

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 & the Rules made thereunder to M/s Active Promoters Pvt. Ltd., M/s Legend Buildcon Pvt. Ltd., M/s Serial Buildtech Pvt. Ltd., M/s Brijbasi Project Pvt. Ltd., M/s Casing Properties Pvt. Ltd., M/s Logical Developers Pvt. Ltd., M/s Garland Estates Pvt. Ltd., M/s Hammock Buildwell Pvt. Ltd., M/s True Value Buildcon Pvt. Ltd., M/s Accordian Buildwell Pvt. Ltd., M/s Utkarsh Buildcon Pvt. Ltd., C/o Emaar MGF land Ltd ,ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001, for setting up of a Residential Plotted Colony at village Badshahpur, Mайдawas, Nangli Umarpur, District Gurgaon.
2. The particulars of land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
3. The licence is granted subject to the following conditions :-
 - a) That the Residential Plotted Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
 - b) That the conditions of the agreement already executed are duly fulfilled and the provisions of Haryana Development & Regulation of Urban Areas Act, 1975 & the Rules made thereunder are duly complied with.
 - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for approval of the zoning plan.
4. That the Licensee shall construct the portion of 24 meter wide service/internal road forming part of license area at his own cost and transfer the same free of cost to the Govt.
5. That the portion of Sector / Master Plan road which shall form part of the licenced area, shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development & Regulation of Urban Areas Act, 1975.
6. That the licensee will not give any advertisement for sale of shop/ plot area before the approval of Layout Plan/ Building Plan
7. That you will have no objection to the regularization of the boundaries of the licenced land through give equal and take equal with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.
8. That you shall obtain approval / NOC from the competent authority to fulfill the requirements of notification dated 14.09.2006 issued by the Ministry of Environment & Forest, Govt. Of India before starting the development works in the colony.
9. That the developer will use only CFL fitting for internal lighting as well as for campus lighting.
10. That the licensee shall not alienate the suit property to any third party and if at any stage it comes to the notice, that this condition has been violated against the direction of the court, then action will be taken for cancellation of licence for breaking the terms and conditions.
11. This licence is valid upto 20/5/2013.

Dated Chandigarh
the 21/5/2009

Endst.No.5DP(III)-2009/ 4168

1. A copy alongwith a copy of schedule of land is forwarded to the following for information and necessary action :-
M/s Active Promoters Pvt. Ltd., M/s Legend Buildcon Pvt. Ltd., M/s Serial Buildtech Pvt. Ltd., M/s Brijbasi Project Pvt. Ltd., M/s Cashing Properties Pvt. Ltd., M/s Logical Developers Pvt. Ltd., M/s Garland Estates Pvt. Ltd., M/s Hammock Buildwell Pvt. Ltd., M/s True Value Buildcon Pvt. Ltd., M/s Accordian Buildwell Pvt. Ltd., M/s Utkarsh Buildcon Pvt. Ltd., C/o Emaar MGF land Ltd ,ECE House, 28, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001, alongwith a copy of agreement LC-IV and Bilateral agreement.

2. Chief Administrator, HUDA, Panchkula;
3. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sec-6, Panchkula.
4. Addl. Director, Urban Estate, Haryana, Panchkula;
5. Administrator, HUDA, Gurgaon.
6. Chief Engineer, HUDA, Panchkula;
7. Superintending Engineer, HUDA, Gurgaon alongwith copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Gurgaon, he will ensure that the colonizer has obtained approval/NOC as per condition No. 6 above before starting the Development Works.
10. Senior Town Planner (Enforcement), Haryana, Chandigarh;
11. District Town Planner, Gurgaon; alongwith copy of agreement; and
12. Accounts Officer, O/O DTCP, Haryana, Chandigarh alongwith copy of agreement.

DA/As above

District Town Planner(Hq)
For Director, Town & Country Planning
Haryana, Chandigarh.

(S.S. Dhillon)
DIRECTOR, Town & Country Planning
Haryana, Chandigarh.

