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

THIS AGREEMENT is made on this 17th day of MAY, 2012 between

M/s Chintels India Ltd. through its Director Mr. Ashok Solomon (hereinafter called the "Owner") having its Office at A-11, Kailash Colony, New Delhi-110048 of the one part and the Governor of Haryana, acting through The Director General, Town and Country Planning, Haryana, Chandigarh (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 into Group Housing Residential 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 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 Group Housing Colony on the additional land measuring 8.294 acres falling in the revenue estate of Village Babupur, Sector 109, Distt. Gurgaon, Haryana.

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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence 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 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, hereby covenants as follows.

a) That the owner shall deposit 30%(thirty percent) of the amount realized by him from the flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled Bank and this amount shall only be utilized by the owner toward meeting the cost of internal development and construction works in the colony.

b) That the owner undertakes to pay External Development Charges (EDC) for the area earmarked for Group Housing scheme 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 Lacs per gross acre for Group Housing Colony for an area of 8.294 acres at Village Babupur, Sector 109, Distt. Gurgaon. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within thirty days from the date of grant of licence or in ten equal six monthly installments of 10% each i.e.

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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 i.e. 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. 213.30 Lacs per gross acre for Group Housing Colony.

ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 is being finalized. There is likelihood of some substantial increase in the EDC rates. The owner shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of licence and shall furnish additional Bank Guarantee, if any, on the enhanced EDC rates.

iii) In case the owner 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 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 upto a period of three months and an additional three months with the permission of DTCP.

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v) In case the HUDA executing external development works completes 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 five years period and the owner shall 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 owner 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 and Country Planning shall recover the cost from the owner and deposit 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 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/UHBVNL/DHBVNL, Haryana and complete the same before obtaining occupation/completion certificate for the colony.

viii) No EDC would be recovered from the EWS/LIG categories of allottees.

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

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That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, 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 right shall be created without obtaining the prior permission of The Director Town and country planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of licence.

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d). That the owner shall be individually as well as jointly be responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

e) That the owner shall complete the internal development works within four years of the grant of the licence.

f) That the owner undertakes to pay proportionate external development charges (EDC) for the area earmarked for Group Housing Scheme, as per rates, schedules, terms and conditions given in Clause '1(b)' of the Agreement.

i) That these rates, schedule, terms and conditions of External Development charges 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 the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license.

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(ii) That all buildings shall be constructed with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building bye laws and regulations in force in the area and shall in addition be governed by the NBC with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical & 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 the development works (both for internal & 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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(iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services, population of economically weaker section (EWS) and size 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 & WC.

(v) That in case of Group Housing the owner shall deposit 30% of the amount to be realized by him from flat holders from time to time within 10 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 and construction works in the colony.

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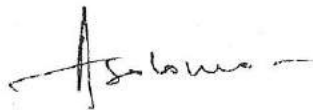
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(vi) The adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided, the owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid center 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 center buildings/dispensary and first aid center 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 Director, Town & Country Planning, Haryana, Chandigarh. All the community buildings will get constructed by the Colonizer within a period of three years from the date of grant of license.

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g) That The Owner shall deposit infrastructure development charges at the rate of Rs. 625/- per sq. mtr. for the Group Housing area and @ Rs. 1000/- per Sq. mtr. for commercial component of the colony. The first installment of the infrastructure development charges would be deposited by the Owner within 60 days of grant of license and the second installment to be deposited within 6 months from the date of grant of licence failing which liable to pay 18% P.A. interest for the same.

h) That the owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.



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- i) 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 Group Housing colony and the colonizer 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 license granted.
- j) That without prejudice to any thing contained in this agreement all the provisions contained in the act and the rules shall be binding on the owner.
- k) That the owner shall give the requisite land for 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 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 the DTCP till the services are made available from external infrastructures to be laid by HUDA.
2. Provided always and it is hereby agreed that if 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 cases and not withstanding the waiver of the 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 Regulations of Urban Areas Act 1975 and the Haryana Development and Regulations 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 "Owner" hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.

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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 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 the 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 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 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 in Proportion to the Payment of the External Development Charges received from the owner.

