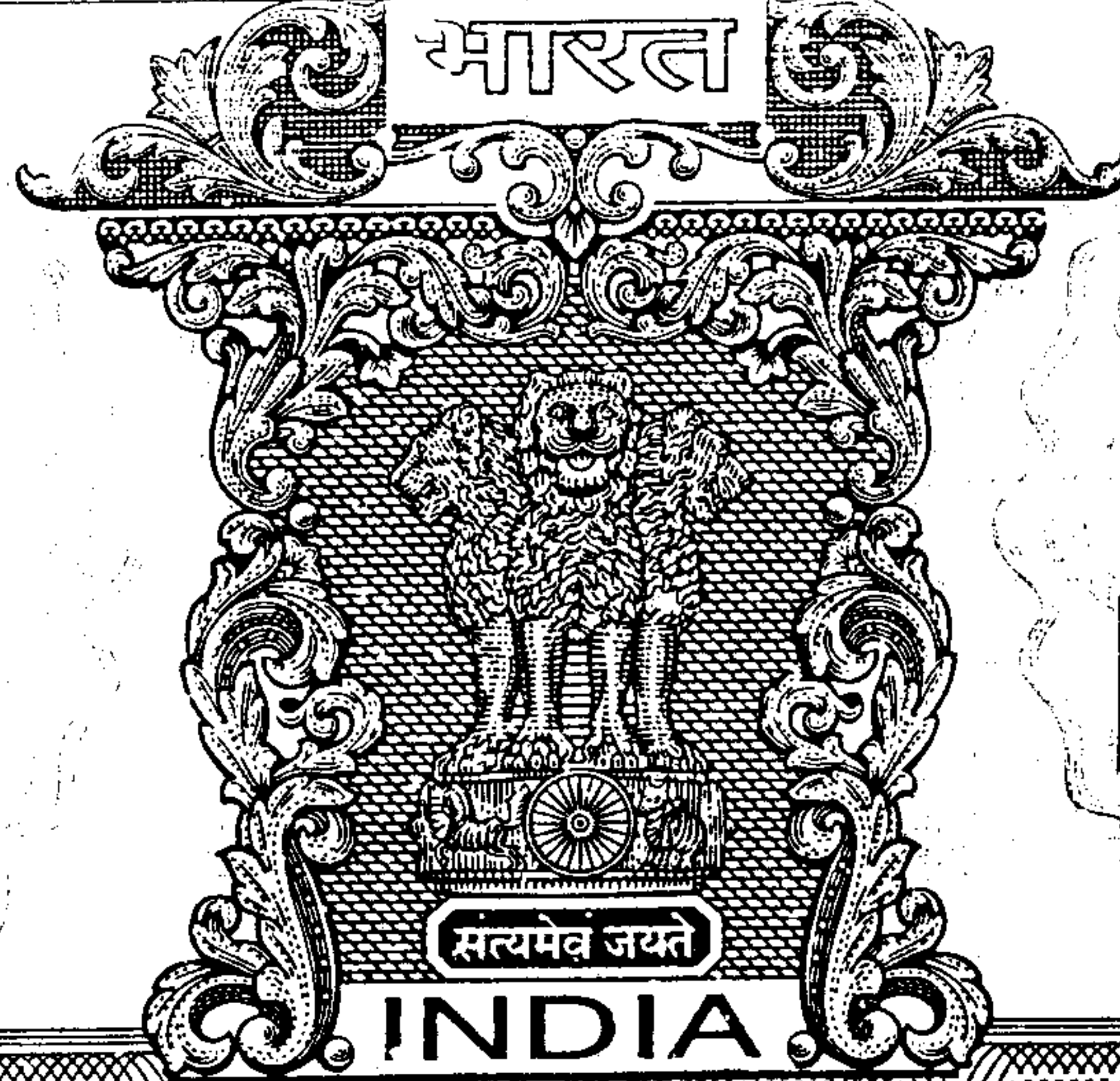


भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

248164

FORM LC-IV

(See Rule-11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP
A RESIDENTIAL PLOTTED COLONY

This agreement made on the 16th day of July, 2013 (two thousand thirteen)
Between

