Bond

Indian-Non Judicial Stamp
Haryana Government

Date : 22/07/2024

Certificate No. G0V2024G4252

GRN No. 119254110

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name : Experion Developers Pvt ltd
H.No/Floor : F9 Sector/Ward : 10 Landmark : 1st floor manish plaza 1
City/Village : Dwarka District : New delhi State : Delhi
Phone : 73******72

Purpose : AGREEMENT **to be submitted at Concerned office**

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FORM LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A MIXED LAND USE COLONY

This Agreement is made on the ~~9th~~ 04th November, day of ~~August~~ of the year 2024.

BETWEEN

M/s Experion Developers Private Limited 'the Company' (CIN: U70109DL2006FTC151343), incorporated under Companies Act 1956 and validly sustaining under the provisions of Companies Act, 2013, having registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi 110075 (hereinafter called as the **"Owner/Developer")** which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, attorney, nominees and permitted assigns):represented herein by its Authorized Signatory Mr. Suneet Puri of the **FIRST PART.**

VETTED DDA (HQ)

And

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

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into a Mixed Land Use Colony

AND WHEREAS under Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Mixed Land Use Colony (95.589% Residential use & 4.411% for Commercial use) under TOD Policy (with 3.5 FAR)over the said land area measuring 7.81875 Acres in the revenue estate Village – Harsaru, Sector-88A Gurugram, Haryana.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Mixed Land Use Colony (95.589% Residential use & 4.411% for Commercial use) on the land mentioned in Annexure hereto and on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulations of Urban Area Rules, 1976 by the Owner/ Developer hereby covenants as follows.

2. a) That the coloniser shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(l)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.

   b) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the coloniser.

   c) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the coloniser against the said licence.

   d) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the coloniser. The coloniser 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 prescribed schedule.

3. That the Owner/ Developer undertakes to pay proportionate external development charges ("EDC") for the area earmarked for Mixed Land Use Colony scheme, as per rate schedule, terms & conditions hereto:

I. That the Owner/ Developer shall pay the proportionate EDC at tentative rate of Rs. 624.60 lacs per gross acre on the area measuring **7.473865** acres of total Residential Group Housing

VETTED DDA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

Component and Rs. 972.26 lacs per gross acre **for 0.344885** acres of the Commercial Component of the Mixed Land Use Colony (95.589% Residential use & 4.411% for Commercial use) under TOD policy (with 3.5 FAR). These charges shall be payable to Govt. of Haryana, Department of Town and Country Planning through the Director, Town and Country Planning, Haryana either in lump-sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10% each in the following manner.

II. First installment of 10% the amount of EDC shall be payable within a period of 30 days from the date of grant of license.

III. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 624.60 lacs per gross acre on the area measuring **7.473865** acres of total Residential Group Housing Component and Rs. 972.26 lacs per gross acre for **0.344885** acres of the Commercial Component of the Mixed Land Use Colony (95.589% Residential use & 4.411% for Commercial use) under TOD policy (with 3.5 FAR). However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

IV. The EDC rates have been calculated on the basis of indexation mechanism for calculation of EDC dated 11.02.2016 in the State of Haryana. The EDC rates are based on 2015-year level and are effective from 01.01.2016 for period up to 31.03.2019. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license and shall furnish the additional bank guarantee, if any, on the enhanced EDC rates.

V. That the Owner shall specify the detail of calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

VI. For Grant of completion certificate, the payment of EDC shall be pre-requisite along with valid license and bank guarantee.

VII. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

VIII. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

IX. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment of installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.

X. In case HSVP/HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/ Developer to pay the balance amount of EDC in lump sum even before the completion of the license period

VETTED HUDA (HQ)

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Director
Town & Country Planning
Haryana, Chandigarh

so specified and the Owner/Developer shall be bound to make the payment within the period so specified.

XI. Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.

XII. That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

XIII. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the Colony.

XIV. No EDC would be recovered from Economically Weaker section (EWS) Lower Income Group (LIG) categories of allottees.

XV. That the Owner/ Developer shall be responsible for the maintain and upkeep 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 which the Owner/ Developer shall transfer all such roads/service roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

XVI. That the owner shall construct at his own cost or get constructed by any other institution or individual at its cost, school, hospital community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another two years, for reasons to be recorded in writing, failing which, the land 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 on such terms and conditions as it may laid down.

