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

LC-IV

AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A COLONY

This AGREEMENT is made ~~24~~ day of July, 2009

BETWEEN

B.E. Office Automation Products Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 1, Mini Market, Near Moti Bagh Gurudwara, New Delhi-110021 represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

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AND
Crazy Land and Housing Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND
Vertex land And Housing Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 2nd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand

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ALL COMPANIES &
FOR OFFICE INFRASTRUCTURE PVT. LTD.

Authorised Signatory

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Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND

Lusture Infrastructure Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND

Oscar Land and Housing Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND

Radha Estate Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND

Salmon Land and Housing Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001.

AND

Neptune Land and Housing Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana represented herein by its authorised signatory, Mr. Nand Lal Arora S/o Sh. Tapan Dass Arora R/o House No-534, Sector-4, Urban Estate, Gurgaon-122001. In collaboration with developer company Orris Infrastructure Private Limited, a company incorporated under the companies Act, 1956 and having its corporate office at 308-09, 3rd floor, Vipul Agora, M.G. Road, Gurgaon, Haryana (hereinafter called the Owners which shall mean and include their successors, administrators, attorneys, nominees, and permitted assigns) of the FIRST PARTY

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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 are in possession of the land mentioned in Annexure here to and applied for the purpose of converting and developing it into Group Housing Residential Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation 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 Group Housing Colony on the land admeasuring 25.018 Acres falling in the revenue estate of Village Badha in Sector-85, Gurgaon (Haryana) Gurgaon, Menasar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant license to the Owner to set up the said group housing colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 1976 by the Owner hereby covenant as follows:

a. That the Owner shall deposit 30% amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts 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 work in the Group Housing Colony.

b. That the Owner undertake to pay proportional external development charges (EDC) 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. 227.172 Lacs per gross acre for Group Housing Colony. 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 10 equal six monthly installments of 10% each i.e.

a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

b) Balance 90% in nine equal six monthly installments along with 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. 227.172 lacs per gross acre for Group Housing Colony.

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ii. The EDC rates for Gurgaon- Manesar Urban Complex Development plan 2021 are being finalized. There is likelihood of some substantial increase in the EDC rate. The colonizer shall pay the enhanced amount of EDC and the interest on installments if any from the date of grant of license and shall furnish Additional Bank Guarantee if any on the enhanced EDC rate.

iii. In case the colonizer asks for a completion certificate before the payment of EDC they would have 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 @15% per annum) would be chargeable up to a period of 3 months and additional 3 months with the permission of Director Town & Country Planning, Haryana, Chandigarh.

v. In case Haryana Urban development Authority (HUDA) executes external development work and complete the same before the due date and consequently requires the charges for the same the DTCP shall be empowered to call upon the colonizer to pay the HUDA even before the completion of four year 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 the Director from time to time.

vii. The colonizer will arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (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 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/UHBVN/DHB/NL, Haryana and complete the same before obtaining completion certificate for the colony.

viii. No External Development Charges would be recovered from the Economically Weaker Section (EWS) Lower income Group (LIG) categories of allottees.

c. That the Owner shall be responsible for the maintenance and up-keep of all roads open spaces, public parks public health services for five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, which the Owner shall transfer all such roads, open

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spaces public parks and public health services free of cost to the Government or the local authority, as the case may be.

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- d. That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost School, hospitals community centre and other community building 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 school, hospitals community centre and other community building in which case the Govt. shall be at liberty to transfer the said 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 DTCP.

All the community building will be got constructed by the colonizer within a time period of the three year from the date of grant of license.

- e. That the Owner shall be individually as well jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

- f. That the Owner shall complete the Internal Development Works within two year of the grant of license.

- g. That the owner under take to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme as per rate schedule terms and conditions given in clause-1(b) of the agreement.

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- i. That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the Owner 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 interest from date of grant of license.

- ii. That all buildings to be constructed shall be with the approval of the Director and shall in addition to provision of zoning plan of site conform to the building bye-law and regulation in force in the area and shall in addition be governed by the national Building Code (NBC) with regard to light and ventilation structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.

- iii. That the owner shall furnish the layout plan of Group Housing Scheme along with the service plan detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development work (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.

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Authorised Signatory

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iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and WC.

v. That in case of Group Housing the Owner shall deposit 30% amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts 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 work and construction work in the colony.

vi. That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the owner. The Owner shall at their own cost construct the primary-cum-nursery school, community building/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer, to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community buildings/dispensary and first aid centre 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 deem fit.