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7. That the ultimate power load requirement for the Group housing shall be conveyed by the owner to the concerned power utility with a copy to the Director within two months period from the date of grant of licence to enable provision of site within licenced 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 OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES:

1. *[Signature]*
J.N. Yadav S/o Sh. H.S. Yadav
B-101, Bahawalpur Aptt.
Plot-30, Sec -6, DWARKA
New Delhi - 110075

2. *[Signature]*
S/R
OFFICER/HPS
MD,

[Signature]
(Ashok Solomon)
Director
A-11, Kailash Colony, New Delhi-110048

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

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FORM LC-IV A

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(See rule 11 (1) (h))

Bilateral Agreement by owners of land intending to set up a Group Housing Colony

This Agreement is made on this 17th day of MAY, 2012 between

M/s Chintels India Ltd. through its Director Mr. Ashok Solomon (hereinafter called the "Owner") having its Regd. Office at A-11, Kailash Colony, New Delhi-110048 of the one part and the Governor of Haryana, acting through The Director General, Town and 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 and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the

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development works in accordance with the licence finally granted for setting up of a Group Housing colony on the additional land measuring 8.294 acres falling in the revenue estate of Village Babupur, Distt. Gurgaon., Sector 109.

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 Group Housing colony on the land mentioned in Annexure to Form LC- IV and on the fulfillment of the following conditions of this Bilateral agreement, the owner, his partners, legal representatives, 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:-

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D. A. (HQ)

(a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services Population of economically weaker section 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 square feet, which will cater to the minimum size of the room along with bath and water closet.

(b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structure safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

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(c) 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 his own cost construct the primary-cum-nursery school, community buildings/ 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 and thus set apart for primary-cum-nursery school, community centre 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 lay down.

No third party right shall be created without obtaining the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of licence.

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D. A. (HQ)

(d) (i) That the owners undertakes to pay proportional external development charges (EDC) for the area earmarked for Group Housing Colony, as per rate, schedule and conditions annexed hereto.

(ii) That the rates, schedule, terms and conditions of external development charges as mentioned above may be revised by the Director during the licence 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 the date of grant of licence.

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

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- (e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats/ plot holders @ Rs. 20/- which is a tentative charges only for construction of a portion of the total community buildings.
- (f) That the owner shall ensure that the flats/ dwelling units are sold/ leased/ transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983
- (g) That the owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- (h) That the responsibility of the ownership of the common area and facilities as well as their management, and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- (i) 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 spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- (j) That the owner shall deposit 30% of the amount realized by him from the flat holders from time to time within ten days of the realization in a separate accounts to be maintained in the Schedule 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.
- (k) 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 group housing colony and the colonizer shall carry out all directions issued by him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

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(l) That The Owner shall deposit infrastructure development charges at the rate of Rs. 625/- per sq. mtr. for the Group Housing area and @ Rs. 1000/- per Sq. mtr. for commercial component of the colony. The first installment of the infrastructure development charges would be deposited by the Owner within 60 days from the date of grant of license and the second installment to be deposited within 6 months from the date of grant of licence failing which liable to pay 18% P.A. interest for the same.

(m) 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.

(n) That the owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections categories, and the area of such a flats shall not be less than 200 square feet. These flats shall be allotted on a maximum cost of Rs. 1,50,000/- on the basis of the price charged by the Haryana Housing Board for such sizes flats in that particular area in the following manner:-

(i) That for the allotment of the flats the owner shall invite applications through open press from eligible member of economically weaker section categories, as defined by the State Government/ Housing Board, Haryana. The owner shall also announce the tentative number of flats, its price along with sizes available for such sale.

(ii) That if the number of applications exceed the number of flats, the allotment shall be made through the method of lottery/ draw, by the owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.

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D. A. (HQ)

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- (iii) That the owner while calling the applications for the allotment of economically weaker section/ lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration / earnest money.
- (iv) That any person registered under BPL Family and includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA sector/licensed colony in any of the urban areas in the state, will be eligible for making the application.
- (v) That the first preference will be given to the BPL Families listed in the same town and followed by listed in the district and the state.
- (vi) That the complete scheme shall be floated for allotment in one go within four months of grant of license or sanction of building plans whichever is later and possession of flats shall be offered within the valid licence period of four years.
- (vii) That owner will make the scheme transparent, advertisement will be given in one of the leading English national daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said district and should include details like schedule of payment, number of flats, size etc. The advertisement should also highlight the other essential requirements as envisaged in this policy.
- (viii) That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services) Senior Town Planner of the Circle, Representative of Director, Town and Country Planning (DTCP) and Developer/Colonizer concerned.
- (ix) The allotment of these flats can also be made with the approval of the Government to a specific category of people in public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP and DTP. This category may include slum dwellers occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on acquired land and are eligible for rehabilitation as per Government

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decision/court orders or the persons who have to be allotted oustees quota plots/flats but the same are not readily available with HUDA/Government.

