

PA KESH NADLA
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Land base
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LC-IV

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

This agreement made on 18 day of June, 2008 (Two Thousand Eight) between 1) M/s Vatika Landbase Pvt Ltd, 2) M/s. Buzz Technologies Pvt Ltd, 3) M/s Wonder Developers Pvt Ltd, 4) M/s Browz Technologies Pvt Ltd, 5) M/s Avon Buildtech Pvt Ltd, 6) M/s Harinsh Construction Pvt Ltd, 7) M/s Shivam infratech Pvt Ltd, 8) M/s Spear Developers Pvt Ltd, 9) M/s Mark Buildtech Pvt Ltd, 10) M/s Onkareshwar Properties Pvt Ltd, 11) M/s. Spring Buildcon Pvt Ltd, 12) M/s Pegasus Developers Pvt Ltd, 13) M/s Pegasus Infrastructure Pvt Ltd, 14) M/s. Crazy Properties Pvt Ltd, 15) M/s. Crazy Land and Housing Pvt Ltd, 16) M/s. Sahar Land and Housing Pvt Ltd, 17) M/s. Shiv Ganesh Pvt Ltd, 18) Sh. Sanjay S/o Khem Chand. having their corporate office at Vatika Triangle Sushant Lok-1, Block-A, Gurgaon. through its authorized signatory (hereinafter called the "Owner") of the One Part and the Hon'ble Governor of Haryana acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the Other Part.

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WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into 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 the grant of Licence is that the Owner shall enter into an agreement

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For VATIKA LIMITED

Authorised Signatory

[Signature]

for carrying out and completion of development works in accordance with the Licence finally granted for setting up of a residential plotted colony on the land measuring 182.796 acres falling in the revenue estate of village Sihi, Shikhopur & Sikandarpur Badha, know known as Sector-82, 82 A, 83 & 85, Tehsil and Distt Gurgaon

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration the Director agreeing to grant Licence to the Owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby covenants as follows:-
 - (a) That the Owner shall deposit thirty percent of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development Works in the colony.
 - (b) That the Owner undertakes to pay proportionate external development charges at per rate, schedule, terms and conditions hereto:-
 - i) That owner shall pay the proportionate external development charges at the tentative rate of Rs. 24.18 Lacs per gross acre for plotted area 175.956 acres & Rs. 121.85 lacs per acre for commercial area measuring 6.84 acres. 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 Licence or in eight equal six monthly installments of 12.5% each i.e.:-
 - a) First installment shall be payable within a period of 30 days from the date of grant of licence.
 - b) Balance 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.
 - ii) The E.D.C rates are under review and are likely to be finalized soon. In the event of increase in E.D.C rates the colonizer shall pay the enhanced amount of E.D.C and the interest on installments from the date of grant of Licence and shall furnish the Additional Bank Guarantee, 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 EDC and only thereafter the grant of completion certificate would be considered.
 - iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in the payment of installments on

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For VATIKA LIMITED

Authorised Signatory

the due date an additional interest of 3% per annum (making the total payable interest 18% (simple) per annum would be chargeable.

- 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 the completion of four years 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 H.V.P.N. If they fail to provide electric connection from H.V.P.N the Director, Town & Country Planning will recover the cost from the colonizer and deposit it with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of 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/UHBNL/DHBNL, 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.
- (c) That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of Licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director along with interest from the date of grant of Licence.
- (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 completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility when the Owner shall transfer all such road, open spaces, public parks, public health service 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 Govt. 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.

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For VATIKA LIMITED

Authorised Signatory

* No third party/subsequent rights will be created without obtaining the prior permission of the DTCP.

* All the community buildings will be got constructed by the colonizer within time period so specified by the Director.

