

| Agreement Award | | Indian-Non Judicial Stamp Haryana Government | | Date : 11/02/2025 |
|-----------------------------|-------------------------------|---|---------------------------------------|---------------------|
| Certificate No. | G0K2025B4201 |  | Stamp Duty Paid : ₹ 101 (Rs. Only) | |
| GRN No. | 128002440 |  | Penalty : ₹ 0 (Rs. Zero Only) | |
| Seller / First Party Detail | | | | |
| Name: | Maxestates Gurgaon Twolimited | | | |
| H.No/Floor : | Maxhouse | Sector/Ward : | - | LandMark : Delhi |
| City/Village : | Delhi | District : | Delhi | State : Newdelhi |
| Phone : | 88*****46 | | | |
| Buyer / Second Party Detail | | | | |
| Name : | Governor Of Haryana | | | |
| H.No/Floor : | Haryana | Sector/Ward : | - | LandMark : Gurugram |
| City/Village : | Gurugram | District : | Gurugram | State : Haryana |
| Phone : | 88*****46 | | | |
| Purpose : | LC IV Agreement | | | |

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FORM LC-IV
(See rule 11)

AGREEMENT BY DEVELOPER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This agreement made on the ^{9th} day of April, 2025 between **M/s Namo Realtech Private Limited** (CIN: U70101HR2012PTC075003, PAN: AADCN9526E), a Company registered under the Companies Act 1958 and having its Registered Office at 461-462, Udyog Vihar, Phase-III Gurgaon, Haryana – 122016, (hereinafter referred to as the "**Owner**") in collaboration with **M/s Max Estates Gurgaon Two Limited** (CIN: U68100DL2024PLC424818, PAN: AARCM6441M), a Company registered under the Companies Act 1958 and having its Registered Office at Max House, 335/2, New Delhi, Delhi – 110020 (hereinafter referred to as the "**Developer**") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assign a represented herein by its authorized signatory Mr. Rishi Raj of the **First Part**, **AND, THE GOVERNOR OF HARYANA** acting through the Director. Town & Country Planning Haryana Chandigarh (hereinafter referred to as the "**Director of the Second Part**").

WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting & into a Group Housing Colony under the Transit Oriented Development (TOD) Policy.

And whereas in addition to the agreement executed in pursuance of the provisions under rule 11, Haryana Development and Regulations of Urban Area Rules 1976 (hereinafter referred to as "HARUA")

Rules") one of the conditions for the grant of licence is that we shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony on land measuring 18.2375 Acres for Group housing Colony (93.95% Residential and 6.05% Commercial) under TOD policy-2016, falling in the revenue estate of village Harsaru, Sub-Tehsil Harsaru, Sector 36A, District Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to Owner and Developer to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 by Developer, the Developer hereby covenants as follows:

(a) That the Developer shall deposit 70 % amount realized by it from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled Bank and that this amount shall only be utilized by the Developer towards the cost of internal development works and construction works in the group housing colony.

i. That Owner/ Developer shall pay the External Development Charges, amounting to Rs. 12697.5049 lacs calculated at prescribed rates, as per the LOI granted to us dated 18.12.2024. These charges shall be payable to the Director, Town and Country Planning, Haryana either in lump-sum within 30 days from the grant of licence or 10 equals 6 monthly instalment of 10% each i.e.:

a. First instalment of 10% of the amount of external development charges shall be payable within a period of 30 days from the grant of license.

b. Balance 90% EDC in 9 equal 6 monthly instalments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the total amount. However, at the time of grant of occupation permission nothing shall be due on account of EDC.

c. That Owner/ Developer shall pay the EDC as per schedule date and time as and when demanded by DTCP Haryana.

d. That Owner/ Developer shall specify the details of calculations per square metre/ per sq ft, which is being demanded from the flat owners on account of EDC/IDC as per rate fixed by the government.

ii. That we shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DTCP Haryana

iii. In case the Developer/Owner ask for completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only there after the grant of completion certificate would be considered.

iv. The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments on due date and additional penal interest of 3% per annum (making the total payable interest at 15% per annum).

v. In case the Haryana Shehri Vikas Pradhikaran executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the Developer to pay the balance amount of EDC in lump sum even before the completion of 5 years, and the Developer shall be bound to do so.

vi. That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent

permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.