Oris Land and Housing Pvt. Ltd.
Fortune Land and Housing Pvt. Ltd.
Vedex Land and Housing Pvt. Ltd.
Bright Buildtech Pvt. Ltd.
Incense Properties Pvt. Ltd.
Neptune Land and Housing Pvt. Ltd.
Radha Estate Pvt. Ltd.
Oscar Land and Housing Pvt. Ltd.
Grazy Land and Housing Pvt. Ltd.
Elegant Land and Housing Pvt. Ltd.
Salmon Land and Housing Pvt. Ltd.
Acme Buildwell Pvt. Ltd.
Melin Land and Housing Pvt. Ltd.
Orris Infrastructure Pvt. Ltd.
Sh. Raghbir S/o Sh. Madu

D.G.T.C.P. (16)

Sh. Jitender, Sh. Yogvinder S/o Sh. Lakhmichand
Sh. Harmender, Sh. Joginder, Sh. Narender S/o Sh. Hukumchand
Sh. Amit S/o Sh. Vijay Gupta
Smt. Ramrati Wd/o Sh. Puran
Sh. Gangaram, Sh. Rajbir S/o Puran
Sh. Hansraj, Sh. Kailash S/o Sh. Gokal
Sh. Kure Singh, Sh. Krishan S/o Sh. Jagmal (hereinafter called the "Owner")
C/o M/s Orris Infrastructure Pvt. Ltd. Collaborator Company on behalf of the Land Owners (List Enclosed) a company registered under the Companies Act, 1956 and having its corporate office J-10/5, DLF Phase-II, MG Road, Gurgaon, (hereinafter called the "Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Manjit Singh S/o Sh. Amrik Singh R/o X-181, DLF Regency Park-2, DLF City Phase IV, Gurgaon

..... of the one part.

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the 'Director')

.....of the other part.

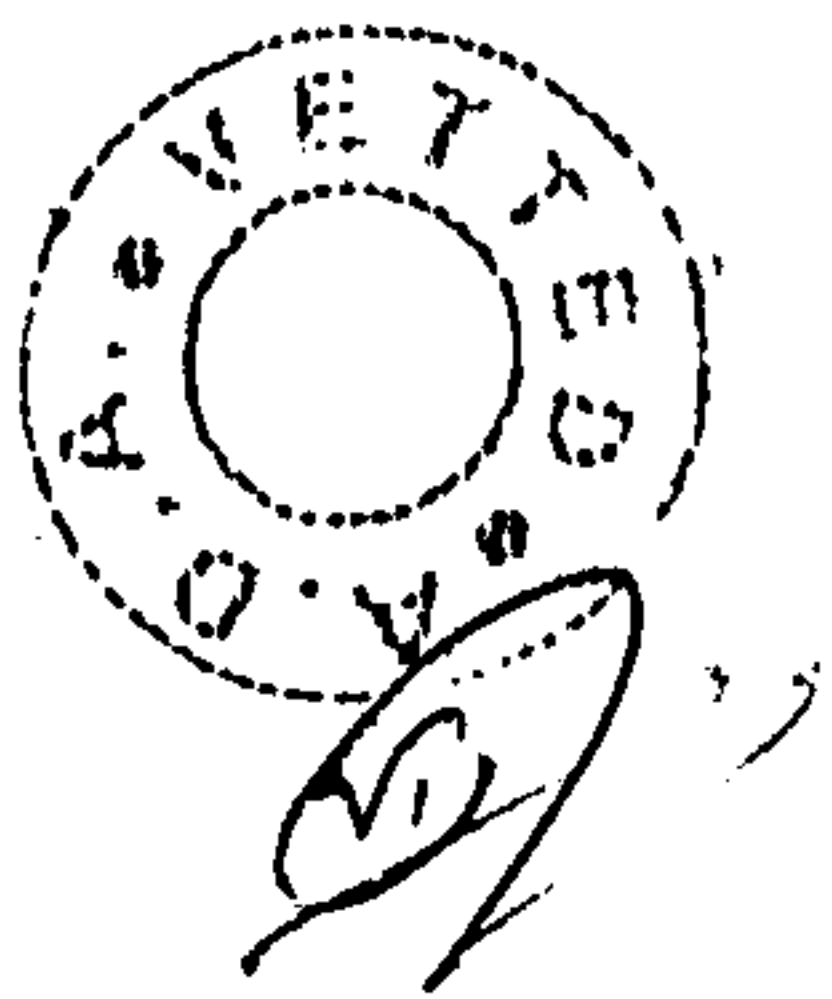
WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting and developing it into Residential Plotted Colony.