- (f) That the Owner shall individually as well as jointly be responsible for the individual plan of license area as well as total combined plans of the licensed areas as a whole.
- (g) That the Owner shall complete the internal Development Works within two years of the grant of Licence.
- (h) That the Owner shall deposit an amount of Rs. 500/- for plotted and Rs. 1000/- for Commercial area on account of infrastructure development charges through bank draft in favor of Director, Town & Country Planning, Haryana, payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of Licence and the second installment to be deposited within six months from the date of grant of Licence falling which 18% p.a. interest will be levied.
- (i) That the Owner shall carry out at this own expenses any other works which the Director may think necessary and reasonable and 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 colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the Licence granted.
- (k) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the Rule shall be binding on the Owner.
- (l) That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal of give the requisite land.
- (m) That the owner shall permit the Director or any other Officer authorized by him in his behalf to inspect the execution of the layout and the development works in the Colony and the Colonizer shall carry out all the 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.
- (n) That without prejudice to anything contained in this agreement, all the provisions contained in Act and the Rules shall be binding on the Owner.

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Rohini
H.A. (HQ)

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DTGP (HR)
Rohini

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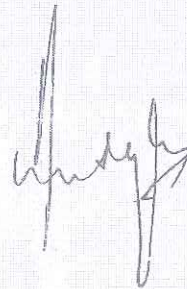
For VATIKA LIMITED

Authorised Signatory

2. Provided always and it is hereby agreed that if the Owner commits any breach of terms and conditions of this Agreement or Bilateral Agreement or violates any provisions of the Act or Rules, then and in any such case and notwithstanding the waiver of any previous clause of 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 provide in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation Urban Area Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favor the Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "the Owner" hereinbefore herein before used shall include his heirs, legal representatives, successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the colony of part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on as 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 colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rules 16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

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IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES :

1. Balwant Singh
GD.
To DCEP Hrchd.

A. Nagalia
(Authorised Signatory)
For and on behalf of

- 1) M/s Vajika Landbase Pvt Ltd,
- 2) M/s Buzz Technologies Pvt Ltd,
- 3) M/s Wonder Developers Pvt Ltd,
- 4) M/s Browz Technologies Pvt Ltd,
- 5) M/s Avon Buildtech Pvt Ltd,
- 6) M/s Harinash Construction Pvt Ltd,
- 7) M/s Shivam Infratech Pvt Ltd,
- 8) M/s Spear Developers Pvt Ltd,
- 9) M/s Mark Buildtech Pvt Ltd,
- 10) M/s Onkareshwar Properties Pvt Ltd,
- 11) M/s Spring Buildcon Pvt Ltd,
- 12) M/s Pegasus Developers Pvt Ltd,
- 13) M/s Pegasus Infrastructure Pvt Ltd,
- 14) M/s Crazy Properties Pvt Ltd,
- 15) M/s Crazy Land and Housing Pvt Ltd,
- 16) M/s Sahar Land and Housing Pvt Ltd,
- 17) M/s Shiv Ganesh Buildtech Pvt Ltd,
- 18) Sh. Sanjay S/o Khem Chand.

VETTER
Shahar
2.A. (HQ)

2. VINAY GULATI
601, Harinagar Nagar
Zirakpur

Director
Town and Country Planning,
Haryana, Chandigarh.
Director
Town & Country Planning, Amritsar
Haryana, Chandigarh

For and on behalf of the Governor of Haryana

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

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FORM LC-IV

AGREEMENT BY THE OWNERS OF LAND INTERENDING TO SET
UP RESIDENTIAL PLOTTED COLONY

This Agreement is made on this ^{15th} day of SEPTEMBER, 2010.

BETWEEN

- 1) M/s Vatika Limited 2) M/s Blossom Properties Pvt. Ltd. 3) M/s Kiet Developer Pvt. Ltd. 4) M/s Buzz Estate Pvt. Ltd. 5) M/s Wonder Developers Pvt. Ltd. 6) M/s Avon Buildtech Pvt. Ltd. 7) M/s Spring Buldcon Pvt. Ltd. 8) M/s Browz Technologies Pvt. Ltd. 9) M/s Sarved Buildcon Pvt. Ltd. 10) M/s Shivganesh Buildtech Pvt. Ltd. 11) M/s Mark Buildtech Pvt. Ltd. 12) M/s Mapsko Builders Pvt. Ltd. 13) M/s Sahar Land & Housing Pvt. Ltd. 14) M/s Pegasus Infrastructure Pvt. Ltd. 15) M/s Crazy Properties Pvt. Ltd. 16) M/s Allied Photographic Pvt. Ltd. 17)

WETTED

A. (HQ)

DTCP (HR)

