of possession, you may immediately contact our field office at IE/IMT Kundli to take the physical possession of the **Industrial Plot** through a letter of possession, in writing, from the concerned field office.

viii. The aforesaid **Industrial Plot** shall be liable to be resumed inter alia on the ground for breach of any of the terms & conditions stipulated in the agreement, referred to herein above.

NOW THEREFORE, in view of this allotment of above noted **Industrial Plot**, you are hereby requested to fulfill the conditions precedent as stipulated herein above and act accordingly, within the stipulated period failing which, this allotment shall automatically stand lapsed on the expiry of aforesaid stipulated period of 60 days.

For Haryana State Industrial & Infrastructure
Development Corporation Ltd.,

Encl.:-

1. Format of agreement (Appendix 'A').
2. Letter of acceptance (Appendix "B").

****This is system generated document and do not require any Signature.**

Validity unknown
Digitally signed by
Date: 2022.09.21
16:17:53 +05'30'
Reason: I signed
Loc: [illegible]

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 02/11/2022

Certificate No. G0B2022K2124

GRN No. 95883903



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(In Ten Only)

Seller / First Party Detail

Name: Hslide

H.No/Floor : C13/14

City/Village : Panchkula

Phone: 98*****09

Sector/Ward : Na

District : Panchkula

LandMark : Na

State : Haryana



Buyer / Second Party Detail

Name : Digital hub India Private limited

H.No/Floor : A/42

City/Village : Delhi

Phone : 98*****09

Sector/Ward : Na

District : Delhi

LandMark : Naraina industrial area phase 2

State : Delhi

Purpose : AGREEMENT

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

AGREEMENT

This Agreement is made on 02 November 2022 between Haryana State Industrial & Infrastructure Development Corporation Limited, Registered office C-13 & 14, Sector 6, Panchkula, hereinafter called as HSIIDC of the one part of this agreement, which expression shall include its successors, assignees, administrators, executors through its authorized signatory:

AND

M/s Digital Hub India Pvt Ltd having its Registered office at A-42, Naraina Industrial Area, Phase-2, New Delhi-110028 (Pan Card No. AABCD8536A) hereinafter called as the "allottee" of the other part of this agreement through its Authorized Representative Mr. Sanjeev Narda holding Aadhaar card No. 7832 6371 5157 authorized to sign the agreement vide Board Resolution dated 12.10.2022, which expression shall include his/her its heirs, successors, assignees, administrators, nominees etc.

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign



Terms and Conditions:

WHEREAS the HSIIDC had offered to the allottee an Industrial Plot No. 475, tentatively measuring 1,012.50 square meters, Sector 53, Phase V in Industrial Estate Kundli at the tentative price of ₹57,813,750.00/- (Rupees Five Crore Seventy Eight Lakh Thirteen Thousand Seven Hundred Fifty only) @ ₹57,100.00/- per square meter, for setting up the project of Printing Press pursuant to the notified Enterprises Promotion Policy-2015 (EPP) of the State Government and the Estate Management Procedure-2015 (EMP) of HSIIDC, subject to the terms & conditions, contained in the RLA bearing No.RLA2022SEP04299 dated 2022-09-21 and herein;

AND WHEREAS the allottee accepted the offer of allotment, in writing, vide letter of acceptance dated 12-10-2022 and remitted payment of ₹ 86,74,918/- (Rupees Eighty Six Lakh Seventy Four Thousand Nine hundred Eighteen only only) to HSIIDC being the balance amount towards 25% of the tentative price, after adjustment of the earnest money deposited alongwith the application for allotment, in order to make 25% of the tentative price of the Industrial Plot.

AND WHEREAS further 25% of the tentative price of the aforesaid Plot/Shed amounting to Rs. 14,453,437.50 (One Crore Forty Four Lakh Fifty Three Thousand Four Hundred Thirty Seven) shall be payable by the allottee 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.

*AND WHEREAS the allottee has also paid the remaining 75% of the balance outstanding amount of

₹ 3,70,58,614/- (Rupees Three Crore Seventy Lakh Fifty Eight Thousand Six hundred fourteen only)

For Digital Hub India Pvt. Ltd


Director/Auth. Sign

only) towards the tentative price, after adjusting for lumpsum payment rebate.

* AND WHEREAS the allottee has opted to pay the balance amount of 50% of the total tentative price, in 4 equal Half yearly instalments, payable on 30th June and 31st December of each year, as per the following schedule of payment.

* Strike whichever is not relevant.

(Amount in ₹)

Instalment No.	Due date	Principal Amount #	Interest	Total
1	31-Dec-2022	7,226,718.00	959,866.00	8,186,584.00
2	30-Jun-2023	7,226,718.00	1,290,117.00	8,516,835.00
3	31-Dec-2023	7,226,718.00	874,334.00	8,101,052.00
4	30-Jun-2024	7,226,721.00	432,416.19	7,659,137.19
Total		28,906,875.00	3,556,733.19	32,463,608.19

In the event of lumpsum payment of the outstanding plot cost, after expiry of 90 days from the date of issuance of RLA, a rebate equivalent to 3% of the outstanding amount (principal portion), towards 50% of the plot cost shall be admissible.

Interest @ 12.00% p.a., shall be payable from the date of offer of possession, on the balance unpaid tentative price of the plot as on the date of offer of possession, which shall be payable along with the installment of principal amount on the due dates mentioned above.

In case of allotment under NRI/PIO category, the entire amount towards price of the Industrial Plot has to be remitted through NRE account of the allottee or in remittance from abroad. In the case of FDI, at least 33% of the project cost has to come from the FDI route.

For Digital Hub India Pvt. Ltd.