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 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 **RESIDENTIAL PLOTTED COLONY** on land measuring 101.081 acres falling in the revenue estate of Village Hayatpur and Badha, Sector- 89 & 90, Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license 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, hereby covenants as follows:

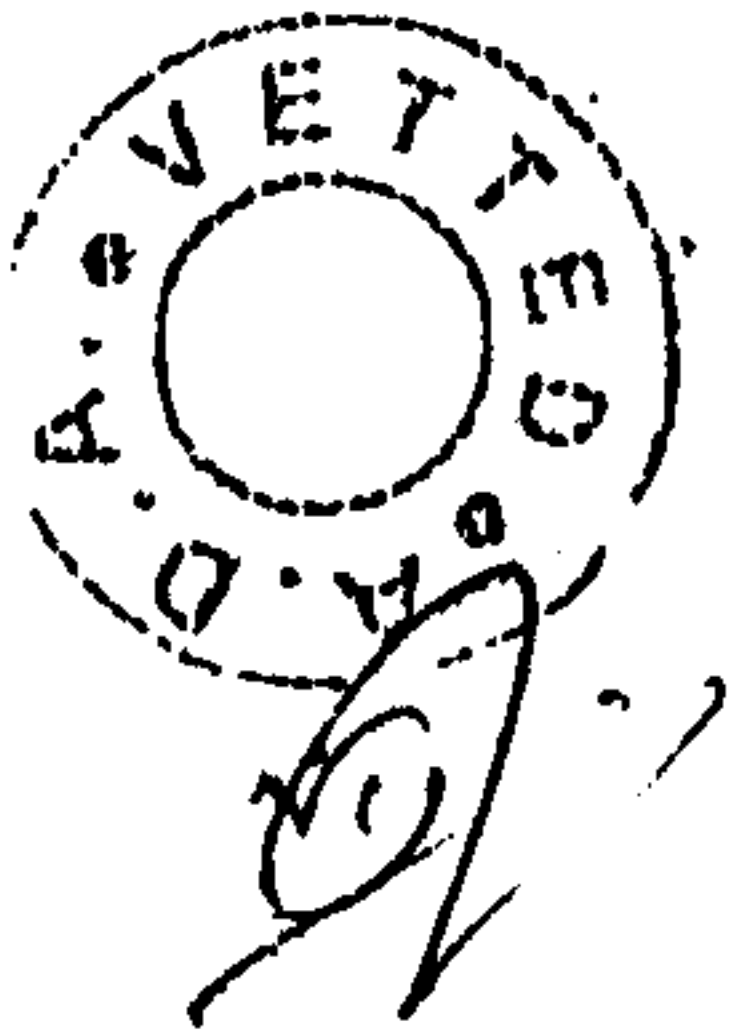
- i. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time, within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the owner towards meeting the cost of Internal Development Works in the colony.