XVII. No third party right shall be created on the community sites without obtaining the prior permission of the Director , Town and Country Planning, Haryana, Chandigarh.

XVIII. The Owner/Developer shall construct all the community Buildings within a period of 4 years, so specified by the Director from the date of grant of License.

XIX. That the Owner/Developer shall be individually as well as jointly responsible for the development of Mixed Land Use Colony.

XX. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.

VETTED DDA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

XXI. That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Mixed Land Use Colony Scheme, as per rate, schedule, terms and conditions given in the agreement.

XXII. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.

XXIII. That all the buildings to be constructed in the said Mixed Land Use Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

XXIV. That the owner shall furnish layout plan of Mixed Land Use Colony scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of the development works (both for internal & external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.

XXV. That in case of Mixed Land Use Colony adequate accommodation shall be provided for domestic servants and other service population of the economically weaker section and number of such dwelling unit shall not less than 15% of the number of the main dwelling units and the area of such a unit shall not be less than 200 sq. ft. which will cater to the minimum size of the room along with bath & water closet.

XXVI. That in case of the said Mixed Land Use Colony the Owner/Developer deposit 30% of the amount realized by him 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 Owner/Developer towards meeting the cost of internal development works in the colony.

XXVII. 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.

XXVIII. No third party rights shall be created without obtaining the prior permission of the Director, Town and Country Planning, Chandigarh. All the community buildings will be got constructed by the Owner / Developer within a period of 4 years from the date of grant of license.

XXIX. That the owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ 625/- per sq. meter for Residential Group Housing Component and Rs. 1000/- per sq. meter for Commercial component of the gross area of the Mixed Land Use Colony under TOD policy (with 3.5 FAR) in two equal installments. The first installments of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in the payment of installments.

VETTED DDA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

XXX. That Owner/Developer shall deposit the balance amount of conversion charges as demanded in LOI issued to it vide memo no. LC-5417/JE(AK)/2024/ 25027 dated 07/08/2024 either complete in compliance of the LOI or 50% amount of same in compliance of LOI and balance 50% after grant of license in equal two installments of 3 months each along with normal interest of 12% p.a. and penal interest of 3% over and above normal interest for the delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation

XXXI. That Owner/Developer shall deposit the balance amount of License Fee as demanded in LOI issued to it vide memo no. LC-5417/JE (AK)/2024/ 25027 dated 07/08/2024 either complete amount in compliance of the LOI or additional 25% of the amount of license fee within 60 days of LOI and balance 50% of amount of license fee after grant of license in equal two installments of 3 months each along with normal interest of 12% p.a. and penal interest of 3 % over and above normal interest for the delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation

XXXII. That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the Colony.

XXXIII. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.

XXXIV. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.

XXXV. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

XXXVI. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate 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 to the Owner/Developer.

XXXVII. Upon cancellation of the License as said above, the action shall be taken as provided in Haryana Development and Regulation of the Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended till date .The Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of Director.

VETTED DDA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

XXXVIII. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

XXXIX. That the owner/developer shall abide by the policy dated 08.07.2013 / or any other instructions / policy issued from time to time with regard to allotment of EWS plot and flats.

XL. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

XLI. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representative, successors and permitted assignees.

XLII. After the Site Plan and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/ Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the Mixed Land Use Colony is taken in parts, only part of the Bank Guarantee corresponding to the part of the Mixed Land Use Colony completed shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the Colony for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/ Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/ Developer.

VETTED DDA (HQ)

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

Experion Developers Pvt. Ltd.

Authorized Signatory

WITNESSES:

1. AJAY KUMAR S/o Mr. Prem Lal
R2-111/14 TKD Extn, ND-110019

Director General
Town & Country Planning, Haryana,
Chandigarh
On behalf of
The GOVERNOR OF HARYANA

2. SANJEET KR. THAKUR
S/o H.C THAKUR
1305/6 PATEL NAGAR
GURUGRAM-122001 HARYANA

Director
Town & Country Planning
Haryana, Chandigarh

Bond

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Deponent

Name : Experion Developers Pvt ltd
H.No/Floor : F9 Sector/Ward : 10 Landmark : 1st floor manish plaza 1
City/Village : Dwarka District : New delhi State : Delhi
Phone : 73******72

Purpose : AGREEMENT **to be submitted at Concerned office**

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FORM LC-IV-A

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A MIXED LAND USE COLONY

THIS **AGREEMENT** is made on this ~~9th~~ 04th November, day of ~~August~~ of the year 2024.