Dated : 21-5-09

- 1 Detail of land owned by M/s Logical Developers Pvt. Ltd 1/20 Share, M/s Utkarsh Buildcon Pvt. Ltd. 19/20 Share, in village Nangli, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Nangli umarpur	11	16/1.	K---M
		17/1.	6---13
		4/2.	1---13
		7/1.	6---16
		7/2.	2---0
			5---4

Total = 22---6 or 2.787 Acres

- 2 Detail of land owned by M/s Accordion Buildwell Pvt. Ltd 1/4 Share, M/s Cashing Properties Pvt. Ltd. 1/4 Share, M/s Seriel Buildtech Pvt. Ltd 1/4 Share, M/s Hammock Buildwell Pvt. Ltd 1/4 Share in village Nangli, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Nangli umarpur	12	18/1.	K---M
		19	4---18
		20	8---0
		22	8---0
		23/2.	8---0
		8/1.	7---16
		8/2.	0---7
		13	7---13
		14/1.	6---11

Total = 57---3 or 7.143 Acres

- 3 Detail of land owned by M/s Active Promoters Pvt. Ltd in village Badshahpur, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Badshahpur	15	16	K---M
		17/1.	8---0
		17/2.	4---12
		24	3---8
		25	8---0
		7	8---0
		8	8---0
		21	8---0
		25/2.	7---12
		21/2.	1---16
		1/1.	4---16
		1/2.	3---4
		9/2.	4---0
		10	7---11
		12	0---9
		13	1---16
		14	2---13
		4	8---0
		5	8---0
		6	6---18
7	6---4		
8	5---16		

Total = 124---15 or 15.5931 Acres

Cont. Page 2

[Signature]
D.T.C.P. Hr.

[Signature]

From Prepage

2

- 4 Detail of land owned by M/s Cashing Properties Pvt. Ltd. 1/2 Share, M/s Hammock Buildwell Pvt. Ltd 1/2 Share in village Nangli, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area K--M
Nangli umarpur	12	17/3. 23/1. 24 4/1.	1--4 0--4 7--4 0--8
	21		

Total = 9--0 or 1.125 Acres

- 5 Detail of land owned by M/s. Active Promoters Pvt. Ltd. in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area K--M
Maidawas	2	16	3--2
	3	25	8--0
		16	1--7
		17	2--0
		18	2--11
		20	3--2
		21	8--0
		22/2	1--7
		22/3	1--11
		23	8--0
		24/1	7--0
		24/2	1--0
		25	8--0
	4	21	8--0
	5	21	6--18
	10	1	8--0
		10	8--0
		12	8--0
		13	8--0
		1	8--0
		2/1.	0--8
		2/3.	6--12
		2/2/1.	0--8
		2/2/2.	0--12
		3/1.	7--4
		3/2.	0--16
		4	8--0
		5	8--0
		6	8--0
	12	5	8--0

Total = 157--18 or 19.7375 Acres

- 6 Detail of land owned by M/s Active Promoters Pvt. Ltd 1/8 Share, M/s Brijbasi Projects Pvt. Ltd 1/4 Share, M/s True Value Buildcon Pvt. Ltd 5/8 Share in village Badshahpur, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area K--M
Badshahpur	16	6/2/3. 15/1. 16/1. 17/1. 18/1. 19/1.	0--1 0--8 0--8 0--9 0--9 0--8
		25/1.	0--8

Total = 2--11 or 0.318 Acre

Cont. Page 3

D.T.C.P. Hr.

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From Prepage 3

7 Detail of land owned by M/s Brijbasi Projects Pvt. Ltd in village Badshahpur, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area	
Badshahpur	16	6/2/1.	K--M 5--16	
		17/3.	2--5	
		18/2.	7--11	
		22	7--12	
		23	8--0	
		24	8--0	
		10/1.	3--7	
		9/1/2.	2--19	
		17		
		19		

Total = 45--10 or 5.6875Acres

8 Detail of land owned by M/s Brijwasi Projects Pvt. Ltd in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	21	1	K--M 4--11
		2/1.	5--6
		8/2.	7--18
		9/1.	4--3
		9/3.	1--7
		10/2.	3--16


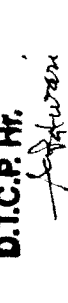
Total = 27--1 or 3.38125 Acres

9 Detail of land owned by M/s True Value Buildcon Pvt. Ltd in village Badshahpur, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Badshahpur	16	6/2/2.	K--M 1--15
		9/1.	1--12
		9/2.	6--0
		12	7--12
		13/2.	7--16
		14	8--0
		15/2.	7--12
		16/2.	7--12
		17/2.	5--6
		19/2.	7--4
		10/2.	0--13
		11	4--4
		20	4--14
		21/1.	2--8
		1	3--18
		2	7--12
3	8--0		
4	8--0		
5	8--0		
9/1/1.	0--17		

Total = 108 --15 or 13.59375 Acres

Cont. Page 4


D.T.C.P. Hr.