- vii. The Developer shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN) or as applicable. If the Developer fails to seek electric connection from HVPN, the director shall recover the cost from the Developer and deposit the same with the HVPN. However, the instalment of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be responsibility of the Developer for which the Developer will be required to get the electrical distribution services plan estimates approved from the agency responsible for installation of external services i.e. HVPN,UH BVNL,DH BVNL and complete the same before obtaining completion certificate for the colony.
- viii. No external development charges would be recovered from the economically weaker sections (EWS)/ lower income group (LIG) category of allottees.
- e. That Developer shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, when we shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- f. That Developer shall at our own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centre and other community buildings on the area set apart for this purpose.failing which the area shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit
- g. No third party rights in the community buildings will be created without obtaining the prior permission of Director. All the community buildings shall be constructed by the Developer within the time period as per applicable policy or in the extended period as allowed by the Director..
- h. That Owner and Developer shall be individually as well as jointly responsible for the development of the Group Housing Colony.
- i. That Developer shall keep pace of construction at least in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched. .
- j. That Owner/ Developer undertake to pay external development charges EDC for group housing scheme as per rate schedule terms and conditions given in clause 1(a) of this agreement.
- (i) That Developer shall submit the additional bank guarantee, if any required at the time of - approval of Service Plans/Estimate. With an increase in the cost of construction and increase in the number of facilities in Layout Plan, applicant company would be required to furnish an additional bank guarantee within 30 days on demand. It is made clear that bank guarantee of Internal Development Works/EDC

has been worked out on the interim rates.

(ii) That in case of group housing, adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 13 square metres.

(iii) That adequate educational, health, recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided as per approved Building Plan.

(iv) That Owner/ Developer will pay the Infrastructure Development Charges amounting to Rs.13,84,78,578/- @ (Rs. 625 x 3.5 or 2.5 per sq. mtr. for Residential component and Rs. 1000 x 3.5 or 2.5 per sq. mtr for commercial component) in two equal instalments. First Instalment will be due within 60 days of grant of license and second Instalment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.

- k. That Owner/ Developer shall carry out at its own expenses any other works which the director may think necessary and reasonable in the interest of the proper development of the colony.
- l. That Developer shall permit the Director or other officer authorised by him on his behalf to inspect the execution of the layout, and the development works in the colony and the Developer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with licence granted.
- m. That without prejudice to anything contained in this agreement all the provisions contained in the Act and these Rules shall be binding on us.
- n. That Developer shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purposes at its own cost till the completion of external sewerage system by HSVP and make their own arrangements for temporary disposal or give the requisite land. That Developer shall make arrangements for water supply sewerage drainage etc to the satisfaction of DTCP till services are made available from the external infrastructure to be laid down by HSVP.
2. That Developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
3. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
4. That such 10% deduction shall continue to operate till the total EDC dues get recovered from /Developer.
5. The implementation of such a mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the Owner/Developer. Owner/ Developer shall continue to supplement such

automatic EDC deductions with payments from our own funds to ensure that by the EDC instalments that are due for payment, get paid as per the prescribed schedule.

6. Provided always and it is hereby agreed that if Owner/Developer shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to it.
7. Upon cancellation of the licence under clause above, the action shall be taken as provided under Haryana Development & Regulation of Urban Areas Act, 1975 and rules framed there under, and all subsequent amendments made in the Act and rules up to date. The Bank guarantee in that events shall stand forfeited in favor of the Director.
8. Expression that 'Developer' herein used before shall include his heirs, legal representatives, successors and permitted assignees.
9. The stamp and registration charges on this deed shall be borne by the Developer.
10. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from Owner/Developer release the bank guarantee or part there of as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case we are relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the director in proportion to the payment of external development charges received from us.

IN WITNESS WHEREOF THE DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses: -

P. Pandey
Parijat Pandey
s/o Umesh Ch. Pandey
Suraygram.

1. For Max Estates Gurgaon Two Limited


(Signatory)

1. For Director, Town & Country Planning, Haryana
for & on behalf of the Governor of Haryana


Director
Town & Country Planning
Haryana, Chandigarh

(Signatory)