Director/Auth. Sign

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. That in consideration of the HSIIDC, having agreed to allot plot No. 475, tentatively measuring 1012.50 square meters, Sector 53, Phase V in Industrial Estate Kundli at tentative price of ₹ 57,813,750.00/- (Rupees Five Crore Seventy Eight Lakh Thirteen Thousand Seven Hundred Fifty only.) @ ₹57,100.00/- per square meter for setting up the project of Printing Press to the allottee in lieu of tentative price of ₹ 57,813,750.00/- (Rupees Five Crore Seventy Eight Lakh Thirteen Thousand Seven Hundred Fifty only.) @ ₹57,100.00/- per square meter *paid by the allottee (after adjusting for lumpsum payment rebate) OR *against which the allottee has paid ₹ _____/-
(Rupees _____)

_____ only) to HSIIDC towards 25% of the tentative price, after adjustment of the earnest money deposited alongwith the application for allotment, in order to make 25% of the tentative price of the Industrial Plot and has further agreed to pay to HSIIDC the remaining 75% balance of the tentative price as hereinunder:

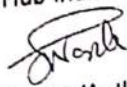
Further additional 25% of the tentative price of the aforesaid Plot/Shed within 60 days of date of issuance of RLA, without any interest.

ii. Balance amount of 50% of the total tentative price, in 4 equal Half yearly instalments, payable on 30th June and 31st December of each year, as per the schedule of payment mentioned herein above.

iii. The balance 75% of the tentative price of the aforesaid Industrial Plot shall be paid by the allottee to HSIIDC as per payment procedure prescribed by the Corporation on or before the due date specified in the above mentioned schedule of payment.

iv. That 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. Further if the allottee defaults in making payment towards any of the instalment(s) on the due date(s), the allottee shall be liable to pay delayed payment interest @ 15.00% p.a. for the defaulted period on the amount in default, compounded Half yearly. In case, the allottee continues to be in default in making the

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign

payment of instalments as per above schedule, aforesaid Industrial Plot shall be liable to be resumed.

* strike whichever is not relevant.

2. That the aforesaid Industrial Plot 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.

3. That the allottee shall construct the building on the aforesaid plot & occupy the same, as per the rules & procedures applicable for industrial plots in HSIIDC Industrial Estates.

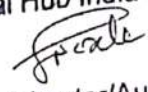
4. a) *That the allottee shall be required to complete the project for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession. Completion of the project shall mean the commencement of commercial production after construction of building and installation of plant & machinery in accordance with the norms specified in EMP-2015, as amended from time to time.

b) *That the allottee shall be required to complete the project, for which the aforesaid shed/flatted factory unit has been allotted, within a period of two years from the date of offer of physical possession of the shed/flatted factory unit by HSIIDC. Completion of the project shall mean the commencement of commercial production, after installation of the plant and machinery in accordance with the norms specified in EMP-2015, amended from time to time.

c) *That in case of project under NRI/PIO category, besides (a) or (b) above, the entire amount towards the price of the plot has to be remitted through NRE Account of the allottee or remittance from abroad.

d) *That in the case of project under FDI category, besides (a) or (b)

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign

above, at least 33% of the project cost has to come from the FDI route.

e) *That in case of allotment under the category of project by reputed foreign investor through 100% FDI route, besides (a) or (b) above, 100% of the investment has to come through FDI route.

* Strike whichever is not applicable.

5. *Further extension in time beyond the initial three years period from the date of offer of possession for completion of project on the plot would be permissible subject to payment of fee and compliance of norms as prescribed under EMP-2015, as amended from time to time.

*In case of shed/flatted factory, further extension in time beyond the initial two years period from the date of offer of possession, for completion of project would be permissible subject to payment of fee and compliance of norms as prescribed under EMP-2015, as amended from time to time.

* Strike whichever is not applicable.

6. That the allottee shall use and utilize the aforesaid Industrial Plot for the purpose for which it has been allotted, provided that the project can be changed at any stage for permissible activities only subject to the provisions contained in Estate Management Procedures-2015 with regard to change of project, under intimation to the Corporation. Violation, if any, shall entail resumption of the Industrial Plot unit.

7. That the use of the land and the building erected thereon the above said Industrial Plot shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per the rules applicable on industrial plots 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.

8. That the allottee shall not bifurcate the aforesaid Industrial Plot except with the prior written permission of the HSIIDC. Bifurcation of the Industrial Plot shall, however, be governed and regulated in the manner as provided in the EMP-2015, as amended from time to time.

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign

9. That the Industrial Plot shall continue to belong to HSIIDC until & unless the full price of the Industrial Plot 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.

10. The allottee shall have the right to mortgage the Industrial Plot in favour of banks/FIs, subject to the conditions that the HSIIDC shall have first charge on the Industrial 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 Industrial Plot. 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 Industrial Plot 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 Industrial Plot 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 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 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 chapter-5 of EMP-2015 shall be applicable.

11. That on payment of total price of the Industrial Plot unit 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 agreement as well EPP-2015 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 one year from the date of final payment of price of the Industrial Plot, after clearance of all types of dues of the Corporation.

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign

12. 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.

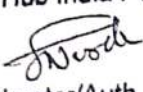
13. That for seeking permission for transfer of the aforesaid Industrial Plot unit, the allottee shall apply to the HSIIDC along with the prescribed documents and applicable transfer fee, before effecting transfer of plot. In case the transfer is allowed, the allottee shall be required to execute sale deed duly registered with Sub Registrar in favour of the transferee as per law and a fresh agreement for transfer of the Industrial Plot shall be required to be executed by the transferee with the HSIIDC, besides compliance of other conditions of transfer permission, whereupon the purchaser shall step into the shoes of the allottee.

14. i. That the allottee shall be required to obtain permission of the Corporation for change in constitution from individual/Joint holders to a Partnership Firm/LLP/company or from Partnership Firm/LLP to a Company or changes in share/shareholding of partnership firm/LLP/company with or without induction of third party, which shall be granted by the Corporation subject to compliance of the norms and payment of fee as prescribed under EMP-2015, as amended from time to time.

ii. That in case the allottee is a company and intends to implement the proposed project through its subsidiary company, such a request can be considered by the Corporation, subject to the condition that the entire paid up capital of the subsidiary company is held by the allottee company and its shareholders/promoter Directors. Similarly, implementation of project through the holding company of the allottee company as well as through a concern/company promoted/owned by the original allottee / partners of allottee firm /promoter/directors of Allottee Company and their family members shall also be covered under this clause. Applicable processing fee shall be payable in such cases.

15. That in order to ensure optimum utilization of the built up industrial space, the allottee shall be at liberty to lease out the premises for permissible activities subject to compliance of norms and payment of

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leasing fee, under intimation to the Corporation, as per provisions of EMP-2015, as amended from time to time.

16. 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 Industrial Plot 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 Industrial Plot and to sink pits, erect building, construct lines and generally appropriate and use surface of the said Industrial Plot 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.