(x) The date of draw of lots will be fixed by DTCP & the results will also be published in the newspapers as referred above.

(xi) That owners will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colonies.

(xii) That owners will ensure at the time of grant of occupation certificate in case of Group Housing colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted.

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(a) That no annual maintenance charges are recoverable from the EWS flats holders. However, the colonizer/association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries if such services are provided by the colonizer/association.

(b) The colonizer can execute a flat buyer agreement with the allottee of EWS flat, but the same should be within the purview of the EWS policy framed by the State Government.

(c) No Security deposit or refundable contingency deposit shall be demanded by the colonizer from EWS flat holders.

(d) If there is an increase in the prescribed minimum size of EWS flats, then extra amount can be recovered at the prescribed rate from the EWS flat holders.

(e) 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

As above

spend this money on further amenities/ facilities in his colony for the benefit of the residents therein.

Further the owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered

Accountant that:

- (a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (b) a minimum of 15% in case of economically weaker section/ lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- (c) The owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;

(d)

After the layout plans 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 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 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 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof as the case may be, for a period of 5 years from the date of issue of the completion certificate under rule-16 or earlier in case the owner is relieved of the responsibility in this behalf by the

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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.

(e) 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 within thirty days on demand.

2.) Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules; then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, 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 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.

4.) 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 licenced land. Transformers Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.

5.) That the owner shall give the requisite land for 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 arrangement for temporary disposal or give the requisite land. That the owner shall make arrangement for Water Supply, sewerage,

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drainage etc to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.

- 6.) The Stamp duty and registration charges on this deed shall be borne by the owner.
- 7.) The expression "Owner" hereinbefore used/ shall includes his heirs, legal representatives, successors and permitted assignees.
- 8.) That the owner shall abide the policy letter issued vide memo no. Misc. 2057-5/25/2008 DTCP dated 25.02.2010 regarding payment of labour cess.
- 9.) That any other condition which the Director may think necessary in public interest can be imposed.

VERIFIED

[Signature]

G. A. (HQ)

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

WITNESSES:

- 1) *[Signature]*
J. N Yadav S/o Sh. H.S. Yadav
B-101, Bahawalpur Aptt.
Plot - 30, Sec - 6, Dwarika
New Delhi - 110025.
- 2) *[Signature]*
SIE
MD

For Chintels India Ltd.

Director

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Director General
Town and Country Planning,
Haryana, Chandigarh

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

THIS AGREEMENT is made on this 25 day of November, 2007 between

1. Mr. Ashok Solomon S/o Late Sh. E.H. Solomon
R/o 44, Golf Links, New Delhi-110003.
2. Mrs. Sukendra W/o Mr. Ramesh
R/o A-1/123, Janakpuri, New Delhi
3. Mr. Tara Chand S/o Sh. Raja Ram & Smt. Sushama W/o Sh. Tara
Chand R/o 7/10, Extention, Safdarjung Enclave, New Delhi
4. Raj Kiran Pvt. Ltd.
5. Vidu Properties Pvt. Ltd.
6. Madhyanchal Leasing Ltd.

All above companes are having its. Registered Office at
A-11, Kailash Colony, New Delhi-110048.

All above companies and Individuals are through their Director and Attorney Mr. Ashok Solomon, director of M/s Chintels India Ltd. having its Registered Office at A-11, Kailash Colony, New Delhi-110048 (hereinafter called the "Owner") of the one part and the Governor of Haryana, acting through The Director, town and Country Planning, Haryana, Chandigarh (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 into Group Housing Residential Colony.

Ashok Solomon

S. K. R. H.

D.T.C.P.

Hr. CHD

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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 Group Housing Colony at Village Babupur, Distt. Gurgaon, Haryana.

NOW THIS DEED WITNESSTHA AS FOLLOWS:

1). In consideration of the Director agreeing to grant a licence 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 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, hereby covenants as follows.