CHD

For VATIKA LIMITED

Authorized Signatory

M/s Calida Developers Pvt. Ltd. 18) M/s Casper Developers Pvt. Ltd. 19) Sh. Daljit S/o Sh. Tarachand. 20) Vikram S/o Sh. Daya Ram. 21) Smt. Santra Davti D/o Sh. Ganpat. 22) Sh. Ram Kumar S/o Sh. Manshukh. 23) Sh. Ratan S/o Sh. Kakahman, Smt. Sawat, Leeta D/o Lakshman 24) Sh. Kalu Ram S/o Sh. Dharam Pal. 25) Sh. Satbir, Sh. Dharambir, Sh. Jaswant, Sh. Ved Parkash S/o Sh. Chiranji Lal, in collaboration with M/s Vatika Ltd., having its registered office at Vatika Triangle, Luthat Lok I, Gurgaon through their authorized signatory Mr. Gautam Bhalla, DMD of Vatika Ltd. on one part

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the Director) of the Other Part

WHEREAS the Owner is in possession of the land mentioned in the Annexure hereto for the purpose of covering it into a Residential plotted colony.

AND WHEREAS under rule 11 of the Haryana Development and Regulations 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 Residential Plotted Colony on the land measuring 98.781 acres falling in Revenue estate of Village Sihi, Sikanderpur Badha, Shikhopur Sector 82, 82-A, 83 and 85 District, Gurgaon, Haryana.

DTCP (HR)
C.D.

For VATIKA LIMITED

Authorised Signatory

NOW THIS DEED WITNESSETH AS FOLLOWS:

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

- a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in a schedule Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development works in the colony.
- b) That the Owner undertakes to pay proportionate External Development Charges as per rate schedule terms and conditions here to:

- i. That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs. 62.48 lacks per acre for plotted area measuring 68.261 acres & Rs. 291.54 lacks per acre for commercial area measuring 2.52 acre and 247.89 lacks per acre for group housing area measuring 28.0 acres. 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 licence, or in 10 (Ten) equated six monthly installments of 10% each i.e.:

DTCP (HR)

For VATIKA LIMITED
Authorised Signatory

- a. First Installment shall be paid 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.
- ii. The EDC rates are under review are likely to be finalized soon. In the event of increase rates the colonizer shall pay the enhanced amount EDC and the interest on installments from the date of grant of licence and shall furnish additional BGs, if any, on enhanced EDC rates.
- iii. In case the colonizer asks for the completion certificate before the payment of External Development Charges they would have to first deposit the entire of EDC and only thereafter the grant of completion certificate would be considered.
- iv. The unpaid amount of External Development Charges 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% simple (per annum) would be chargeable up to a period of three months and an additional three months with the permission of DTCP.
- v. In case, the Haryana Urban Development Authority executing external development works completes the same before the due date and consequently requires charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the Colonizer shall be bound to do so.

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for
D. A. (HQ)

For VATIKA LIMITED

Authorised Signatory

- vi. Enhanced compensation, on the land cost, if any, shall be payable extra as decided by Director from time to time.
- vii. The colonizer will arrange the electric connection from the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (HVPN). If the Owner fail to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the DTCP shall recover the cost from the Colonizer and deposit the same with Haryana Vidhyut Prasaran Nigam (HVPN). However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the Colonizer, for which the colonizer will be required to get the electrical (distribution) "services plan/estimates" approved from the agency responsible for installation of "external electrical service" i.e. HVPN / UHBVNL / DHBVNL, 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;
- c) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director, along with interest from the date of grant of Licence.

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For VAIKA LIMITED

Authorised Signatory

d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for the period of five years from the date of the issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility when the Owner shall transfer all such roads, open spaces, public parks, public health service free of cost to the Govt. 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 Govt. free of cost, the land set apart for schools, hospitals, community centers and other community building in which case the Govt. 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/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 time period so specified by the Director.

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 areas as a whole.

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For VATIKA LIMITED

Authorised Signatory

g) That the Owner shall complete the internal development works within Four years of the grant of the licence.

h) That the owner shall deposit infrastructure development charges @ Rs. 500/- per Sq.mtr. for permissible saleable Plotted area and @ Rs. 1000/- per Sq.mtr. for commercial area and Rs. 625/- per Sq.mtr. for the group housing area through Bank draft in favour of Director, Town & Country Planning, Haryana, payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges shall be deposited by the Owner within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in payment of installment.