17. 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 agreement/RLA.

18. 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.

19. 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

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ensure compliance of measures considered necessary for its maintenance and levy charges, fines and penalties, if necessary, towards achievement of its objectives.

20. That the allottee shall have to pay local and general taxes, rates or cesses, service tax wherever applicable, etc., as imposed on the said Industrial Plot by the competent authority from time to time.

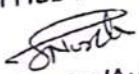
21. That the allottee shall pay the proportionate maintenance & service charges fixed from time to time and as communicated by the HSIIDC. The maintenance & service charges will be payable on per square meter basis within 30 days of raising of demand by the Estate Manager, failing which applicable interest/penalty shall be payable by the allottee.

22. That the allottee agrees and undertakes that he/she/it shall, as far as possible, employ 75% of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana Domiciles in the unit to be set up on Industrial Plot. Further the allottee shall comply with the provisions of The Apprenticeship Act, 1961 and rules made thereunder with regard to Apprenticeship Training.

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 of such external development charges will be payable by the allottee to HSIIDC in lump-sum 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

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign

etc., in addition to already stated in the above mentioned clause, within 30 days from the date of the letter of demand falling 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 Industrial Plot shall be liable to be resumed.

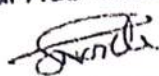
25. That the allottee shall have to take water for unit set up and other area of the said Industrial Plot from the water supply system of the HSIIDC on payment in accordance with the rates fixed from time to time. The allottee shall not dig or install any tube well/bore-well within or outside his Industrial Plot for meeting his water requirements.

26. 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).

27. That HSIIDC allots this Industrial Plot for setting up and running an industry/service sector enterprise and thereby contributing to the overall economic activity in the State. In case the allottee does not continue to remain in production and the production gets held up, HSIIDC shall issue a notice to the allottee to resume production/restart the activities within a period of three months.

28. 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 Corporation.

For Digital Hub India Pvt. Ltd.



Director/Auth. Sign

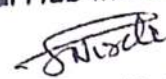
29. That so long as the allottee fully performs and complies with and continues to so perform and comply with each and all the terms & conditions herein made and provided, but not otherwise, the HSIIDC will ensure to the allottee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.

30. That the HSIIDC will be competent to resume Industrial Plot in its Industrial Estates in case an 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/shed would be done by the HSIIDC after giving show cause notice. Upon resumption of a Plot/built-up premises/shed, the allottee would be entitled to refund of the amount deposited towards the price of the plot/shed including interest and penal interest, if any, deposited by the allottee on instalments, without any interest by the Corporation, after deducting 10% of the price of the plot/shed. In addition to the above, maintenance, water/sewer charges, in default, if any, shall also be deducted from the refundable amount. Such refund shall be made by the Corporation after getting possession of the plot/shed back from the allottee, free from any encumbrances. In cases where the plot 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.

31. That the Industrial Plot once resumed shall not be restored by HSIIDC. However, an appeal shall lie to a committee, comprising of the Administrative Secretary of the Industries Deptt. and Managing Director, Haryana Financial Corporation & Director of Industries, Haryana against the order of the HSIIDC. Such an appeal shall be filed within ninety days of passing of resumption order. The decision of the aforesaid committee shall be final and binding.

32. That the allottee is fully aware of provisions of EPP-2015 & EMP-2015 and has gone through the same. The allottee agrees & undertakes to abide by and be bound by the said provisions of EPP-2015 and EMP-2015, as amended from time to time.

For Digital Hub India Pvt. Ltd,



Director/Auth. Sign

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

For Digital Hub India Pvt. Ltd.

Signature [Signature]
Director/Auth. Sign

Dated 17-11-2022

Signed by the said Shri

Sanjeev Nisch.

at Kundli on the 13th day of
November, 2022. (Signatures must be got attested
from Executive Magistrate, 1st Class with his Court seal or a Notary Public).

Witness:

Signature: [Signature]

Name: NEERAJ KUMAR MANJHI

Address: 739 A NAGALI VIHAR NAFPUR N.D

Occupation: Service

Signature [Signature]

Dated 13/11/2022

For Haryana State Industrial & Infrastructure
Development Corporation Ltd.,

Signed by the said Shri

Vaneet Bhatia (Estate Manager)

behalf of Haryana State Industrial & Infrastructure Development Corporation
Limited (HSIIDC) and acting under the authority at

Kundli on the
13th day of
NOVEMBER, 2022

In the presence of:

[Signature]
NOTARY
Distt. Sonapat

Witness:

Signature: [Signature]

Name: Joginder Singh

Address: 1/10 HSIIDC Kundli

Occupation: Manager (Estate)

(The agreement is to be executed at concerned field office and is required to be duly notarized by Notary Public/ 1st Class Magistrate)
For Digital Hub India Pvt. Ltd.

[Signature]
Director/Auth. Sign

Appendix - B

Registered
ACCEPTANCE OF REGULAR LETTER OF ALLOTMENT
FROM

Digital Hub India Pvt Ltd
A-42, Naraina Industrial Area,
Phase-2, New Delhi-110028
Pan No. AABCD8536A



To

Haryana State Industrial and
Infrastructure Development Corporation
Ltd, C-13 & 14, Sector- 6, Panchkula-134 109
(Haryana)

No. 2022SEP04299

Dated: 12.10.2022

Subject: Acceptance of RLA for allotment of Plot No. 475, Sector 53,
Phase-V, Industrial Estate Kundli.

Dear Sir,

Kindly refer to RLA No. 2022SEP04299 dated 21.09.2022 offering the allotment of
aforesaid industrial plot/shed in our name.

1. We have carefully gone through the RLA as well as the terms and conditions,
contained in the format of agreement annexed thereto as Appendix-A. we are
also aware of the State Govt.'s Haryana Enterprises & Employment Policy -
2020 (HEEP-2020) and Estate Management Procedures of the HSIIDC (EMP).
2. We hereby accept the allotment of plot No.475, Sector 53, Phase-V,
Industrial Estate Kundli, measuring 1012.50 sq. mtr. (Approximately,
subject to actual measurement in Industrial Estate at Kundli for setting up

For Digital Hub India Pvt. Ltd.