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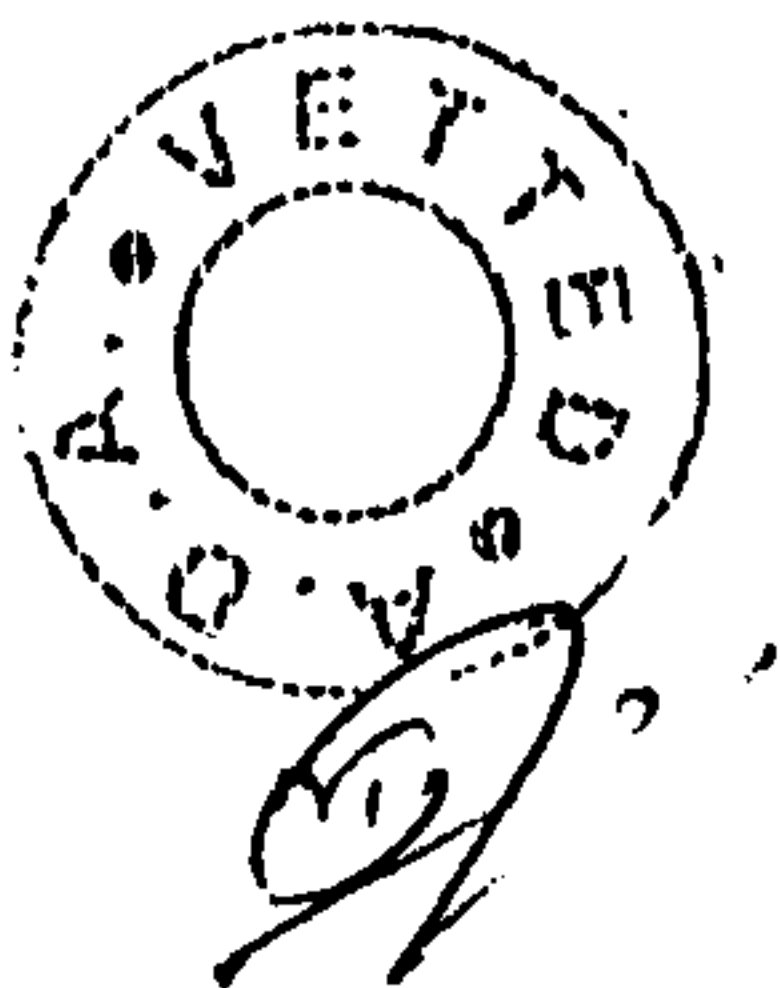
ii. That the owner undertakes to pay proportionate External Development Charges as per rate, schedule, terms & conditions hereto:-

- a. That owner shall pay the proportionate external development charges at the tentative rate of Rs 86.03 Lac per acre for plotted area and Rs. 401.764 lacs per acre for commercial area. These charges shall be payable to Haryana Urban Development Authority through the Director Town & 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:
- b. First installment shall be payable within a period of 30 days from the date of grant of license.
- c. 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 86.03 Lac per acre for plotted area and Rs. 401.764 lacs per acre for commercial area. However, at the time of grant of Occupation Certificate nothing will be outstanding on account of EDC.
- d. That the colonizer/developer shall pay the EDC, as per schedule date as and when demanded by the Director General, Town and Country Planning, Haryana, Chandigarh.
- e. 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 furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- f. For the grant of completion certificate, the payment of EDC shall be prerequisite along with the valid license and Bank Guarantee.
- g. 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.