ANNEXURE

| S. No. | Rectangle No. | Killa No. | Land Extent | |
|--------------|---------------|-----------|----------------------|-----------|
| | | | Kanal | Marla |
| 1 | 123 | 20/1 | 2 | 12 |
| 2 | | 14 | 8 | 0 |
| 3 | | 15 | 8 | 0 |
| 4 | | 16 | 8 | 0 |
| 5 | | 18 | 8 | 0 |
| 6 | | 23 | 8 | 0 |
| 7 | | 24 | 8 | 0 |
| 8 | | 25 | 8 | 0 |
| 9 | | 11 | 8 | 0 |
| 10 | | 12 | 8 | 0 |
| 11 | | 13 | 8 | 0 |
| 12 | | 17 | 8 | 0 |
| 13 | 124 | 11 | 8 | 0 |
| 14 | | 12/1/1 | 2 | 15 |
| 15 | | 12/1/2 | 1 | 12 |
| 16 | | 12/1/3 | 0 | 6 |
| 17 | | 12/2 | 3 | 7 |
| 18 | | 13 | 8 | 0 |
| 19 | | 14 | 8 | 0 |
| 20 | | 15 Min | 3 | 19 |
| 21 | 125 | 14/2/2 | 1 | 14 |
| 22 | | 15/2 | 6 | 16 |
| 23 | 131 | 3 | 1 | 11 |
| 24 | | 4 | 3 | 13 |
| 25 | | 5 | 5 | 13 |
| Total | | | 145 | 18 |
| | | | 18.2375 acres | |




 Director
 Town & Country Planning
 Haryana, Chandigarh



Agreement Award



**Indian-Non Judicial Stamp
Haryana Government**



Date : 11/02/2025

Certificate No. G0K2025B4899



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 128009582



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Maxestates Gurgaon Twolimited
H.No/Floor : Maxhouse Sector/Ward : - LandMark : Delhi
City/Village : Delhi District : Delhi State : Newdelhi
Phone: 88*****46



Buyer / Second Party Detail

Name : Governor Of Haryana
H.No/Floor : Haryana Sector/Ward : - LandMark : Gurugram
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 88*****46

Purpose : LC IVA Agreement

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LC-IV A

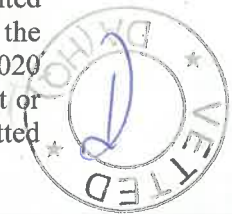
**BILATERAL AGREEMENT BY DEVELOPER OF LAND INTENDING TO SET UP A
GROUP HOUSING COLONY**

This agreement is made and executed on this ^{9th}..... day of ^{April}..... at
...²⁰²⁵....., by and between M/s **Namo Realtech Private Limited** (CIN:
U70101HR2012PTC075003, PAN: AADCN9526E), a Company registered under the Companies Act
1958 and having its Registered Office at 461-462, Udyog Vihar, Phase-III Gurgaon, Haryana – 122016,
(hereinafter referred to as the "**Owner**") in collaboration with M/s **Max Estates Gurgaon Two Limited**
(CIN: U68100DL2024PLC424818, PAN: AARCM6441M), a Company registered under the
Companies Act 1958 and having its Registered Office at Max House, 335/2, New Delhi, Delhi – 110020
(hereinafter referred to as the "**Developer**") which expression shall unless repugnant to the context or
meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted
assign a represented herein by its authorized signatory Mr. Rishi Raj of the **First Part**.

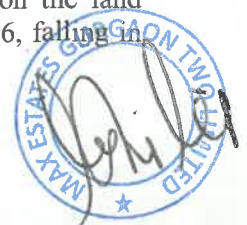
AND

THE GOVERNOR OF HARYANA acting through the Director, Town & Country Planning, Haryana,
(hereinafter referred to as the "**Director**") of the **Second Part**.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules,
1976 (hereinafter referred to as the said "**Rules**"), one of the conditions for the grant of licence is that
the Developer shall enter into an agreement for carrying out and completion of development works in
accordance with the licence finally granted for setting up a Group Housing Colony on the land
measuring 18.2375 (93.95% Residential and 6.05% Commercial) under TOD policy-2016, falling in
the revenue estate of village Harsaru, Sub-Tehsil-Harsaru. Sector 36A, District Gurugram.