Director/Auth. Sign

an Industrial Project of Printing Press on the terms & conditions contained in the RLA and Appendix- A referred to herein above and undertake to abide by the provisions of HEEP-2020 and EMP, as amended from time to time

3. We have already remitted Rs. 86,74,918/- (Rupees Eighty-Six Lacs Seventy-Four Thousand Nine Hundred Eighteen only) through online mode via RTGS vide transaction ID No. ZHSIDCHQAMAHJ2AAMV towards 15% (without interest) of the tentative price of the above noted plot/shed which together with 10% of the tentative price already deposited as earnest money may be adjusted/added towards 25% of the tentative price of the plot.
4. We further undertake to execute the agreement, as per format of the agreement annexed as Appendix-A with the RLA, with the HSIIDC at KUNDLI within the period of 60 days from the date of issuance of the RLA.

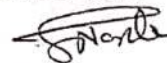
Particulars of the allottee

- a. Name(s) DIGITAL HUB INDIA PVT LTD
- b. Address A-42, NARAINA INDUSTRIAL AREA, PHASE-2, NEW DELHI-110028
- c. Phone No. 011-45631860, 9810235009
- d. Email ID: infodigitalhubindia@gmail.com

Encls: Board Resolution

Yours faithfully,

For Digital Hub India Pvt. Ltd.



Director/Auth. Sign

Allottee (Signature with stamp)

Note:

In case of allotment to individual(s) acceptance of RLA to be signed by Individual(s).
In case of partnership concern, acceptance of RLA to be signed by all the partners.
In case of company/body corporate, acceptance of RLA to be signed by signatory,
duly authorized by the Board of Directors.

EXTRACT FROM THE MINUTES OF MEETING OF BOARD OF DIRECTORS OF
DIGITAL HUB INDIA PVT LTD. AT A-42, NARAINA INDUSTRIAL AREA, PHASE-2,
NEW DELHI-110028 HELD ON 12TH OCTOBER 2022.

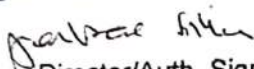
MR JASPAL SINGH BATRA DIRECTOR OF THE COMPANY INFORMS THE BOARD THAT COMPANY GOT ALLOTMENT OF INDUSTRIAL PLOT NO. 475 MEASURING 1012.50 SQ. MTRS SECTOR 53, PHASE-V, AT INDUSTRIAL ESTATE KUNDLI, HARYANA FROM HSIIDC VIDE RLA NO. RLA2022SEP04299 DATED 21.09.2022. AFTER THE SOME DISCUSSION THE FOLLOWING RESOLUTIONS WERE PASSED.

"RESOLVED THAT THE COMPANY WILL MAKE 15% PAYMENT OF PLOT COST AS PER THE TERMS OF RLA THROUGH RTGS TO HSIIDC.

"FURTHER RESOLVED THAT MR. SANJEEV NARDA AUTHORIZED REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO SIGN AGREEMENT (APPENDIX-A) AND ACCEPTANCE LETTER (APPENDIX-B) AND TO APPEAR BEFORE THE ESTATE OFFICER, HSIIDC, KUNDLI FOR SIGNING THE DOCUMENTS AND ALL OTHER RELATED DOCUMENTS ON BEHALF OF THE COMPANY.

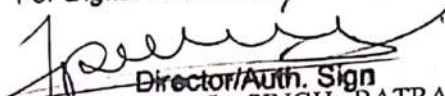
CERTIFIED THAT THE ABOVE IS A CORRECT COPY OF RESOLUTION PASSED ON 12TH OCTOBER 2022 AT A DULY CONVENED MEETING OF THE BOARD OF DIRECTORS OF DIGITAL HUB INDIA PVT LTD.

FOR DIGITAL HUB INDIA PVT LTD
For Digital Hub India Pvt. Ltd.


Director/Auth. Sign
(MR JASPAL SINGH BATRA)
DIRECTOR

FOR DIGITAL HUB INDIA PVT LTD

For Digital Hub India Pvt. Ltd.


Director/Auth. Sign
MR. JASPREET PAL SINGH BATRA)
DIRECTOR

E - CHALLAN
Government of Haryana

Candidate Copy

Valid Upto: 08-08-2023 (Cash) *0105614338*
02-08-2023 (Cheq/DD)

GRN No.: 0105614338 Date: 01 Aug 2023 18:27:34

Office Name: 2305-TEHSILDAR
Treasury: Sonapat
Period: (2023-24) One Time

Head of Account	Amount ₹
0030-03-104-99-51 Fees for Registration	50003
PD AcNo 0	
Deduction Amount: ₹	0
Total/Net Amount: ₹	50003
₹ Fifty Thousands Three Rupees	

Tenderer's Detail

GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-
PAN No:
Tenderer's Name: NAIB TEHSILDAR
Address: RAI -
Particulars: REGISTRATION FEE

Cheque-DD-
Detail: Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: CKX5961338
Payment Date: 01/08/2023
Bank: SBI Aggregator
Status: Success

E - CHALLAN
Government of Haryana

AGI Debit Copy

Valid Upto: 08-08-2023 (Cash) *0105614338*
02-08-2023 (Cheq/DD)

GRN No.: 0105614338 Date: 01 Aug 2023 18:27:34

Office Name: 2305-TEHSILDAR
Treasury: Sonapat
Period: (2023-24) One Time

Head of Account	Amount ₹
0030-03-104-99-51 Fees for Registration	50003
PD AcNo 0	
Deduction Amount: ₹	0
Total/Net Amount: ₹	50003
₹ Fifty Thousands Three only	

Tenderer's Detail

GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-
PAN No:
Tenderer's Name: NAIB TEHSILDAR
Address: RAI -
Particulars: REGISTRATION FEE

Cheque-DD-
Detail: Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: CKX5961338
Payment Date: 01/08/2023
Bank: SBI Aggregator
Status: Success

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.