From Prepage

4

10 Detail of land owned by M/s True Value Buildcon Pvt. Ltd in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	9	1	K---M 8--0
		18	5--16
		19	8--0
		22	7--6

Total = 29--2 or 3.638 Acres

11 Detail of land owned by M/s. Active Promoters Pvt. Ltd. 1/4 Share, M/s Seriel Buildtech Pvt. Ltd. 3/8 Share, M/s Hammock Buildwell Pvt. Ltd 3/8 Share, in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	4	16	K---M 0--9
		17	0--7
		22	6--18
		23	7--0
		24	7--17
	10	2	8--0
		3	8--0
		4	8--0
		9	8--0

Total = 54--11 or 6.81875 Acres

12 Detail of land owned by M/s Seriel Build Tech Pvt. Ltd. 1/2 Share, M/s Hammock Buildwell Pvt. Ltd 1/2 Share in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	9	11	K---M 8--0

Total = 8--0 or 1.00 Acre

13 Detail of land owned by M/s. Seriel Buildtech Pvt. Ltd. 19/32 Share, M/s Hammock Buildwell Pvt. Ltd 3/8 Share, M/s Garland Estates Pvt. Ltd 1/32 Share, in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	10	19	K---M 8--0
		22	8--0

Total = 16--0 or 2.00 Acres

14 Detail of land owned by M/s. Seriel Buildtech Pvt. Ltd. 1/3 Share, M/s Hammock Buildwell Pvt. Ltd 1/3 Share, M/s Legend Buildcon Pvt. Ltd 1/3 Share, in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	9	14	K---M 6--1


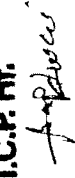
Total = 6--1 or 0.756 Acre

15 Detail of land owned by M/s Hammock Buildwell Pvt. Ltd in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area
Maidawas	9	9	K---M 8--0

Total = 8--0 or 1.00 Acre

Cont. Page 5


D.T.C.P. Hr.


From Prepage 5

16 Detail of land owned by M/s True Value Buildcon Pvt. Ltd 1/2 Share, M/s Legend Buildcon Pvt. Ltd 1/2 Share in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area K---M
Maidawas	4	25	7---18
	10	5	8---0
		6	8---0
		7	8---0
		8	8---0
		14	8---0


Total = 47---18 or 5.9875 Acres

17 Detail of land owned by M/s Legend Buildcon Pvt. Ltd in village Maidawas, Tehsil & District Gurgaon.

Village	Rectangle No.	Killa No.	Total Area K---M
Maidawas	9	4	1---15
		7	7---13
		12	8---0
		13	8---0
		20	8---0
		21	8---0
	10	15	8---0
		16	8---0
		17	8---0
		18	8---0
		23	8---0
		24	8---0
		25	8---0

Total = 97---8 or 12.175 Acres

Grand Total= 102.7412 Acres


Director
Town & Country Planning,
Haryana, Chandigarh
Santhya Prasad



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रुपये
रु.10

TEN
RUPEES
RS.10

FORM LC - IV
AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A PLOTTED COLONY 27AA 479678

THIS AGREEMENT is made on this 24th day of May, 2007 between M/s. Active Promoters Pvt. Ltd., M/s. Legend Buildcon Pvt. Ltd., M/s. Seriel Buildtech Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., M/s. Casing Properties Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Garland Estates Pvt. Ltd., M/s. Hammock Buildwell Pvt. Ltd., M/s. True Value Buildcon Pvt. Ltd., M/s. Accordion Buildwell Pvt. Ltd. & M/s. Utkarsh Buildcon Pvt. Ltd., having their Office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001 (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

NOTED
D.A.(H.O.)

WHEREAS the owners are in possession of the land mentioned in Annexure hereto for the purpose of converting into Plotted colony.

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 owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a plotted colony on land measuring 102.7412 acres falling in the revenue estate of village Badshahpur, Nangli Umarpur & Maidawas, in Sector - 65, Tehsil & District Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, the owner hereby covenants as follows:

[Signature]
D.T. & P. Hr.

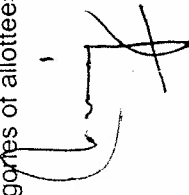
[Signature]

- a) That the owner shall deposit thirty percent of amount realized by him from plot 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 owner towards meeting the cost of internal development works in the colony.
- b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto:
- i) That the owner shall pay the proportionate external development charges at the tentative rate of Rs.51.63 lacs per gross acre for plotted area measuring 98.6312 acres and @ Rs.240.94 lacs per acre for 4% commercial component measuring 4.11 falling in plotted development. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in Ten equal six monthly installments of 10.0% each i.e. -
- (a) First installment shall be payable within a period of 30 days from the date of grant of licence.
- (b) Balance 90.0% in Nine equal six monthly installments alongwith interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.51.63 lacs per gross acre for plotted colony and Rs.240.94 lacs for 4% commercial component.
- ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalized soon and there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC.
- iii) In case the colonizer 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.
- iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.
- v) In case the HUDA executing external development works complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.
- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- vii) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.