MS
Director
Town & Country Planning
Haryana, Chandigarh



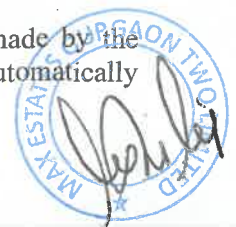
AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Developer: -

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the Owner and Developer to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the Owner and Developer, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the Developer hereunder covenanted by him as follows:

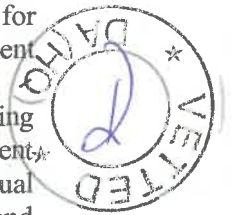
- (a) That in this group housing colony, adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 13 square metres.
- (b) That all the buildings to be constructed shall be with the approval of competent authority and shall conform to the building byelaws and regulations in force in that area and shall conform to the National Building Code with regard to the distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- (c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the Developer as per approved building plan. The Developer shall at its own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the area set apart for this purpose. No third-party rights on the community buildings shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana, Chandigarh. The Developer shall construct all the community buildings within the time period as per applicable policy or in the extended period as allowed by the Director.
- (d) That the Developer undertakes:
 - i. to pay proportionate External Development Charges, amounting to Rs. 12697.5049 lacs calculated at prescribed rates, as per the LOI granted to it on 18.12.2024. These charges shall be payable to the Director, Town and Country Planning, Haryana either in lump-sum within 30 days from the grant of licence or 10 equals 6 monthly instalment of 10% each.
 - ii. That first instalment of 10% shall be payable within 30 days from grant of license.
 - iii. Balance 90% EDC will be paid in 9 equal six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount. However, at the time of the grant of occupation certificate nothing will be due on account of EDC.
 - iv. That Owner/Developer shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by DTCP, Haryana.
 - v. That the Owner/Developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
 - vi. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically


Director
Town & Country Planning
Haryana, Chandigarh



credited, on the date of receipt in the Government treasury against EDC dues.

- vii. That such 10% deduction shall continue to be made till the total EDC dues get recovered from the Owner/Developer.
- viii. The implementation of such a mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the Owner/Developer. The Owner/Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per the prescribed schedule.
- (e) That the Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders /plot holders.
- (f) That the Developer shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) That Developer shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- (h) That the responsibility of the ownership of the common area and facilities as well as their management; and maintenance shall continue to vest with the Developer till such time the responsibility is transferred to the owners of the dwelling units under the Haryana Apartment Ownership Act, 1983.
- (i) That the Developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority (if required as per applicable law), as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
- (j) That the Developer shall deposit 70% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled bank and that this amount shall only be utilized by the Developer towards meeting the cost of internal development works and the construction works in the colony.
- (k) That Developer shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the group housing colony and Developer shall carry out all directions issued by him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- (l) That Owner/ Developer will pay the Infrastructure Development Charges amounting to Rs.13,84,78,578/- @ (Rs. 625 x 3.5 or 2.5 per sq. mtr. for Residential component and Rs. 1000 x 3.5 or 2.5 per sq. mtr for Commercial component) in two equal instalments. First Instalment will be due within 60 days of grant of license and second Instalment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.
- (m) The pace of construction shall be kept at least in accordance with the sale agreement with buyers of the flat as and when the scheme is launched.
- (n) That we shall carry out at our own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (o) That we shall reserve 15% of the total number of flats developed or proposed to be developed, for allotment to economically weaker section categories, and the area of such flats shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board as per applicable policy and allotted at a maximum cost of Rs. 1,50,000/- per flat or Rs. 750/- per sqft. The flats shall be allotted strictly as per policy dated 26.02.2021 or any other policy, guidelines,



instructions issued by the government from time to time regarding allotment of EWS Flats.