Indian-Non Judicial Stamp Haryana Government



Date : 04/07/2023

Certificate No. TOD2023G650
GRN No. 104769950



Stamp Duty Paid : ₹ 4047000

Penalty : ₹ 0

(Rs. Zero Only)

Name: Hsiidc Limited
H.No/Floor: C1314
City/Village: Panchkula
Phone: 99*****90

Sector/Ward: 6
District: Panchkula

LandMark: Panchkula
State: Haryana

Seller / First Party Detail



Name: Digital hub India Private limited

H.No/Floor: 42

Sector/Ward: A

LandMark: Naraina indl area

City/Village: Phase two

District: Delhi

State: Delhi

Phone: 99*****90

Buyer / Second Party Detail

Purpose: Execution of Conveyance Deed of Plot No 475 sec 53 Ph 5 IE Kundli by HSIIDC in favour of Digital Hub India Pvt Ltd

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

ID: PAN Card No. AABCD8536A

Certificate of Sale: 04/07/2023

Certificate No. TOD2023G650

GRN No. 104769950

Total cost of Plot: Rs. 5,78,13,750/-

Stamp duty @ 7%: Rs. 40,47,000/-

CONVEYANCE DEED

This deed of conveyance made on the 09th day of Aug. in the year 2023 between the Haryana State Industrial & Infrastructure Development Corporation Limited, Registered Office C-13 & 14, Sector-6, Panchkula, hereinafter called the "transferor" of the one part, which expression shall include its successor, assignees, administrators, executors through its authorized signatory; and M/S Digital Hub India Private Limited having its Registered Address at A-42, Naraina Industrial Area, Phase 2, New Delhi - 110028 through its Authorised Signatory Mr. Sanjeev Narda S/o Sh. Shakti Kumar Narda R/o BM-111, West Shalimar Bagh, New Delhi - 110088 (Aadhaar No. 7832 6371 5157), hereinafter called the "transferee" of the other part (which expression shall include his/her/its heirs, successors, assignees, administrators, nominees, etc.)

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.

Estate Manager

For Digital Hub India Pvt. Ltd

Director/Auth. Sign



whereas the plot hereinafter described and intended to be hereby conveyed is owned by the transferor with full proprietary rights. Whereas Industrial Plot No. 475, Sector-53, Phase-V, HSIIDC, Industrial Estate, Kundli (Sonapat), measuring 1012.50 Sq. meters was allotted / transferred to M/S Digital Hub India Private Limited having its Registered Address at A-42, Naraina Industrial Area, Phase 2, New Delhi - 110028 for setting up a project of Printing Press in pursuance to his/its application for allotment / transfer of the plot, as per the terms and conditions, contained in the Agreement/transfer agreement dated 13/11/2022, allotment/transfer letter No. HSIIDC: RLA2022SEP04299 dated 21/09/2022, which shall continue to remain part and parcel of this deed.

Whereas the transferee has made the full payment amounting to Rs. 5,78,13,750/- (Rupees Five Crore Seventy Eight Lakh Thirteen Thousand Seven Hundred Fifty Only) as on date, towards the price of the said plot/shed to the transferor.

NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the allotment letter / re-allotment letter, agreement & supplementary agreement and further in consideration of the said sum of Rs. 5,78,13,750/- (Rupees Five Crore Seventy Eight Lakh Thirteen Thousand Seven Hundred Fifty Only) paid by the transferee, the transferor hereby grants and conveys to the transferee all that part and parcel of Plot No. 475, Sector-53, Phase-V, HSIIDC Industrial Estate Kundli (Sonapat), measuring 1012.50 Sq. meters on the following terms and conditions :-

1. *That the allotment of the plot having been made by the Transferor before coming into force of EMP-2015, any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that has been/may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto, shall be payable by the transferee, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in six half yearly equal installments payable on 30th June & 31st December of each year, alongwith interest @ 12% p.a., on the balance outstanding. Default in payment of installments shall entail payment of penal interest @3% p.a. over and above the normal interest rate of 12% p.a. for the defaulted period on the amount in default, compounded half yearly. In the event of non-payment of such enhanced compensation as per schedule, the aforesaid plot/shed shall be liable to be resumed.

For Digital Hub India Pvt. Ltd



Director/Auth. Sign

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.


Estate Manager

that the allotment of the plot having been made by the Transferor after coming into force of EMP-2015, no enhancement in price on account of acquisition of land will be charged by the Transferor from the transferee.
* strike whichever is not relevant.

2. That the aforesaid plot/shed 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 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 HSIIDC.
3. That the transferee shall construct the building on the aforesaid plot after getting the building plans approved from the Registered Architect under self-certification scheme and the said building plans must be as per the Punjab Scheduled Roads and Controlled Areas restriction of Unregulated Development Rules, 1965 and Rules & Regulations of Town and Country Planning Deptt., Haryana, as applicable from time to time as well as the zoning plan of the plots. The maximum permissible covered area norms shall be governed by the Rules & Regulations of Town and Country Planning Deptt., Haryana, applicable from time to time. However, before start of construction, the transferee shall submit a copy of the approved building plans to the concerned DTP/STP of HSIIDC.
4. That the transferee shall obtain an occupation certificate from the competent authority, as per the Rules & Regulations of Town and Country Planning Deptt., Haryana, applicable from time to time as well as provisions of EMP-2015, before occupying the building and shall submit a copy of the occupation certificate in the concerned field office of HSIIDC. Further, the procedure to grant occupation certificate shall be governed by the rules & regulations of Department of Town & Country Planning, Haryana, as well as EMP-2015, as amended from time to time.
- 5*. a) *That the transferee shall be required to complete the project, for which the aforesaid plot has been allotted, within a period of three years from the date of offer of possession; or actual possession of the plot, whichever is earlier. Completion of the project shall mean the commencement of commercial production after coverage of construction of building in accordance with the norms specified in EMP-2015, as amended from time to time, obtaining occupation certificate from the competent authority and installation of plant and machinery to the extent of atleast 40% of the value as stated in the project report submitted by the transferee at the time of allotment of plot, in

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.


Estate Manager

For Digital Hub India Pvt. Ltd


Director/Auth. Sign



in accordance with norms specified in EMP-2015, amended from time to time. However, the transferee should, as far as possible, take following steps within a period of three year of the offer of possession or actual possession, whichever is earlier:

- i) Taking over physical possession of the plot
- ii) Submission of building plans duly approved by the Registered Architect under self-certification scheme to the Transferor.
- iii) Closure of financial tie-ups (Promoter's capital and loans etc.)
- iv) Commencement of construction at site
- v) Technical and marketing tie up.
- vi) Placement of orders of machinery and other capital goods.