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

viii. All the community buildings will be got constructed by the colonizer within a time period of three year from the date of grant of license.

ix. That the Owner shall deposit Infrastructure development charges @ Rs.625/- per Sq. mtr. for group housing area measuring 24.89291 acres and @Rs.1000/- per sq. mtr. For the 0.5% commercial component measuring 0.12509 acres for the total area of the colony. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second installment within six month from the date grant of the license. The unpaid amount of Infrastructure Development Charges shall carry interest @ 18% per annum for the delay in the payment of installment.

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x. 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 the proper development of the colony.

xi. That the Owner shall permit the Director or any other officer authorized by them in this behalf to inspect the execution of the layout and the development works in the ~~planned~~ group housing colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the

DTCP (HR)

A. K. Chawla
DIRECTOR, TOWN AND COUNTRY PLANNING, HARYANA

Authorised Signatory

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layout plan and the development works in accordance with the license granted.

k. That without prejudice to anything contained in this Agreement all the provisions contained in the Act and Rules shall be binding on the owner.

1. That the owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at their own cost till completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

2. Provided always 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 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, 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 favour of the Director.

4. The 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 group housing colony or part thereof have been completed and completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the owners, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of Group Housing Colony is taken in parts, only the part of the bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the Bank Guarantee equivalent to one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group Housing Colony or the part thereof, as the case may be for the period of five years from the date of issue of completion certificate under rule 16 or earlier in the case the owner is relieved of the responsibilities in this behalf by the government. However, the Bank Guarantee regarding the External Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owners.

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ALL COMPANIES &
HARYANA INFRASTRUCTURE PVT. LTD.

Authorised Signatory

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

- 1) For B.E. Office Automation Products Private Limited
Authorized Signatory *[Signature]*
- 2) For Crazy Land and Housing Private Limited
Authorized Signatory *[Signature]*
- 3) For Vertex land And Housing Private Limited
Authorized Signatory *[Signature]*
- 4) For Lusture Infrastructure Private Limited
Authorized Signatory *[Signature]*
- 5) For Oscar Land and Housing Private Limited
Authorized Signatory *[Signature]*
- 6) For Radha Estate Private Limited
Authorized Signatory *[Signature]*
- 7) For Salmon Land and Housing Private Limited
Authorized Signatory *[Signature]*
- 8) For Neptune Land and Housing Private Limited
Authorized Signatory *[Signature]*