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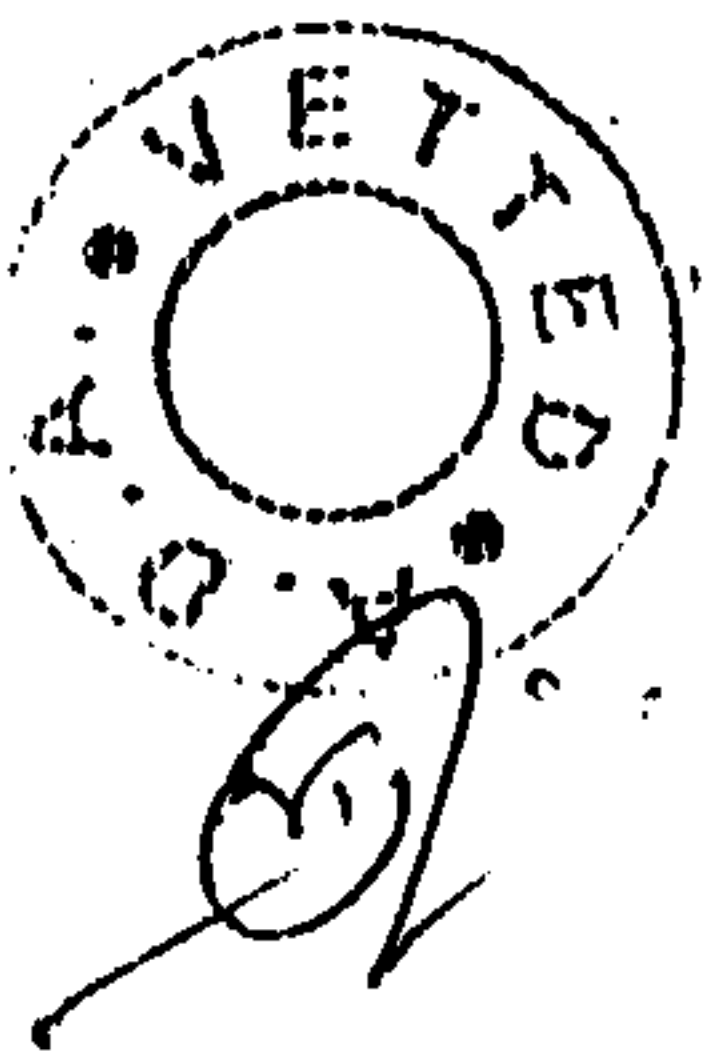
- h. The unpaid amount of EDC would carry an interest of 12% per annum (simple) and in case of any delay in the payment of installments on the due date and additional interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable up to a period of three months and the additional three months with the permission of Director.
- i. In case, the HUDA executing External Development Works before the final payment of EDC, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lump-sum even before the completion and the colonizer shall be bound to make the payment with the period so specified.
- j. Enhanced compensation of land cost, if any shall be payable extra as dedicated by the Director from time to time.
- k. The colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "Electrical (Distribution) services plan/estimates" approved from the agency responsible for installation of "External Electrical Services", i.e. HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.
- l. No EDC would be recovered from EWS category of allottees.
- m. That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms & conditions, so determined by the Director along with interest from the date of grant of license.
- n. 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




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years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Govt. or the Local Authority as the case may be.

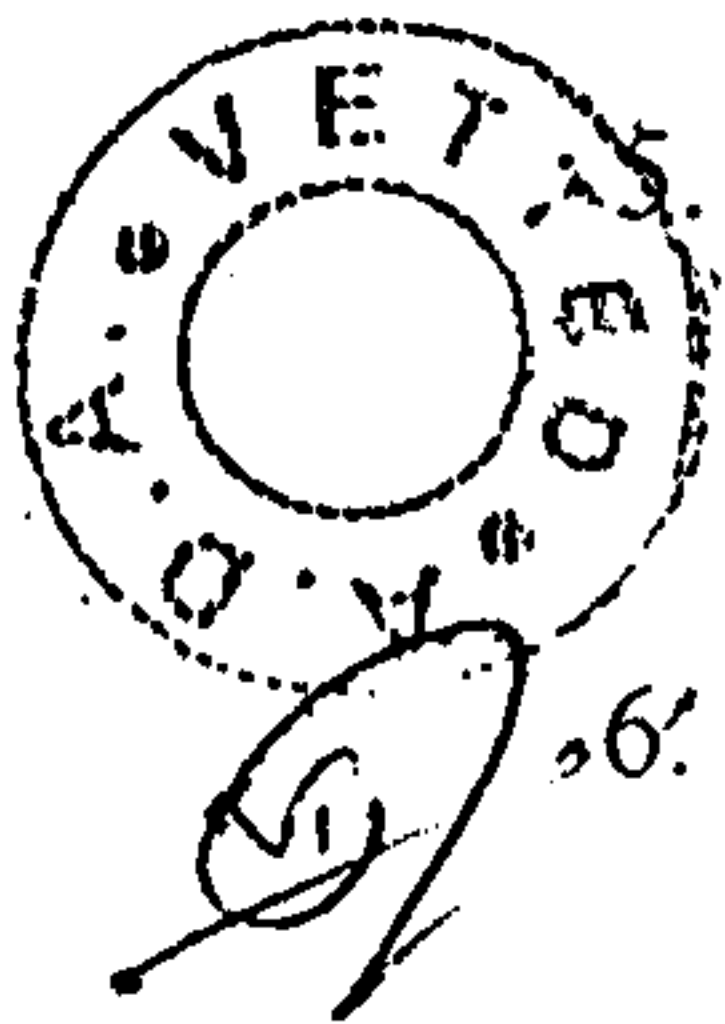
- o. That owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable 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, for the land purpose, on such terms and conditions as it may laid down.
- p. No third party/subsequent rights will be created without obtaining the prior permission of the DG,TCP.
- q. All the community buildings will be got constructed by the colonizer within time period, so specified by the Director.
- r. 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.
- s. That the owner shall complete the Internal Development works within four years from the date of grant of license.
- t. That the owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq Mtr. for permissible saleable plotted area and 1000/- per sqm for commercial component through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of License and the second installment to be deposited within six months from the date of grant of License failing which 18% P.A. (simple) interest will be paid for the delayed period.
- u. 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.