*That the transferee shall be required to complete the approved project, for which the aforesaid shed/flatted factory unit has been allotted, within a period of two years from the date of offer of physical possession of the shed/flatted factory unit by HSIIDC or actual possession of the shed/flatted factory unit, whichever is earlier. Completion of the project shall mean the commencement of commercial production, after installation of the plant and machinery to the extent of atleast 40% of the value as stated in the project report submitted at the time of allotment of plot and in accordance with the norms specified in EMP-2015, amended from time to time.

b) Part Completion: In the case of plot, if the allottee intends to complete the project partially after constructing building with covered area less than the prescribed minimum construction coverage norms, in such a case, the allottee shall be required to obtain part occupation certificate from the competent authority at least to the extent 50% of the minimum construction coverage norms and start commercial production by installing plant and machinery to the extent of 20% of the value as stated in project report submitted at the time of allotment of plot. In the case of shed, the allottee shall be required to start commercial production by installing plant and machinery to the extent of 20% of the value as stated in project report submitted at the time of allotment of plot start commercial production by installing plant and machinery to the extent of 20% of the value as stated in project report submitted at the time of allotment of plot, to be eligible for issuance of part completion certificate. In such cases, further extension in time for completion of the project shall be governed by the provisions of Estate Management Procedures-2015 as amended from time to time.

c)* Deemed project completion: In the case of plot, the allottee shall be deemed to have completed the project on the date of issuance of occupation certificate, if the allottee had completed the construction equivalent to 95% of the total permissible covered area and has not been able to commence the commercial production, for whatever reasons, but has obtained occupation certificate from the Competent Authority.

* Strike whichever is not applicable.

For Haryana State Indl. & Infra. Dvlp. Corp. Ltd.


Estate Manager

For Digital Hub India Pvt. Ltd


Director/Auth. Sign

that the plot has been allotted under On-going Scheme for Prestigious project involving investment of more than Rs.50/40/30 crore, as per EMP-2015, the transferee shall be required to complete the project for which the aforesaid plot has been allotted within a period of three years from the date of offer of possession or actual possession of plot, whichever is earlier, after obtaining occupation certificate as per minimum construction coverage norms specified in EMP-2015; commencement of commercial production after installation of plant and machinery and making fixed capital investment in the project to the extent of atleast 75% of the projected fixed capital investment subject to the minimum benchmark investment of Rs. 50/40/30 crore. However, the transferee shall be required to take possession of plot, get the building plans approved from the Registered Architect and start construction at site within two years of offer of possession or actual possession of plot, whichever is earlier.

(b)* Part Completion: In case, the transferee intends to complete the project partially after constructing building with covered area less than the prescribed minimum construction coverage norms, in such a case, the transferee shall be required to obtain part occupation certificate from the competent authority atleast to the extent 50% of the minimum construction coverage norms and start commercial production by installing plant and machinery as stated in the project report for first phase of the project or to the extent of 30% of the total value of plant and machinery for the project as a whole, as stated in project report submitted at the time of allotment of plot, whichever is lower. In such cases, further extension in time for completion of the project shall be governed by the provisions of Estate Management Procedures-2015 as amended from time to time. That the plot has been allotted for setting up prestigious project involving investment of more than Rs. 50/40/30 crore, the transferee shall be required to complete the investment equivalent to atleast 75% of the projected level of requisite amount i.e. Rs. _____ crore, in the project (as mentioned in the approved project report) for which a further period of three years, beyond the initial stipulated period of three years, counted from the date of offer of possession or actual possession, whichever is earlier, may be allowed without payment of fee provided the transferee has achieved part completion of the project as prescribed under EMP-2015. In case, the transferee fails to achieve the requisite amount of investment within six years from the date of offer of possession or actual possession, whichever is earlier, the fee/penalty shall be payable as specified in EMP-2015, failing which the plot shall be liable to be resumed.

* Strike out clause 5 or 6 as the case may be.

For Haryana State Indl. & Infra. Dvlp. Corp. Ltd.


Estate Manager

For Digital Hub India Pvt. Ltd


Director/Auth. Sign

The period of three years for completion of the project on the plot, may be further extended by HSIIDC by another three years on year to year basis, on payment of prescribed extension fee, applicable from time to time, with applicable interest, subject, however, to the conditions that the transferee has complied with the norms specified in EMP-2015, as amended from time to time and satisfies that the transferee had taken effective steps for the completion of the project within the requisite period of three years.

*The period of two years for completion of the project by transferee of the shed/flatted factory unit, may be further extended for three year by HSIIDC on payment of prescribed extension fee, applicable from time to time, with applicable interest.

* Strike whichever is not applicable.

Upon failure on the part of the transferee to adhere to the schedule/time available for completion of the project, HSIIDC shall be competent to resume the aforesaid plot/shed/flatted factory unit after giving show cause notice.

8. That the transferee shall use and utilize the aforesaid plot/shed/flatted factory unit for the purpose for which it has been allotted. Provided that the project can be changed at any stage for permissible activities only subject to the provisions contained in Estate Management Procedures-2015 with regard to change of project. Violation, if any, shall entail resumption of the plot/shed/flatted factory unit.
9. That the use of the land and the building erected on the above said plot/shed shall be governed by the zoning plan of the Estate. The permissible covered area shall be governed as per rules & regulations of the department of Town & Country Planning, Haryana as well as EMP-2015, as amended from time to time. Zoning violations and deviation from the approved building plans at any stage shall cause a notice to rectify the breach by the transferee. In the event of non-compliance by the transferee within the time permitted by the HSIIDC, the aforesaid plot/shed shall be liable to be resumed and the transferee shall be required to remove such structure/debris from the plot at his own cost within a period of three months from the date of order of the resumption, failing which the Transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile transferee.

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.


Estate Manager

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the transferee shall not bifurcate the aforesaid plot except with the prior written permission of the HSIIDC. Bifurcation of the plot/shed shall, however, be governed and regulated in the manner as provided in the EMP-2015, as amended from time to time.