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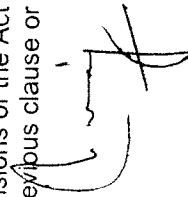

D.A. (1101)



- c) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- d) That the Owner shall be responsible for the maintenance and upkeep 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 of the Rules unless earlier relieved of this responsibility, when the Owners 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.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community centres and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Govt. free of cost, the land set apart for schools, hospitals, community centres and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.
- No third party/subsequent rights will be created without obtaining the prior permission of the Director, Town and Country Planning.
- All the community buildings will be got constructed by the Colonizer within time period so specified by the Director.
- f) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- g) That the Owner shall complete the Internal Development Works within the four years of the grant of the licence.
- h) That the Owner shall deposit infrastructure development charges @ Rs. 500/- per sq mtrs for plotted area and @ Rs. 1000/- per sqm. for the 4% commercial component, in two equal installments. The 1st installment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of infrastructure development charges shall carry an interest @12% (simple) p.a. for the delay in the payment of installments.
- i) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- j) That the Owner shall permit the Director or any other officers authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- k) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the rules shall be binding on the owner.
- l) That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make arrangement 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.

2. Provided always and it is hereby agreed that should the owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.


D.T.Q.P. Hr.



RECEIVED
17/11/2011
D.T.Q.P. Hr.

3. Upon cancellation of the licence under clause-2, above action 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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. That stamp duty and registration charges on this deed shall be borne by the Owner.

5. The expression 'the Owner' hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

6. After the layout plans and development works or part thereof in respect of the colony 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 Owner, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the colony is taken in parts, only the part of the 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 unreleased 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 the completion certificate under Rule 16 or earlier in case the owner 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 Owner.

IN WITNESS WHEREOF the Owner and the Director have signed this deed on the date and the year first above written.

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

WITNESSES:

1. Signature [Signature]
Name Kamlesh Kumar Sehgal
Date _____
Address 22, Seelajai, Newson,
Kirti Road, Delhi-110051

2. Signature [Signature]
Name C. P. Sharma
Date _____
Address 13/4 E-1
Sector-16, Rohini,
Delhi-110085

Signature [Signature]
Name M/s. Active Promoters Pvt. Ltd.
M/s. Legend Buildcon Pvt. Ltd.
M/s. Seriel Buildtech Pvt. Ltd.
M/s. Brijbasi Projects Pvt. Ltd.
M/s. Casing Properties Pvt. Ltd.
M/s. Logical Developers Pvt. Ltd.
M/s. Garland Estates Pvt. Ltd.
M/s. Hammock Buildwell Pvt. Ltd.
M/s. True Value Buildcon Pvt. Ltd.
M/s. Accordion Buildwell Pvt. Ltd.
M/s. Utkarsh Buildcon Pvt. Ltd.

Date _____
Address of the owner
ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1. Signature [Signature]
Name SATISH KUMAR
Date _____
Address 40 P.V.C.P
Mayapuri, Chandigarh

2. Signature _____
Name _____
Date _____
Address _____

[Signature]

-Director
Town & Country Planning,
Haryana, Chandigarh

DIRECTOR
TOWN & COUNTRY PLANNING Haryana
HARYANA, CHANDIGARH
For and on behalf of the Governor of Haryana



NEW DELHI

FORM LC-IV-B
BILATERAL AGREEMENT BY OWNER OF LAND
INTENDING TO SET UP A PLOTTED COLONY

27AA 479679

THIS AGREEMENT is made on the 24th day of May, 2007 between M/s. Active Promoters Pvt. Ltd., M/s. Legend Buildcon Pvt. Ltd., M/s. Serial Buildtech Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., M/s. Casing Properties Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Garland Estates Pvt. Ltd., M/s. Hammock Buildwell Pvt. Ltd., M/s. True Value Buildcon Pvt. Ltd., M/s. Accordion Buildwell Pvt. Ltd., & M/s. Utkarsh Buildcon Pvt. Ltd., having their Office ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001 (hereinafter called the "Owner") of the one part, and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of the licence, the Owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a residential plotted colony on the land measuring 102.7412 acres falling in the revenue estate of village Badshahpur, Nangli Umarpur & Maidawas, in Sector - 65, Tehsil & District Gurgaon.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

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

D.T.C.P.H.