VETTED BY DTCP (HQ)

BETWEEN

M/s Experion Developers Private Limited 'the Company' (CIN: U70109DL2006FTC151343), incorporated under Companies Act 1956 and validly sustaining under the provisions of Companies Act, 2013, having registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi 110075 (hereinafter called as the **"Owner/Developer")** which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, attorney, nominees and permitted assigns):represented herein by its Authorized Signatory Mr. Suneet Puri of the **FIRST PART.**

And

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

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into a Mixed Land Use Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Mixed Land Use Colony **(95.589% Residential use & 4.411% for Commercial use)** under TOD Policy (with 3.5 FAR) over the said land area measuring 7.81875 Acres in the revenue estate Village – Harsaru, Sector-88A Gurugram, Haryana.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSES AS UNDER:-

1) In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Mixed Land Use Colony in TOD on the land mentioned in Annexure to form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/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 Owner/Developer, the Owner/Developer hereunder covenants as follows :-

a. That in case of Mixed Land Use Colony, an adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S.) and number of such dwelling units shall not be less than 15% of the number of main dwelling units and the area of such unit shall not be less than 200 sq. ft. which will cater to the minimum size of the room along with bath and water closet.

b. That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building by-laws and regulations in force in that area and shall conform to the Haryana Building Code-2017, National Building Code with regard to the inter-se 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 Owner/Developer.

d. That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land 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, on such terms and conditions as it may laid down.

Director
Town & Country Planning
Haryana, Chandigarh

e. No third party right shall be created by the owner / developer without obtaining prior permission from the Director, Town and Country Planning, Haryana, Chandigarh.

f. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Mixed Land Use scheme, as per rate, schedule, terms and conditions Annexed hereto.

g. That the rates, schedule, term and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.

h. That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders.

i. That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of the Haryana Apartment Ownership Act, 1983.

j. That the Owner/Developer shall abide by the provision of Haryana Apartment Ownership Act, 1983.

k. 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 Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

l. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under Rule 16, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free to cost to the Government or the local authority, as the case may be.

m. That the Owner/Developer shall deposit 30% of the amount realized by him from the flat holders/unit 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 Owner/Developer towards meeting the cost of internal development works of the colony.

n. That the Owner/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 said Mixed Land Use Colony and the Owner/Developer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.

o. That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

VETTED BOA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

p. That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs.1000/- per sqm for Commercial Component and Rs.625/- per sq. meter for Group Housing Component, in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of installment.

q. That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the Colony.

r. That Owner/Developer shall deposit the balance amount of conversion charges as demanded in LOI issued to it vide memo no. LC-5417/JE(AK)/2024/ 25027 dated 07/08/2024 either complete in compliance of the LOI or 50% of the amount of the same in compliance of LOI and balance 50% after grant of license in equal two installments of 3 months each along with normal interest of 12% p.a. and penal interest of 3 % over and above normal interest for the delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation.

s. That the Owner/Developer shall deposit the Infrastructure Augmentation Charges as demanded in LOI issued to it vide memo no. LC-5417/JE (AK)/2024/ 25027 dated 07/08/2024 either complete amount in compliance of the LOI or 25% amount of same in compliance of LOI and balance 75% after grant of license in equal three installments of 6 months each along with normal interest of 12% p.a. and penal interest of 3 % over and above normal interest for the delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation.

t. That Owner/Developer shall deposit the balance amount of License Fee as demanded in LOI issued to it vide memo no. LC-5417/JE (AK)/2024/ 25027 dated 07/08/2024 either complete amount in compliance of LOI or additional 25% of the amount of license fee within 60 days of LOI and balance 50% amount of license fee after grant of license in 2 equal instalments of 3 months period each along with normal interest of 12% p.a. and penal interest of 3 % over and above normal interest for the delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation

VETTED GMDA (HQ)

u. That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 sq. ft. These flats shall be allotted at the maximum price of allotment of EWS flats shall be of Rs.1,50,000/- per flat i.e. Rs.750/- per sq. ft. in the following manner:-

i) That for the allotment of the flats the Owner/Developer shall invite applications for allotment through open press from eligible member of the economically weaker section categories, as defined by the State Government/Housing Board, Haryana. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.

ii) That if the number of the applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner/Developer after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developer.

iii) (a) That the Owner/Developer while calling the applications for the allotment of the economically weaker section (EWS)/ Lower Income Group (LIG) categories of flats in the colony shall charge not more than 10% of the total tentative cost of such flats as registration / earnest money.