11. That the plot/shed shall continue to belong to HSIIDC until & unless the full price of the plot/shed together with interest and other amount, if any, due to HSIIDC is paid by the transferee. Transferee 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.
12. The transferee shall have the right to mortgage the plot in favour of banks/FIs, subject to the conditions that the HSIIDC 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 transferee shall get the deed of conveyance executed in its favour before creating mortgage of the plot/shed. The mortgage to be created by the transferee in favour of bank/FIs shall be without prejudice to the rights of the Transferor in terms of the RLA/Deed of Conveyance in respect of the plot/shed 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 Transferor in respect of the plot as the purchaser shall be stepping into the shoes of the transferee as defined in clause 12.11 of EMP-2015, amended from time to time. The auction purchaser shall utilize the plot/premises for permissible activities only and in case the project was not completed by the transferee 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 chapter 5 of EMP-2015 shall be applicable.
13. a) That the transferee shall be eligible for transfer of the above said plot/shed/flatted factory unit, if the project has been completed by the transferee in terms of clause 5.10/5.11 of EMP-2015, after obtaining occupation certificate, paid full price of the plot including enhanced cost & other dues if any, got the conveyance deed of the plot/shed/flatted factory unit executed in his/her favour and there is no violation of building bye laws and terms and conditions of allotment as well as fulfilment of other conditions specified in EMP-2015, as amended from time to time. The transfer would be subject to the condition that transferee shall utilise the plot/shed/flatted factory unit only for the permissible activities. Such transfer shall, however, be subject to the payment of transfer fee with applicable interest at the rates prescribed in the EMP-2015, as revised from time to time. The transfer of plot without compliance of the aforesaid eligibility conditions shall be regulated as per the provisions contained in EMP-2015,

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permission of HSIIDC before transfer of the plot/shed/flatted factory unit, failing which the transferee/successor-in-interest, as the case may be, will have to bear the consequences of such unauthorised, including payment of penalties as defined in EMP-2015, as amended from time to time.

b) That the transfer of the aforesaid plot/shed/flatted factory unit, due to inheritance, Will or within the family members of the transferee (except in the case of preferential allotment in favour of NRI/person with disability), succession due to death of the transferee/majority shareholders or take over by a Bank/Financial Institution may be allowed without charging transfer fee but the processing fee at the rates as prescribed in the EMP-2015, from time to time shall be charged. However, wherever applicable, the transferee shall be required to obtain prior written permission of HSIIDC before transfer of the plot/shed/flatted factory unit.

c) The transfer of majority shareholding, change of ownership by whatever means i.e. through sale deed, an agreement with an intent to transfer on a future date, or by way of power of attorney (except in favour of family members) shall also be treated as transfer.

14. That for seeking permission for transfer of the aforesaid plot/shed/flatted factory unit, the transferee shall apply to the HSIIDC alongwith the prescribed documents before effecting transfer of plot. The transferee shall be required to submit his/her/its request for the proposed transfer before execution of sale deed/transfer of shareholding, failing which transfer fee at double the normal rate as specified in EMP-2015, as amended from time to time, with applicable interest shall be payable by the transferee. In case the transfer is allowed, the transferee shall be required to execute sale deed duly registered with Sub Registrar in favour of the transferee as per law and a fresh agreement for transfer of the industrial plot/shed shall be required to be executed by the transferee with the HSIIDC whereupon the purchaser shall step into the shoes of the transferee.

15. i) That the change in constitution from individual/Joint holders to a Partnership Firm/company or from Partnership Firm to a Company shall be permissible at any stage provided the entire shareholding/ ownership of the firm/company/project is with the original transferee and/or his/her family members as defined in EMP-2015. Applicable processing fee shall be payable in such cases and prior written permission of Transferor shall be mandatory. In case of allotment in favour of NRI/ person with disability, the original transferee must retain at least 51% stake till project completion.

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That in case the change in constitution involves induction of a third party (other than family members as defined in EMP-2015) into the firm/company/project, the same may be allowed by the Transferor on payment of fee as defined in EMP-2015, subject to the condition that the original transferee/his family members retain at least 51% share in the firm/company/project. In case the share of the original transferee/partners/shareholders and their family members in the firm/company/project falls below 51%, it shall amount to transfer and the provisions of chapter 8 of EMP-2015 related to transfer of plot shall be applicable.

iii) That in case the transferee being a Private Limited Company becomes Public Limited Company listed with recognized stock exchange, the change in constitution may be allowed by the Transferor on payment of the applicable processing fee subject to the condition that the transferee or his associates (family members), retain the largest shareholding with management control, otherwise it will be treated as a case of transfer and shall be dealt under the relevant provisions.

iv) That in case the transferee is a company and intends to implement the proposed project through its subsidiary company, such a request can be considered by the Transferor, subject to the condition that the entire paid up capital of the subsidiary company is held by the transferee company and its shareholders/promoter Directors. Similarly, implementation of project through the holding company of the transferee company as well as through a concern/company promoted/owned by the original transferee / partners of transferee firm /promoter/directors of transferee company and their family members shall also be covered under this clause. Applicable processing fee shall be payable in such cases.

v) That in case of change in constitution where the conveyance deed has already been executed in favour of the original transferee, the title of the plot shall be got transferred in the name of new entity by way of registered deed.

16. a) That in order to ensure optimum utilization of the built up Industrial space, leasing/renting of the built up premises for permissible activities may be allowed by the Transferor, if the transferee has made construction as per the standard norms, obtained occupation certificate, paid all the dues of the Transferor and has not committed any violation of the building bye-laws after obtaining the occupation certificate/terms and conditions of allotment/provisions of EMP-2015, as amended from time to time. Such permission may be granted by the HSIIDC on payment of applicable leasing/processing fee, with applicable interest as prescribed in the EMP-2015, amended from time to time.

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... prior written approval of the HSIIDC for leasing shall be mandatory. Lease agreements exceeding 11 months period shall be required to be registered as per legal requirements. Further leasing of industrial plots as such (i.e. where a building has not been constructed thereon) will not be permitted. The provisions with regard to leasing of premises, as detailed in EMP-2015, as amended from time to time, shall be strictly adhered to by the transferee.

b) No leasing fee shall be charged in cases where premises is leased out to a concern/firm/company owned by the original allottee/his family members with minimum 51% share, subsidiary or holding company of the transferee company or a firm/company owned by original promoters of the transferee firm/company. Further, no leasing fee shall be payable in case the premises is leased out after running the industrial unit on the plot, for a period of 5 years or more as defined in clause 7.4 of EMP-2015, as amended from time to time.

c) That there shall be no limit/restriction on the number of leases permissible in any premises subject to the condition that the premises is leased out only for permissible activities and meets the normal safety requirement. Once the premises has been leased out with the permission of the Transferor, no permission shall be required from the Transferor for second/subsequent lease or change in lessee subject to the transferee keeping HSIIDC informed about such changes preferably within 15 days of execution of the lease deed, alongwith requisite details. The transferee shall also file an annual certificate/return (by 30th April each year as per the prescribed procedure) confirming the number and the name of lessee(s), area leased out, uses of the premises leased out during the year and status as on date.