- a) That the Owner shall reserve 20% of the total number of the residential plots developed for proposed to be developed for allotment to Economical weaker section / lower income group (EWS/LIG) Categories (normally of the sizes of 50 sq. mtrs., 75 sq. mtrs., 100 sq. mtrs. and 125 sq.mtrs. or otherwise approved) specifically in the layout plan approved by the Director. Only those persons will be eligible to apply whose total family income inclusive of the income of the husband, wife and dependent children does not exceed the prescribed limit laid down by the Director. These plots shall be allotted in the following manner at the subsidized price, so fixed by the Director.
- b) That for the allotment of Economical weaker section / lower income group (EWS/LIG) plots, the Owner shall invite applications for allotment through press from eligible members of Economical weaker section / lower income group (EWS/LIG) Categories as defined by the Director. He shall also announce the tentative number of Plots with sizes available for such sale.
- c) That if the number of applications exceeds the number of plots, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with regard to the payment of earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- d) That the Owner while calling the applications for allotment of Economical weaker section / lower income group (EWS/LIG) Categories of plots/flats in the Residential colonies/Group Housing colonies shall charge not more than 10% of the total tentative cost of such plots/flats as registration/earnest money.

2.

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That the Owner shall further reserve 25% of the residential plots of "NO PROFIT NO LOSS" category (normally of sizes of 125 sq. mtrs, 150 sq. mtrs, 200 sq. mtrs, 225 sq. mtrs or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director & in the following manner:-

- i) That the Owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
- ii) That the Owner shall allot remaining 25% of "NO PROFIT NO LOSS" plots to :-
- a) Non-resident Indians against Foreign Exchange.
- b) The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
- c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as a colony by the Owner.
- d) Such persons whom the Owner may like at his discretion, provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clauses (i) and (ii).

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PROVIDED that in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with usual terms and conditions within the stipulated time, prescribed by the Owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meters, would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under sub-clauses (1) and (2).
4. That the Owner while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.
5. That the Owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. That the Owner 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 Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
8. The Owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-
 - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
 - b) A minimum of 20% in case of Economical weaker section / lower income group (EWS/LIG) and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of Clause-1 and sub-clause (ii) of Clause-2 above respectively have been allotted at the subsidized price of economically weaker section / lower income group and "No Profit No Loss" basis prescribed above.
9. That the owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot-holders at the rate of Rs. 1,30,522/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings. All the community buildings shall be got constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety days statutory period given for approval of building plans.
10. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date of issue of completion certificate under Rule 16 unless earlier relieved of this responsibility, at which the owner 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.
11. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate accounts to be maintained in the Schedules bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.

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12. That the owner 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 colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
13. That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
14. 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 owner 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 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 will furnish an additional bank guarantee with in thirty days on demand.
15. That the Owner 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 your land for Transformers / Switching Station / Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
16. That any other condition which the Director may think necessary in public interest can be imposed.

CHECKED
 17/06/97
 D.A. 11/11/97

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

WITNESSES:

1. Signature [Signature]
 Name Kamal Kishor Singh
 Date _____
 Address 28, Kasturba Gandhi Marg, New Delhi-110001

2. Signature [Signature]
 Name J.P. Sharma
 Date _____
 Address 15/11-11, Sector-16, Rohini, Delhi-110085

1. Signature [Signature]
 Name SATISH ADVA
 Date 11/06/97
 Address Ap. P.T.C.P. Haryana, Chandigarh

2. Signature _____
 Name _____
 Date _____
 Address _____

Signature [Signature]
 Name M/s. Active Promoters Pvt. Ltd.
M/s. Legend Buildcon Pvt. Ltd.
M/s. Seriel Buildtech Pvt. Ltd.
M/s. Brijbasi Projects Pvt. Ltd.
M/s. Casing Properties Pvt. Ltd.
M/s. Logical Developers Pvt. Ltd.
M/s. Garland Estates Pvt. Ltd.
M/s. Hammock Buildwell Pvt. Ltd.
M/s. True Value Buildcon Pvt. Ltd.
M/s. Accordion Buildwell Pvt. Ltd.
M/s. Utkarsh Buildcon Pvt. Ltd.

Date _____
 Address of the owner
ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001

[Signature]
Director
Town & Country Planning,
Haryana, Chandigarh
 DIRECTOR
 TOWN & COUNTRY PLANNING
 HARYANA, CHANDIGARH
 For and on behalf of the Governor of Haryana