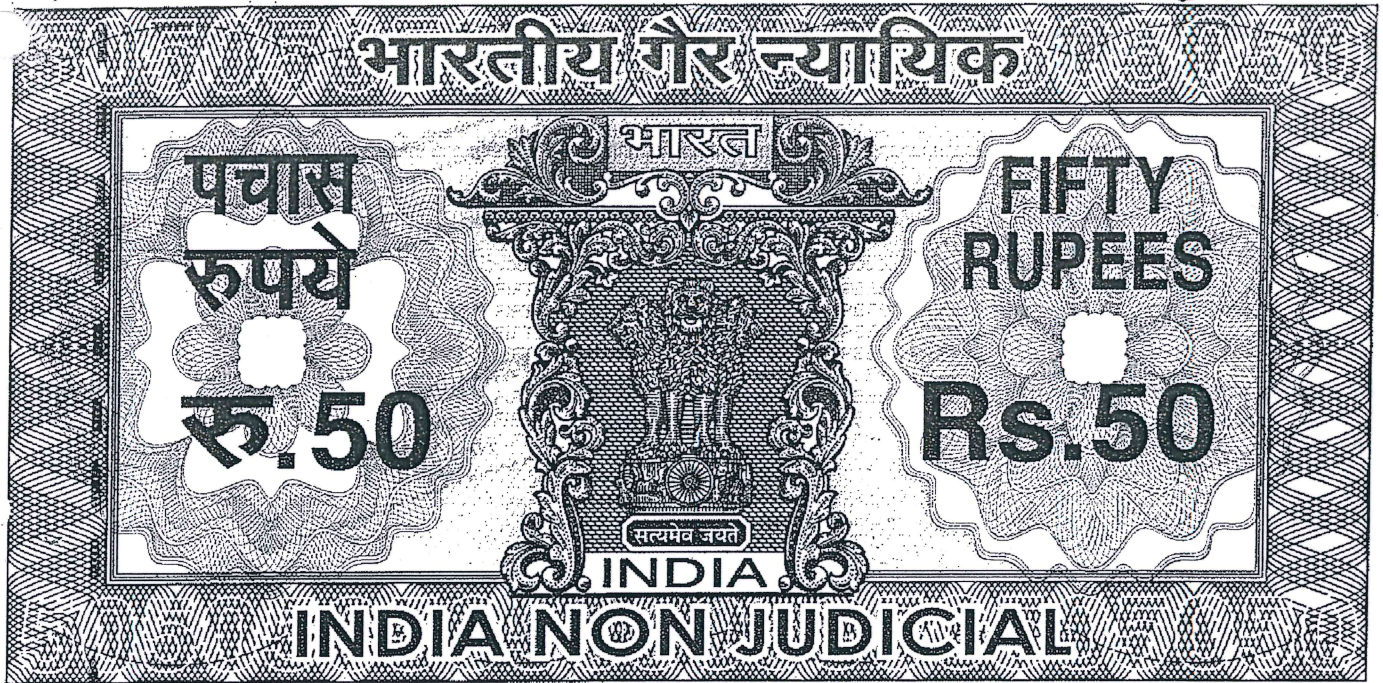


238



दिल्ली DELHI

P 430523

**LC-IV**  
**AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COMMERCIAL COLONY**

THIS AGREEMENT is made on this 26th October 2009 (Two Thousand Nine)

**BETWEEN**

M/s Paradise System Pvt. Ltd. Through its collaborator M/s Sunshine Telecom Services Pvt. Ltd, 51 Furniture Block, Kirti Nagar, New Delhi-110015 through its Director/Authorised Signatory Mr. Subhash Chauhan, s/o late Sh. Bulaki Ram 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 the Owner is in possession of land mentioned in Annexure hereto for the Purpose of converting it into commercial 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a commercial colony at Nakhnala in Sector-M1-D, Gurgaon, Manesar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

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

For Sunshine Telecom Services P. Ltd.

Director/Auth. Sign.

D.T.C.P.  
M.C.C.  
V. S. R.





(a) That the Owner undertakes to pay proportionate Development charges as per rate, schedule, terms and conditions hereunder:-

i) That the Owner shall pay the proportionate external development charges at tentative rate of Rs. 249.89 lacs per acre for commercial colony. 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~~ installments of 10.0% each in the following manner.

(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 equated ~~six~~ installments along with interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 249.89 lacs per acre.

ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalized soon 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 rates.

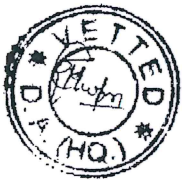
iii) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid licence and Bank Guarantee.

iv) The unpaid amount of EDC would carry an interest at a 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 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.

v) In case HUDA executes external development works before final payment of EDC, the Director shall be empowered to call upon the licensee/Owner to pay the balance amount of EDC in Lumpsum even before the completion of the licence period and the Owner shall be bound to make the payment within period so specified.

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

(c) 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, then Director shall recover that cost from the Owner and deposit the same with



DI.C.P.  
M. CHD.

For Sunshine Telecom Services P. Ltd.

Director/Auth. Sign.

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.

- (d) That the rates, schedule 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 condition so determined by the Director.
- (e) That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility.
- (f) That the Owner shall be individually as well as jointly being responsible for the development of the commercial colony.
- (g) That the Owner shall complete the internal development works within one year of the grant of licence.
- (h) That the Owner shall deposit Infrastructure Development charges @ Rs. 1000/- per square meter of the ~~total~~ area of the colony in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the Owner within sixty days from the date of grant of licence and the second installment shall be deposited within six months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% per annum (simple) for the delay in the payment of installments.
- (i) That the Owner shall carry out, at his own expense and cost, 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 officer authorized by him in his behalf to inspect the execution of the development works in the colony and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of 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 these Rules shall be binding on the Owner.

2. That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HUDA and same is made functional.



D.T. CP  
Hr. CPD

WSE

For Sunshine Telecom Services P. Ltd.

Director/Auth. Sign.



3. 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 Rules, then and in case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the Owner.
4. Upon cancellation of the licence under clause-3 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 Rules, 1976 as amended up to date; the bank Guarantee in that event shall stand forfeited in favor of the Director.
5. The Stamp Duty and registration charges on this deed shall be borne by the Owner.
6. The expression 'the Owner' hereinbefore used <sup>shall include</sup> his heirs, legal representatives, and successors and permitted assignees.
7. After the layout plans and development in respect of the 'Commercial Colony' have been completed by the Owner in accordance with the approved plans and specifications 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 Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of five years from the date of 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.

WITNESSES:

1. Signature [Signature]  
 Name Lalit Kumaria  
 Date \_\_\_\_\_  
 Address 1269 Progressive Chakur,  
Sector 50-B, Chandigarh.

Signature  
 M/s Paradise System Pvt. Ltd.  
 through Sunshine Telecom Services Pvt. Ltd.  
 For Sunshine Telecom Services P. Ltd.  
[Signature]  
 Director/Auth. Sign.

2. Signature [Signature]  
 Name Vijay Kumar SR  
 Date 70.5.76 (H.R.)  
 Address Chandigarh

[Signature]  
**Director**  
 Town and Country Planning,  
 Haryana, Chandigarh  
[Signature]  
 SR