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 this amount shall 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 proportionate 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. 104.44 Lacs per gross acre for Group Housing Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in eight equal six monthly installments of 12.5% each i.e.

a) First installment of 12.5% 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 i.e. 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum, which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 104.44 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 rates. The Colonizer shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of licence and shall furnish additional Bank Gurantee, if any, on the enhanced EDC rates.
- 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 cetificate would be considered.
- iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% 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 completes 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 completion of four years period and the colonizer shall 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 HVPN. If they fail to provide electric connection from HVPN the Director, Town and Country Planning will recover the cost from colonizer and deposit 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/UH BVNL/DH BVNL. Haryana and complete the same before obtaining completion certificate for the colony.
- viii) No EDC would be recovered from the EWS/LIG categories of allottees.

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- c) 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 completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.
- d) That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, 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 buildings will be got constructed by the colonizer within a time period of three years from the date of grant of licence.

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- e) That the owner shall be individual as well as jointly be responsible for the Individual plan of licenced area as well as total combined plans of the licenced area as a whole.
- f) That the owner shall complete the internal development works within two Years of the grant of the licence.
- g) That the owner 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 these rates, schedule, terms and conditions of External Development charges 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 the rates, schedule and terms and conditions so determined by the Director along with interest from the 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 provisions of Zoning plan of the site, conform to the building bye laws and regulations in force in the area and shall in addition be governed by the NBC with regard to light and ventilation, structural safety, sanitary requirements and circulation (vertical & horizontal) standards.

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- (iii) That the owner shall furnish the layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Gurantee equal to 25% of the total cost of the development works (both for internal & external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of License.
- (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 & WC.
- v) That in case of Group Housing the owner shall deposit 30% of the amount to be realized by him from flat holders from time to time within 10 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 and construction works in the colony.
- vi) 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, the owner shall at his own cost construct the primary-cum- nursery school, community buildings/dispensary and first aid center 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 center buildings/dispensary and first aid center in which case the government shall be at liberty to transfer and conditions as it may lay down.

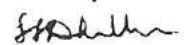
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No third party rights will be created without obtaining the prior permission of the Director, Town & Country Planning , Haryana, Chandigarh.

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

- h) The Owner shall deposit infrastructure development charges at the rate of Rs. 625/- per sq. Mtr. For the group housing area measuring 19. 66916 acres and @ Rs. 1000/- per Sq. mtr. on commercial component of 0. 09884 acres for the total flatted area of the colony. The first installment of the infrastructure development charges would be deposited by the owner within 60 days of grant of license and the second installment to be deposited within 6 months from the date of grant of licence.

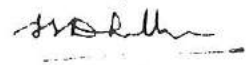



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- i) That the owner shall carry out at his own expense any other works which the director may think necessary and reasonable in the interest of proper development of the colony.
- j) That the owner shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing 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 license granted.
- k) That without prejudice to any thing 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 treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till completion of external sewerage system by HUDA and make own arrangement 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 cases and notwithstanding the waiver of the 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 Regulations of Urban Areas Act 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended upto 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" herein before used shall include his heirs, legal representatives, and successors and permitted assignees.

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- 6 After the Layout Plans and development works or part thereof in respect of the group Housing colony or part thereof has 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 the 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 the bank guarantee 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 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 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]
J.N. Yadav 870 Sh. H.S. Yadav
B-101, Bahawalpur Aptd.
Plot No 32, Sec. 6
Dwarka, New Delhi 110025

[Signature]
OWNER

2

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

[Signature]
Manchand
(Gian Chand)
% B.P.C. P.H. Chd.

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

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FORM LC-IV A
(See rule 11 (1) (h))

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Bilateral Agreement by owner of land intending to set up a Group Housing Colony

This Agreement has made on this 2nd day of November 2007 between

1. Mr. Ashok Solomon S/o Late Sh. E.H. Solomon
R/o 44, Golf Links, New Delhi-110003.
2. Mrs. Sukendra W/o Mr. Ramesh
R/o A-1/123, Janakpuri, New Delhi
3. Mr. Tara Chand S/o Sh. Raja Ram & Smt. Sushama W/o Sh. Tara
Chand R/o 7/10, Extention, Safdarjung Enclave, New Delhi
4. Raj Kiran Pvt. Ltd.
5. Vidu Properties Pvt. Ltd.
6. Madhyanchal Leasing Ltd.