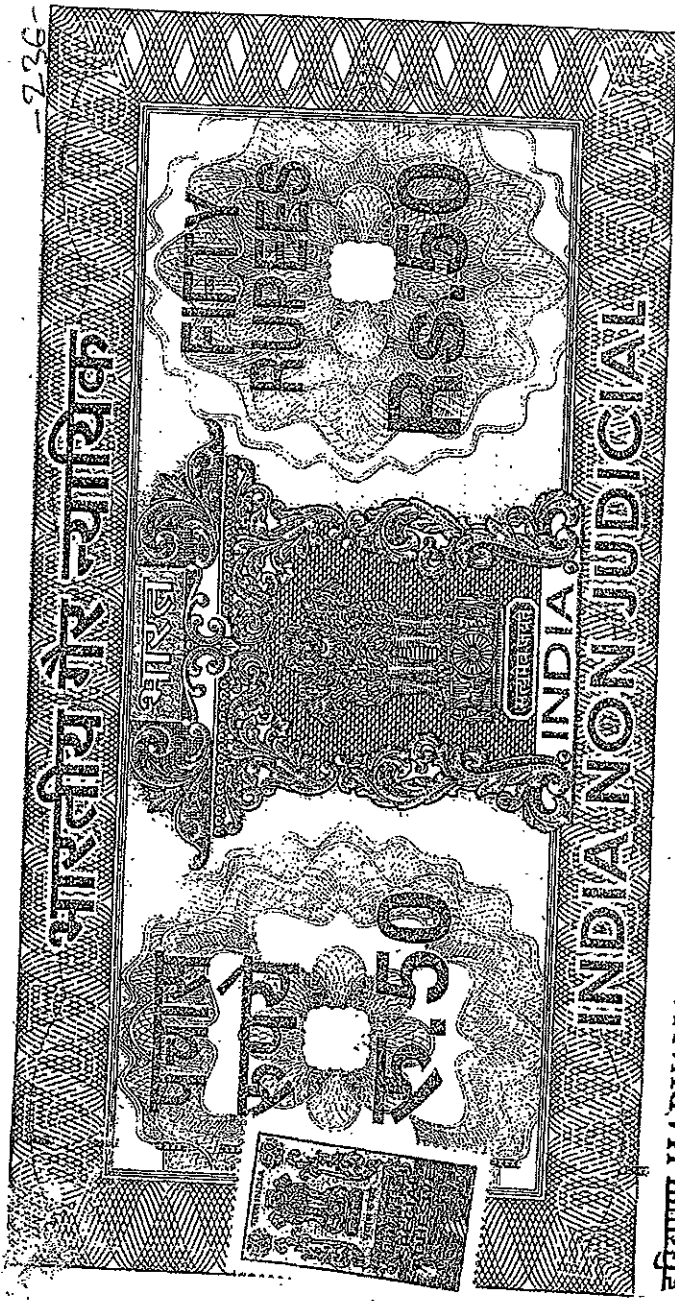
WITNESSES:-

Director, Town and Country Planning
Haryana, Chandigarh

1. *Jagdeep Singh*
(JAGDEEP SINGH)
Sh. S.H. BHAMBROL SINGH
V.P.O. Khotauli Dini - Panethkula

2. *Balwant Singh*
To DT CP Hk. chd.

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



हरीयाणा, HARYANA

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LC-IV

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

THIS AGREEMENT is made and executed at Chandigarh on the 17th day of May, 2011.

Between

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6/10/2011
A. A. (140)

M/s Radha Estate Private Limited, a Company registered under The Companies Act, 1950 having its Registered office at 1697, Chunna Mandi, Pahar Ganj, New Delhi- 110055 and Corporate Office at J-10/5, DLF Phase-II, M. G. Road, Gurgaon-122002, Haryana, through its Authorised Signatory, Mr. Amit Gupta S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi.

AND

M/s Elegant Land & Housing Private Limited, a Company registered under The Companies Act, 1950 having its Registered Office at WZ 172, Palam Colony, New Delhi- 110045 and Corporate Office at J-10/5, DLF Phase- II, M. G. Road, Gurgaon-122002, Haryana, through its Authorised Signatory, Mr. Amit Gupta S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi.

AND

M/s Salmon Land & Housing Private Limited, a Company registered under The Companies Act, 1950 having its Registered Office at WZ 172, Palam Colony, New Delhi- 110045 and

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D.G.T.C.F. (Hr.)

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Corporate Office at J-10/5, DLF Phase- II, M. G. Road, Gurgaon-122002, Haryana, through its Authorised Signatory, Mr. Amit Gupta S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi.

AND

M/s S M Buildcon Private Limited, a Company registered under The Companies Act, 1950 having its Registered Office at H. No. 54, Village- Zonapur, Mehrauli, New Delhi, through Special Power of Attorney (SPA) holder, Mr. Amit Gupta.

AND

M/s Lustre Infrastructure Private Limited, a Company registered under The Companies Act, 1950 having its Registered Office at WZ 172, Palam Colony, New Delhi- 110045 and Corporate Office at J-10/5, DLF Phase- II, M. G. Road, Gurgaon-122002, Haryana, through its Authorised Signatory, Mr. Amit Gupta S/o Sh. Vijay Gupta R/o C-3/260, Janakpuri, New Delhi.

AND

Mr. Amit Gupta S/o Mr. Vijay Gupta R/o C- 3/260, Janakpuri, New Delhi.

AND

THE GOVERNOR OF HARYANA, acting through the Director General, Town and Country Planning, Haryana, Chandigarh. (hereinafter referred to as the "Director General") of the Other Part.

WHEREAS the owners are in possession of or otherwise shall be entitled to the land measuring 4.05 Acres falling in the revenue estate of Village Badha, Sector- 85, Gurgaon Manesar Urban Complex, Haryana for the purpose of converting into Residential Group Housing Colony;

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of licence is that the Owners shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the licence finally granted for setting up a Group Housing Colony at Village Badha, Sector- 85, Gurgaon Manesar Urban Complex, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director General agreeing to grant licence to the Owners to set up the said Group Housing Colony on the land measuring 4.05 Acres falling in the revenue estate of Village Badha, Sector- 85, Gurgaon Manesar Urban Complex, Haryana and on the fulfillment of all the conditions laid down in Rule 11 of The Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby consents as follows:-

(Signature)

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

(Signature)

WITNESSED

(Signature)
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a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 (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 Group Housing Colony.

b) That the Owner undertakes to pay proportional External Development Charges (EDC) 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. 213.30 lac per gross acre for Residential area and Rs. 284.602 lac per acre for Commercial area of Group Housing Colony. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town and Country Planning Haryana either in lump-sum within 30 days from the date of grant of Licence or in 10 (ten) equal half yearly installments of 10% each i.e.,

a) First installment of 10% shall be payable within a period of 30 days from the date of grant of licence.

b) Balance i.e., 90% in nine equal half yearly installments along with 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. 213.30 lacs per gross acre for Residential Area and Rs. 284.602 lacs per gross acre for Commercial area of Group Housing Colony.