- i. Any person registered under BPL family which includes his/her spouse or his/her dependent children who do not own any flat/ plot in any HSVP Sector/licensed colony in any of the urban area in the State, will be eligible for making the application.
- ii. First preference will be given to the BPL families listed in the same town and followed by those listed in the District and the State.
- iii. Complete scheme shall be floated in one go within six months of issuance of part occupation certificate of EWS flats.
- iv. To make the scheme transparent, Haryana Housing Board shall give advertisement in leading English National dailies like-Hindustan Times, Times of India, English Tribune and two Newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment of plots flats size etc.
- v. The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, representative of Director, Town and Country Planning (DTCP) and Developer concerned.
- vi. The date of draw of lots will be fixed by concerned authorities and the results will also be published in newspapers as referenced in (iv) above.
 - a. The Complete Scheme shall be floated within six months from the issuance of occupation / part occupation certificate of EWS flats. The Colonizer upon obtaining such occupation / part occupation certificate, shall immediately and not later than 60 days convey the details of such flats to the Housing Board Haryana for the purpose of inviting applications and for identification of the eligible beneficiaries.
 - b. The Housing Board Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the colonizer and DTCP, Haryana. By no means, the involvement of Housing Board Haryana shall amount to it being designated as a developer for the project, as far as compliance under RERA Act is concerned.'
 - c. All compliances pertaining to the Haryana Development and Regulation of Urban Areas Act, 1975 as well as Apartment Ownership Act, 1983 shall continue to be the sole responsibility of the Owner/ Developer.
 - d. While identifying the beneficiaries for allotment, Housing Board Haryana shall grant first preference to the BPL families and thereafter to the EWS applicants of the State.
 - e. For the purpose of this Policy, the definition of EWS stands adopted as provided under PMAY guidelines i.e. with household income less than 3 lakhs or as amended under PMAY guidelines from time to time.
 - f. That in cases where EWS flats have already been advertised, the licensee shall conduct the draw of the lots within three months from the issuance of the Policy.
 - g. That the list of successful allottees along with waiting list up to 25% of total number of EWS flats shall be published in newspaper as specified above.
 - h. -After completion of the process of identification of successful allottees, Housing Board, Haryana shall convey the list of successful applicants along with the waiting list to the concerned Developer under intimation to DTCP, Haryana.
 - i. All further formalities pertaining to the issuance of allotment letter and recovery of instalments from the successful allottees continue to remain with the Developer. If the successful allottee fails to deposit the instalments, he may be given 15 days' time from the issuance of publication of such a list in one daily Hindi newspaper, failing which allotment shall stand cancelled.


Director
Town & Country Planning
Haryana, Chandigarh





- j. For avoiding duplicity, Housing Board Haryana shall maintain the data of all beneficiaries and their Aadhar Card details. The list of successful BPL as well as EWS beneficiaries shall be forwarded to the Department of Urban Local Bodies, Haryana for maintaining and integrating database of the allottees so as to avoid duplicate allotment to same beneficiaries.
- k. BPL as well as EWS verification shall be carried out in case of successful allottees only.
- l. Housing Board, Haryana shall charge Rs. 10,000/- as registration / earnest money along with each application. Housing Board Haryana shall retain such registration charges from each successful allottee after conducting the draw of a lots. The balance amount shall be recovered directly by the Developer from the beneficiaries as identified by the Housing Board, Haryana.
- m. For unsuccessful candidates, the refund of registration / earnest money (without interest compensation) shall be made by the Housing Board, Haryana within two months from date of draw.
- n. The earnest money of the applicants in the waiting list may be retained by the Housing Board, Haryana till the process of allotment of successful applicants is completed. Thereafter, the earnest money shall be refunded within a one-month period. However, in case any applicant in the waiting list requests for refund of earnest money even during the process of allotment, the Housing Board, Haryana shall refund the same within a period of one month from the receipt of the request without making any deduction.
- o. In case a successful candidate surrenders his flat, the entire amount excluding the registration/earnest money will be refunded by the Developer without any deduction. The registration amount of Rs. 10,000/- recovered by Housing Board, Haryana shall remain non-refundable.
- p. The allottees of such EWS flats shall not be allowed to further transfer these flats to any person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of the selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation along with irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall be liable for cancellation.
- q. The Developer shall get the commensurate number of EWS flats approved while submitting the building plans of main component in group housing colony under applicable policy.
- r. The Developer will ensure that at the time of grant of occupation certificate in case of group housing colony under applicable policy, the proportionate number of EWS flats stand constructed.
- s. That the allotment of the EWS flats can also be made with the approval of the Government to specific category of people in public interest on the recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HSVP - STP & DTP. This category may include slum-dwellers, occupiers of precious government land or persons who are living in constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decision/court order or the persons who have to be allotted oustees quota plots, but the same are not available with HSVP/ Government.
- t. That no annual maintenance charges are recoverable from EWS flat owners. However, the Developer / Association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries, if such services are provided by the Developer / Association.



