

814



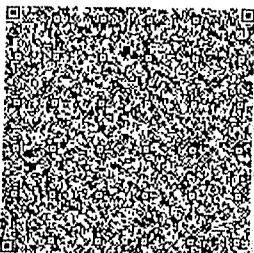
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL88940560677994L
 Certificate Issued Date : 19-Nov-2013 12:04 PM
 Account Reference : IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL82281075864972798827L
 Purchased by : BAJAJ MOTORS LTD
 Description of Document : Article 5 General Agreement
 Property Description : N/A
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : BAJAJ MOTORS LTD
 Second Party : NA
 Stamp Duty Paid By : BAJAJ MOTORS LTD
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)



Please write or type below this line

This stamp paper is an integral part of attached document "LC-IV "

Dated 12th Day of JUNE, 2014.

For BAJAJ MOTORS LTD

Authorised Signatory

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

1


Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Form LC -IVAGREEMENT BY THE OWNER OF LAND INTENDING TO SET UP A
COMMERCIAL COLONY

This agreement is made and executed at Chandigarh on 12th day of June 2014.

BETWEEN

 (1) M/s Bajaj Motors Limited, (2) Smt. Sushma Aggarwal w/o Shri Anil Aggarwal, (3) Smt. Ashi Aggarwal w/o Shri Amit Aggarwal, (4) Smt. Nirmal Bansal w/o Shri Ram Niwas Bansal, (5) Smt. Manju Bansal w/o Shri Rajesh Bansal, (6) Smt. Charu Goel w/o Shri Atul Goel, C/o Bajaj Motors Limited having its registered office at 39-40 KM stone, Delhi -Jaipur Highway, Narsingpur, Gurgaon, (hereinafter referred to as "OWNER") which 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 Mr. J. K. Batta vide board resolution dated, itself for the company and behalf of land owners of the one part.

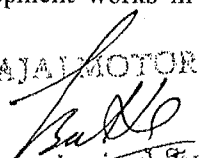
AND

The Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR GENERAL") of the other part.

WHEREAS the owner is in possession of the land detailed in the annexure 'A' attached herewith for the purpose of developing and converting it into a Commercial Colony.

AND WHEREAS under Rule 11 of the Haryana development and regulation of Urban Areas Rule 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of the license is that the owner shall enter into an agreement with Director General for carrying out and completion of the development works in accordance with the license finally granted for setting up of a commercial

For BAJAJ MOTORS LTD


Authorized Signatory

colony on the land measuring 5.91875 acres falling in revenue estate of village Hayatpur, Sector 84, Gurgaon Haryana.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director General agreeing to grant to the owner to set up the said Commercial colony on the land mentioned in "Annexure A" attached hereto on the fulfillment of all the conditions as are laid down in the Rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 the owner hereby covenant as follows :

a. That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto :-

i. That the Owner undertake to pay the proportionate External Development Charges (EDC) at the tentative rate of Rs. 344.3696 lakh per gross acres for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town & Country Planning, Haryana either in lump sum within 30 (thirty) days from the date of grant of license or in 12 (twelve) equal quarterly installment in the following manners :-

a. First installment i.e., 8.33 % shall be payable within a period of 30 (thirty) days from the date of grant of license.

b. Balance 91.67% in 11(eleven) equal quarterly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion at of the amount worked out at the tentative rate of Rs. 344.3696 lakh per gross acres for Commercial Colony, however at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

ii. Owner shall pay EDC as per the Schedule or as and when demanded by DGTCP.

iii. For grant of Completion certificate, the payment of EDC shall be pre requisite along with valid license and Bank Guarantee.

iv. That the Owner shall specify the detail of calculation per square meter / per Square feet which is being demanded from the commercial space/unit owner(s) on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

v. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment of installments on

For BAJAJ MOTORS LTD

Authorised Signatory

the due date an additional penal interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director General.

vi. In case Haryana Urban Development Authority (HUDA) executes External Development Works before final payment of External Development Charges (EDC), the Director General shall be empowered to call upon the Licensee/Owner to pay the balance amount of EDC in lump sum even before the completion of license period and the Owners shall be bound to make the payment within the period so specified.

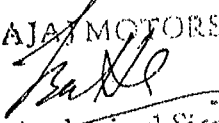
- b. Enhanced compensation on land cost if any shall be payable extra as decided by the Director General from time to time.
- c. The Owner shall arrange the electric connection from outside source for electrification of their Commercial Colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN, then the Director General Shall recover the cost from Owner and deposit the same with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the commercial colony shall be the responsibility of the Owner, for which the Owner 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/UHBNL/DHBNL, Haryana, and complete the same before obtaining completion certificate for the commercial colony.
- d. That the rates, schedules, terms & conditions of External Development Charges may be revised by the Director General during the period of the license as and when necessary and Owner shall be bound to pay the balance enhanced charges if any in accordance with the rates, schedules, terms & conditions so determined by the Director General.
- e. That the Owner shall be responsible for the maintenance and upkeep of the commercial 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 responsible for the development of Commercial Colony.
- g. That the pace of construction shall be at least in accordance with our sale agreement with the buyers of the space/unit etc. as and when scheme is launched.

For BAJAJ MOTORS LTD

[Signature]
Authorized Signatory

[Signature]
D.G.T.C.P. (Hr.)

- h. That the Owner shall complete the internal development works within initial validity of grant of license.
- i. That the Owner shall deposit Infrastructure Development Charges at the rate Rs. 1000/- per sq. meter (150 FAR) for commercial area in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the owner within sixty (60) days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest 18% (simple) per annum for the delay in the payment of installments.
- j. That the Owners shall carry out, at his own expenses and cost, 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 development works in the Commercial Colony and the Owners shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- l. 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/Colonizer shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HUDA and same is made functional.
3. Provided always and it is hereby agreed that if the owner commit any breach of the terms and condition of this Agreement or violate any provision of the Act or Rules, then and in any case notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to the Owner.
4. Upon cancellation of the license under clause 3 above, the Govt. 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 General.
5. The stamp duty and registration charges on this deed shall be borne by the Owner.

For BAJAJ MOTORS LTD

 Authorised Signatory


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