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

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 accordance with the licence granted.

k) 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.

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For VATIKA LIMITED

Authorised Signatory

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

GROUP HOUSING FORMING INTEGRATED PART OF THE COLONY

- A) 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 of the Rules unless earlier relieved of this responsibilities, when the 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.
- b) That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance enhance charges, in any, in accordance with the rate, schedule and conditions so determined by the Director along with interest from the date of grant of licence.
- c) 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

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For VATIKA LIMITED
Authorised Signatory

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 Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it No third party/subsequently rights will be created without obtaining the prior permission of the DTCP.

All the communities buildings will be got constructed by the colonizer within a period of three years from the date of grant of licence. However, this three years period will exclude two months for submission of building plans and 90(ninety) days statutory period given for approval of building plans.

- d) That the Owner shall individually as well as jointly be responsible for the individual plan of licence area as well as total combined plans of the licensed areas as a whole.
- e) That the Owner shall complete internal Development Works within two years of the grant of licence.
- f) That all the building 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 regulation 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 and horizontal) standards.

LETTER
of 12/10/19
D.A. (19/10)

DTCP (HR)

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93/10/19

For VATIKA LIMITED
Authorised Signatory

- g) 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 licence.
- h) That in the case of group housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units and the area of such a unit shall not be less than 140 Sq. Feet which will cater to the minimum size of the room along with bath and water closet.
- i) 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 building/ 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 building/ dispensary and first aid center, 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

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D.A. (HQ)

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For VATIKA LIMITED

Authorised Signatory

(a) That the Owner shall individually as well as jointly be responsible for the individual plan of licence area as well as total combined plans of the licensed areas as a whole.

(f) That the owner shall deposit infrastructure Development Charges @ Rs. 500/- per Sq. mtr. For plotted area, Rs. 625 per sq. mtr. For group housing area, and Rs. 1000/- for Commercial area through bank draft in favour of Director Town & Country Planning, Haryana, payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of licence and the 11nd installment to be deposited within six months from the date of grant of licence failing which liable to pay @ 18% p.a for the same.

(k) That the Owner shall carry out at this own expenses any other works which the Director may think necessary and reasonable and in the interest of proper development of the colony.

(A) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

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G. Sharma
For VATIKA LIMITED
Authorised Signatory

plans and the development works in accordance with the licence granted.

(c) That without prejudice to anything contained in this agreement all provisions contained in the Act and the Rule shall be binding on the Owner.

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

2. Provided always and it is hereby agreed that if the Owner commits any breach of terms and conditions of this Agreement or Bilateral Agreement or violates any provisions of the Act or Rules, then and in any such case and notwithstanding the waiver of any pervious clause of 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 Urban Area Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favor the Director.

4. The stamp duty registration charges on this deed shall be borne by the Owner.

WETTED
R. Chopra
D. A. (HQ)

For VATKA LIMITED

For VATKA LIMITED

Authorised Signatory

5. The expression "the Owner" hereinbefore herein before used shall include his heirs, legal representative, successors and permitted assignees.
6. After the layout plans and development work or part thereof in respect of the Group housing colony of part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on as 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 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 colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rules 16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

RECEIVED
R. K. Chohan
D. A. (HQ)

DTCP (HR)
G.D.

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For VATIKA LIMITED
Authorised Signatory

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES

1. Vinay Gupta
1547, 2nd floor
Sec - 7-C, Chandigarh

Gautam Bhalla
GAUTAM BHALLA
(AUTHORISED SIGNATORY)

For and on behalf of;