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- v. 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 the due compliance of the execution of the layout plans and the development works in accordance with the license granted.
 - w. 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.
 - x. 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.
 - y. That the owner/ colonizer 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 our land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
2. Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act of 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 him.
 3. Upon cancellation of the License under Clause 2 above, , 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 the Director.
 4. The stamp duty and registration charges on this deed shall be borne by the Owner.



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 has 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

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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.

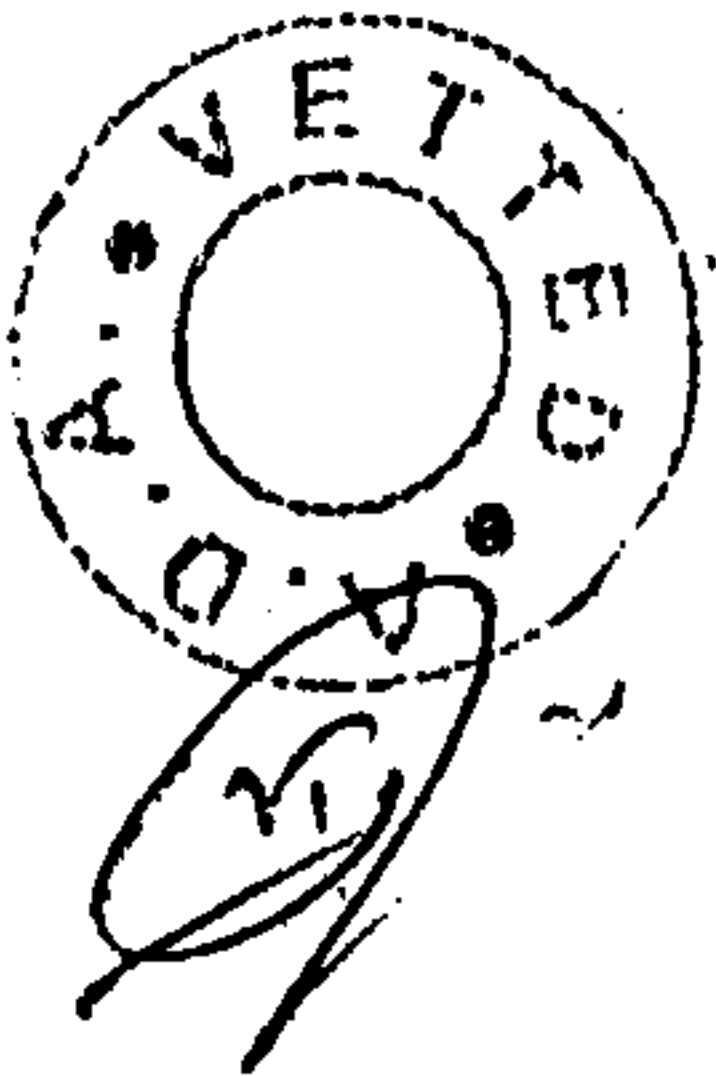
WITNESSES:-



(AUTHORIZED SIGNATORY)

1. *B.R. Bansal*
(B.R. Bansal)
437 FF Sector 5
Vashali G 2B

2. *Y. D. T. P. M.*
Y. D. T. P. M.
CMD



[Signature]
Director General
Town and Country Planning,
Haryana, Chandigarh