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 plot/shed 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 plot/shed and to sink pits, erect building, construct lines and generally appropriate and use surface of the said plot/shed for the purpose of doing the full enjoyment of the exceptions and reservations herein contained.

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Estate Manager

the transferee shall be entitled to receive from HSIIDC such payment for such compensation by HSIIDC of the surface and for the damage done to the surface or anything on the said land by such works or workings or letting down as may be agreed upon between the HSIIDC and the transferee.

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 transferee has duly performed and observed the conditions to be observed under the provisions of the agreement/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 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.
20. That the transferee 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 transferee shall have to pay local and general taxes, rates or cesses, service tax wherever applicable, etc., as imposed on the said plot/shed by the competent authority from time to time.
22. That the transferee 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 transferee.

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transferee agrees and undertakes that he/she/it shall, as far as possible, employ of un-skilled workforce and shall give preference for other categories to candidates from among the Haryana Domiciles in the unit to be set up on plot/shed.

24. 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 transferees proportionately. Any amount demanded by HSIIDC on account of such external development charges will be payable by the transferee to HSIIDC in lump-sum or in installments, with applicable interest, as may be decided by HSIIDC.
25. That the transferee 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 transferee shall be liable to pay the same alongwith interest @ 18% p.a. In the event of failure of the transferee to make payment of the amount demanded within three months from the date of issue of the said letter of demand, the plot/shed shall be liable to be resumed.
26. That the transferee shall have to take water for unit set up and other area of the said plot/shed from the water supply system of the HSIIDC on payment in accordance with the rates fixed from time to time. The transferee shall not dig or install any tube well/borewell within or outside his plot/shed for meeting his water requirements.
27. That the transferee shall adhere to all provisions/requirements under the Environment (Protection) Act 1986, the Water (Prevention and Control of Pollution) Act 1955 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).

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...allots this plot/shed for setting up and running an industry/service sector ...and thereby contributing to the overall economic activity in the State. In case ...transferee does not continue to remain in production and the production gets held up, HSIIDC shall issue a notice to the transferee to resume production/re-start the activities within a period of three months. In case the transferee fails to resume production/service activity within the given time, the plot/shed shall be liable to be resumed.

29. That if the transferee appoints ANY ATTORNEY, (in favour of any family member as defined in EMP-2015), he/she/they shall submit, with HSIIDC, the certified copy of the Registered Power of Attorney alongwith 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.
30. That so long as the transferee 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 transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed in this deed.
31. That the HSIIDC will be competent to resume plots/sheds in its Industrial Estates in case an transferee defaults in complying with the terms and conditions of allotment/transfer/leasing/provisions of EMP-2015, as amended from time to time, etc. The resumption of plot/shed would be done by the HSIIDC after giving show cause notice. Upon resumption, the payment deposited by the transferee towards price of the plot will be refunded after deducting 10% of the price of the plot/shed without any interest. The amount of interest and penalty, if any, paid on the installment(s), shall also be refunded. In case of resumption, the transferee shall be required to remove the structure/debris within a period of three months from the order of the resumption, failing which the Transferor may get the cost of construction of the building assessed from the approved valuer/Chartered Engineer and pay this amount to the erstwhile transferee.
32. That the plot/shed once resumed shall not be restored by HSIIDC. However, an appeal shall lie to a committee, comprising of the Administrative Secretary of the Industries Deptt. and Managing Director, Haryana Financial Corporation & Director of Industries, Haryana against the order of the HSIIDC. Such an appeal shall be filed within ninety days of passing of resumption order. The decision of the aforesaid committee shall be final and binding.

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.


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that the transferee is fully aware of provisions of EPP-2015 & EMP-2015 and has gone through the same. The transferee agrees & undertakes to abide by and be bound by the said provisions of EPP-2015 and EMP-2015, as amended from time to time.

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

Party of the First Part:

For and on behalf of
Haryana State Indl. & Infra. Development Corporation Ltd.

For Haryana State Indl. & Infra. Devlp. Corp. Ltd.

Estate Manager

Witness:

Signature:

Name:

Residence:

Occupation:

RAJPAL S.P. CHANDERIMAN

VILLAGE KUNOLI, SONIPAT.

Numberdar.

PARTY OF SECOND PART:

For Digital Hub India Pvt. Ltd

Director/Auth. Sign

(For M/S Digital Hub India Private Limited)
(Mr. Sanjeev Narda - Auth. Signatory)

Allottee
Plot No.475, Sector-53, Ph-V,
HSIIDC Indl. Estate, Kundli

Witness:

Signature:

Name:

Residence:

Occupation:

Anand S.P. Hoshier Singh.

Village Rato, Sonapat.

Numberdar

Reg. No.

Reg. Year

Book No.

1797

2023-2024

1



विक्रेता



क्रेता



गवाह



उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- thru Rajkumar OTHER HSIIDC

क्रेता :- thru Sanjeev Narda OTHERMs Digital Hub India Pvt Ltd

गवाह 1 :- राजपाल न.

गवाह 2 :- आनन्द

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1797 आज दिनांक 02-08-2023 को बही नं 1 जिल्द नं 68 के पृष्ठ नं 53.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2127 के पृष्ठ संख्या 74 से 78 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 02-08-2023

उप/सयुक्त पंजीयन अधिकारी(राई)

PLOT NO. 458

22.50 M.

PLOT NO. 476

45.00 M.

PLOT NO. = 475

PLOT AREA = 22.50×45.00
= 1012.50 SQ.M.

PLOT NO. 474



FRONT ROAD 30.00 M. WIDE

SITE PLAN



SITE PLAN ON PLOT NO. 475

SEC. 53, PH.-II HSIIDC KUNDLI

FOR:- M/S DIGITAL HUB INDIA
PRIVATE LIMITED