(b) That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board, Haryana, HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS Category) have transferred the same to some other person.

iv) That any person registered under BPL family which includes his/her dependents/or children who do not own any flat/plot in any HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application.

v) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and then in the State.

vi) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.

vii) That the Owner/Developer will make the scheme transparent, advertisement will be given in one of the leading English National daily newspaper 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, number and size of flats/plots, payment schedule etc. The advertisement should also highlight the other essential requirements, terms and conditions as the envisaged on the policy of the Government.

(a) That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

(b) If some applications are incomplete in terms of minor deficiencies like signatures/ BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner/Developer concerned.

VETTED HUDA (HQ)

Experion Developers Pvt. Ltd.

Director
Town & Country Planning
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ix) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above.

(a) That the colonizer/owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful allottees along with waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause (vii) of this agreement.

(b) That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situations the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

(c) That for unsuccessful candidates, refund of registration / earnest money shall be made within two months from the date of draw, but the same shall be without interest / compensation. The earnest money of the persons / applicants in the waiting list may be retained by the colonizers / owners till the process of allotment of successful allottees / applicants is completed as mentioned in clause iii(d) of this agreement. Thereafter, in case, any person / applicant in waiting list requests for refund of the earnest money even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.

(d) That in case a person / applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person / applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled.

(e) That for providing duplicity, the colonizer/owner shall fix a rubber stamp of his Company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out only of successful allottees.

(f) That the colonizer/owner shall refund the earnest money to unsuccessful candidates along with normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application along with earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

(g)That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favor 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

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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 also be liable for cancellation.

x) That the Owner/Developer will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing component.

xi) That Owner/Developer will ensure at the time of grant of the occupation certificate in case of Mixed Land Use Colony and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xii) That the allotment of these plots / flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xiii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/ Association.

xiv) The Colonizer can execute a plot / flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS Policy framed by the State Govt.

xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holder.

xvi) If there is an increase in the prescribed minimum size of EWS plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

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xvii) That the Owner/Developer shall drive maximum net profit @ 15% of the total project cost of the development of a colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein. The Owner/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 the exemption of this condition of the restriction of net profit beyond 15% or deposit the surplus amount as per above condition.

Further the Owner/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:

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a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.

c) The Owner/Developer while determining the sale price of the flats in 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.

d) After the layout plans and development works or part thereof in respect of the said Mixed Land Use Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Mixed Land Use Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Mixed Land Use Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Mixed Land Use Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the Bank Guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.

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2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the license granted to the Owner/Developer.

3) Upon cancellation of the license under clause 2 above shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban areas Rules, 1976 and all the subsequent amendments made in the Act and Rules up to date. The Bank Guarantee in that event shall stand forfeited in favor of the Director.

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4) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.

5) The Stamp Duty and registration charges on this deed shall be borne by the Owner/Developer.

6) The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.

7) That any other condition which the Director may think necessary in public interest can be imposed.

8) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.

9) The Owner/Developer shall pay labour cess charges as per policy instructions issued by Haryana Government vide memo no. Misc/2057/5/25/2008/2TCP dated 25.02.2010.

10) That the colonizer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(l)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.

11) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the coloniser.

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12) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the colonizer against the said license.

13) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the colonizer. The colonizer 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 prescribed schedule."

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

Authorized Signatory

WITNESSES:

1. AJAY KUMAR S/o Mr Prem Lal
R2-111/14 THD Extn ND-110019

Director General
Town & Country Planning, Haryana,
Chandigarh
On behalf of
The GOVERNOR OF HARYANA

2. SANJEET KR. THAKUR
S/O. H.C. THAKUR
1306/5 PATEL NAGAR
GURUGRAM-122001 HARYANA

Director
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