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

iii. 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 @ 15% per annum) would be chargeable up to a period of 3 (Three) months and additional 3 months with the permission of DTCP.

iv. In case, the Haryana Urban Development Authority (HUDA) executing external development work and complete the same before the due date and consequently requires the charges for the same the DTCP shall be empowered to call upon the Owner to pay the EDC even before completion of four years period and the Owner shall be bound to do so.

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




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vi. The Owner shall arrange the electric connection from the outside source of electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN then the Director General shall recover the cost from the Owner and deposit the same with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the Owner, for which the Owner 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 Vidyut Prasaran Nigam / Uttar Haryana Vidyut Nigam Limited / Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

vii. No External Development Charges (EDC) would be recovered from the Economically Weaker Section (EWS) / Lower Income Group (LIG) categories of allottees.

c) That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director General during the period of license as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, along with interest from the date of grant of license.

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 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.

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 centers 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 Government, free of cost, the land set apart for schools, hospitals, community centers and other community buildings, in which case the Government 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 rights will be created without obtaining the prior permission of the DTCP.

All the community building will be got constructed by the Owner within a period of three years from the date of grant of licence.

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- f) That the Owner shall be 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 Owners shall complete the Internal Development Works within ^{three} years of the grant of the licence.
- h) That all buildings to be constructed shall be with the approval of the Director General and shall in addition to provision of zoning plan of the site, conform to the building bye laws and regulation in force in the area and shall in addition be governed by the buildings bye-laws as NBC with regard to light and ventilation, structural safety, Fire safety, sanitary requirements and circulation (vertical & horizontal) standards.
- i) That the Owners undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in clause-1 (b) of the agreement.
- i. That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plan / detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of licence.
- ii. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and WC.
- iii. The adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
- iv. That the Owners shall deposit Infrastructural Development Charges @ Rs. 625/- per sq. mtr. for the group housing area measuring 4.03 acres and @ Rs. 1000/- per sq. mtr. for 0.02 acres of commercial component, in two installments. The First Installment of the Infrastructure Development charges would be deposited by the Owner within 60 (sixty) days from the date of grant of license and the second installment to be deposited within 6 (six) months from the date of grant of the licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

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- j) That the Owner shall carry out at his own expense any other works which the Director General may think necessary and reasonable in the interest of proper development of the colony.
- k) That the Owner shall permit the Director General or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the Owner shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- l) 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.
- m) That the Owner shall give the requisite land for treatment works (Oxidation Ponds) and for broad irrigation purposes at his own cost till completion of external sewerage system by HUDA and make own arrangement 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 it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this agreement or violate any provisions of the Act or these Rules, then and in any such case, and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the licence granted to him.
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 Rules, 1976 as amended up to date. The Bank Guaratee in that event shall stand forfeited in favour of the Director General.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression 'The Owner' herein before used shall include his heirs, legal representatives and successors and permitted assigns.
6. After the layout plan and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director General may on an application in this behalf from the Owner, release the Bank Guaratee or part thereof, as the case may be, provided that if the completion of the Group Housing Colony is taken in parts, only the part of Bank Guaratee equivalent to the 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule 16 or earlier

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in case the Owner is relived of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director General in proportion to the payment of the External Development Charges received from the Owner.

7. That the "Ultimate Power Load Requirement" for the Group Housing project shall be conveyed by Owner 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 within licensed land for transformers/ Switching Station / Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.

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

WITNESSES:

1. 
Mahender Kumar
S/o Sh. G. R. Saini
R/o H.No. J 10/5 DLF-2 Gurgaon

RECEIVED
Sd/-
D. A. 14/11/20


For M/s. Radha Estate Pvt. Ltd.
Authorized Signatory

2. 
V. Jay Kumar
90 DGFAP (HR)
Chd.

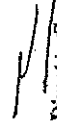

For M/s. Elegant Land & Housing Pvt. Ltd.
Authorized Signatory


For M/s. Salmon Land & Housing Pvt. Ltd.
Authorized Signatory


For M/s. S M Builders Pvt. Ltd.
Through SPA holder, Mr. Amit Gupta


For M/s. Lusture Infrastructure Pvt. Ltd.
Authorized Signatory


Mr. Amit Gupta


Director General
Town and Country Planning,
Haryana, Chandigarh 160012