All above companies are having its. Registered Office at
A-11, Kailash Colony, New Delhi-110048.

All above companies and Individuals are through their Director and Attorney Mr. Ashok Solomon, director of M/s Chintels India Ltd. having its Registered Office at A-11, Kailash Colony, New Delhi-110048 (hereinafter called the "Owner") of the one part and the Governor of Haryana, acting through The Director, town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

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Whereas in addition to agreement executed in pursuance of the provisions of rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of 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 group housing colony on the land measuring 19.768 acres falling in the revenue estate of village Babupur, District Gurgaon.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner:-

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 to Form LC- IV and on the fulfilment of the conditions of this Bilateral agreement, the owner, his partners, legal representatives, 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:-

(a) That in case of group housing adequate accommodation shall be provided for for domestic servants and other services Population of economically weaker section 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 square feet, which will cater to the minimum size of the room along with bath and water closet.

(b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structure safety, fire safety, sanitary requirements and circulation (vertical and horizontal)

(c) 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 his own cost construct the primary-cum-nursery school, community buildings/ 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 and thus set apart for primary-cum-nursery school, community centre buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any "person or

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institution including a local authority on such terms and conditions as it may lay down

No third party right shall be created without obtaining the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community building within a period of three years from the date of grant of licence.

(d) (i) That the owners undertakes to pay proportional external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.

(ii) That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the licence 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 the date of grant of licence.

(e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats/ plot holders @ Rs. 938975/- per gross acre which is a tentative charges only for construction of a portion of the total community buildings.

(f) That the owner shall ensure that the flats/ dwelling units are sold/ leased/ transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983

(g) That the owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

(h) That the responsibility of the ownership of the common area and facilities as well as their management, and maintenance shall continue to vest the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

(i) 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 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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(j) That the owner shall deposit 30% of the amount realized by him from the flat holders from time to time within ten days of the realization in a separate accounts to be maintained in the Schedule 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

(k) 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 plotted/ group housing 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.

(l) That the owner shall deposit I.D. charges @ Rs. 625/- per square meters for Group Housing area & Rs. 1000/- Per Sq. Mtr. for Common area of the colony in two equal installments. The first installment of the I.D. charges would be deposited by the owner within sixty days from the date of the grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service shall carry an interest @. 18% (simple) per annum for the delay in the payments of installments.

(m) 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.

(n) That the owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections categories, and the area of such a flats shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/ flats in that particular area in the following manner:-

(i) That for the allotment of the flats the owner shall invite applications through open press from eligible member of economically weaker section categories, as defined by the State Government/ Housing Board, Haryana. The owner shall also announce the tentative number of flats, its price along with sizes available for such sale.

(ii) That if the number of applications exceed the number of flats, the allotment shall be made through the method of lottery/ draw, by the owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.

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(iii) That the owner while calling the applications for the allotment of economically weaker section/ lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration / earnest money

(o) 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.

Further the owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:

(a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;

(b) a minimum of 15% in case of economically weaker section/ lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;

(c) The owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;

(d) After the layout plans and development works or part [hereof 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 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 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 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof as the case may be, for a period of 5 years from the date of issue of the completion certificate under rule-16 or earlier in case the owner is relieved of the responsibility 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.

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(e) 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 within thirty days on demand.

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(f) That the owner shall make arrangement for Water Supply; sewerage, drainage etc to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.

2.) Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules; then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, 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 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.

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- 4) The Stamp duty and registration charges on this deed shall be borne by the owner.
- 5) The expression the "Owner" hereinbefore used/ shall includes his heirs, legal representatives, successors and permitted assignees.
- 6) That any other condition which the Director may think necessary in public interest can be imposed.

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

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WITNESSES

Signature

- 1) *J.N. Yadav*
J.N. Yadav 870 St. H.S. Yadav
B-101
Plot - 30, Sec - 6
Dwarka, New Delhi - 110048
Name
Date
Address of the owner
Ashok Solomon
A-11, Kailash Colony, New Delhi-110048

- 1) *Gian Chand*
(Gian Chand)
20 D.P.C.P. H. Chd.

Signature

Name
Date
Designation
DIRECTOR

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

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