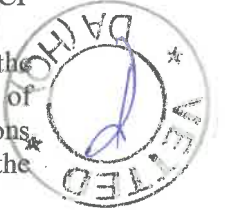

Director
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- u. The Developer can execute a flat buyer agreement with the allottee of EWS flat but the same should be within the purview of EWS policy framed by the State Government from time to time.
 - v. No security deposit or refundable contingency deposit shall be demanded by the Developer from EWS flat owners.
 - w. If there is an increase in the prescribed minimum size of EWS flat, the extra amount can be recovered at the prescribed rate from the EWS flat owners.
- (p) That the Developer shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes, in case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the state Government Treasury by the Developer or it shall spend this money on further amenities/ facilities in his colony for the benefit of the residents therein. The Developer shall have option either to deposit the Infrastructure Augmentation Charges as applicable from time to time at any stage before grant of completion certificate and get exemption of this condition of the restriction of net profit beyond 15% or deposit the surplus amount as per above condition.
- (q) Further the Developer shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:
1. The overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
 2. A minimum of 15% in case of economically weaker section/ lower income group flats as provided in sub clauses (o) have been constructed at the prescribed subsidized price.
 3. The Developer while determining the sale price of the flats in the open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.
 4. After the layout plans and development works or part thereof in respect of the Group housing colony under TOD policy or part thereof have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Developer, release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the group housing colony under TOD policy is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing colony under TOD policy completed shall be released and provided further that the bank guarantee equivalent to one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony under TOD policy or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule 16 or earlier case the Developer is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the External Development charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Developer.
 5. That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The Developer shall submit the additional bank guarantee, if any, at the time of approval of service plan/ estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of the construction as on

01.01.1995 and with an increase in the cost of construction and an increase in the number of the facilities in the layout plan, the Developer will furnish additional bank guarantee within thirty days on demand.

2. Provided always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this agreement or violates any provisions of the Act or Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted by him.
3. Upon cancellation of the license under clause- 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 and all the subsequent amendments made in the Act and Rules. The Bank guarantee in that event shall stand forfeited in favour of the Director.
4. The Stamp duty and registration charges on this deed shall be borne by the Developer.
5. The expression the "Developer" hereinbefore used, shall include his heirs, legal representatives, successors and permitted assignees.
6. That the Developer shall give the requisite land for the treatment works (Oxidation ponds) and broad irrigation purposes at his own cost till the completion of external sewerage system by HSVP and make all arrangements for temporary disposal or give the requisite land. That the Developer shall make all arrangements for water supply, sewerage, drainages etc. to the satisfaction of DTCP till the services are made available from external Infrastructure to be laid by HSVP.
7. That the Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two-month period from the date of grant of licence to enable provision of site in licensed land for Transformers / Switching Stations / Electric Sub Stations as per the norms prescribed by the power utility in the Zoning plan of the project.
8. Any other condition which the Director may think necessary in public interest can be imposed.



IN WITNESS WHEREOF THE DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witnesses: -

Plandey
Panjat Landey
s/o Umesh Ch. Landey.
Gurgaon

1. For Max Estates Gurgaon Two Limited

(Signatory)

2. For Director, Town & Country Planning, Haryana
for & on behalf of the Governor of Haryana

(Signatory)

Director
Town & Country Planning
Haryana, Chandigarh

ANNEXURE

| S. No. | Rectangle No. | Killa No. | Land Extent | |
|--------------|---------------|-----------|----------------------|-----------|
| | | | Kanal | Marla |
| 1 | 123 | 20/1 | 2 | 12 |
| 2 | | 14 | 8 | 0 |
| 3 | | 15 | 8 | 0 |
| 4 | | 16 | 8 | 0 |
| 5 | | 18 | 8 | 0 |
| 6 | | 23 | 8 | 0 |
| 7 | | 24 | 8 | 0 |
| 8 | | 25 | 8 | 0 |
| 9 | | 11 | 8 | 0 |
| 10 | | 12 | 8 | 0 |
| 11 | | 13 | 8 | 0 |
| 12 | | 17 | 8 | 0 |
| 13 | 124 | 11 | 8 | 0 |
| 14 | | 12/1/1 | 2 | 15 |
| 15 | | 12/1/2 | 1 | 12 |
| 16 | | 12/1/3 | 0 | 6 |
| 17 | | 12/2 | 3 | 7 |
| 18 | | 13 | 8 | 0 |
| 19 | | 14 | 8 | 0 |
| 20 | | 15 Min | 3 | 19 |
| 21 | 125 | 14/2/2 | 1 | 14 |
| 22 | | 15/2 | 6 | 16 |
| 23 | 131 | 3 | 1 | 11 |
| 24 | | 4 | 3 | 13 |
| 25 | | 5 | 5 | 13 |
| Total | | | 145 | 18 |
| | | | 18.2375 acres | |




 Director
 Town & Country Planning
 Haryana, Chandigarh