1) M/s Vatika Limited 2) M/s Blossom Properties Pvt. Ltd. 3) M/s Kiet Developer Pvt. Ltd. 4) M/s Buzz Estate Pvt. Ltd. 5) M/s Wonder Developers Pvt. Ltd. 6) M/s Avon Buildtech Pvt. Ltd. 7) M/s Spring Buildcon Pvt. Ltd. 8) M/s Browz Technologies Pvt. Ltd. 9) M/s Sarved Buildcon Pvt. Ltd. 10) M/s Shivganesh Buildtech Pvt. Ltd. 11) M/s Mark Buildtech Pvt. Ltd. 12) M/s Mapsko Builders Pvt. Ltd. 13) M/s Sahar Land & Housing Pvt. Ltd. 14) M/s Pegasus Infrastructure Pvt. Ltd. 15) M/s Crazy Properties Pvt. Ltd. 16) M/s Allied Photographic Pvt. Ltd. 17) M/s Calida Developers Pvt. Ltd. 18) M/s Casper Developers Pvt. Ltd. 19) Sh. Daljit S/o Sh. Tarachand. 20) Vikram S/o Sh. Daya Ram. 21) Smt. Santra Davti D/o Sh. Ganpat. 22) Sh. Ram Kumar S/o Sh. Manshukh. 23) Sh. Ratan S/o Sh. Kakahman, Smt. Sawat, Leeta D/o Lakshman 24) Sh. Kalu Ram S/o Sh. Dharam Pal. 25) Sh. Satbir, Sh. Dharambir, Sh. Jaswant, Sh. Ved Parkash S/o Sh. Chiranji Lal,

2. Namra Asht
Suresh Kumar Asht
9/0 DTCO for Chd.

Director
Town & Country Planning,
Haryana Chandigarh.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

For VATIKA LIMITED
Shav
Authorised Signatory



LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A PLTTED COLONY

VETTED

D. A. (HQ)

This agreement made on 2nd day of JULY, 2011 (Two Thousand Eleven) between 1) M/s Vatika Limited 2) Calida Developers Pvt Ltd. 3) M/s Stanway Developers Pvt. Ltd. 4) M/s Mandell Developers Pvt. Ltd. 5) M/s Sarvad Builders Pvt. Ltd. 6) M/s Kiet Developers Pvt. Ltd. 7) Wonder Developers Pvt. Ltd. 8) M/s Casper Developers Pvt. Ltd. 9) Sh. Jagdish S/o Sh. Balbir, Sh. Samay Singh S/o Ameer Chand, Smt Suneeta Devi, Smt Pratibha Devi, Smt. Kela Devi D/o and Smt. Vidya Devi Wd/o Sh. Meer Singh, Sh. Kishan, Sh. Rajbir, Sh. Ranbir S/o Sh. Jagram, Sh. Atar Singh S/o Dalpat 10) Sh. Jeet Ram S/o Pratap Singh, Smt. Meena Devi W/o Virender Singh 11) Sh. Deendayal, Sh. Ram Kishore S/o and Smt. Manoj Kumari D/o Sh. Mahavir, Smt. Sona Wd/o and Rajkumar Sunil Kumar S/o Anil Kumar S/o Atar Singh 12) Sh. Shiv Narayan, Sh. Devender S/o Sh. Tara Chand, Sh. Surender, Sh. Jagat Singh, Sh. Bheem Singh, Sh. Lakshman S/o and Smt. Sheela Devi, Smt. Beena Devi D/o Sh. Santra Devi 13) Sh. Mahavir Singh S/o Sh. Ram Chander, Sh. Dheeraj S/o and Kumari Nisha D/o and Smt. Mamta W/o Sh. Bhawan Singh, Sh. Madanpal, Sh. Krishan Kumar and Smt. Omwati W/o Sh. Rajbir Singh, Sh. Jagmal S/o Sh. Hardev in collaboration with Vatika Limited., having its registered office at Flat No. 621-A, 6th Floor Devika Towers, Nehru Place, having their corporate office at 7th Floor Vatika Triangle Sushant Lok-1, Block-A, Gurgaon. through their authorized signatory Sh. Gautam Bhalla (hereinafter called the "Owner") of the One part and the Hon'ble Governor of Haryana acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

WHEREAS the Owner is in possession of or otherwise well entitled to the land mentioned in Annexure here to for the purposes of converting into residential colony.

DGT.CP (H.)

For VATIKA LIMITED

Authorised Signatory

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 laid down therein for the grant of License the Owner shall enter into a agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for setting up of a residential plotted colony on the land measuring 44.454 acres falling in the revenue estate of village Sihi, Sikandarpur Badha, Sikhopur known as sector - 82, 82A, 83 & 85, Tehsil and Distt. Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

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

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

(b) That the Owner undertakes to pay proportionate external development charges at per rate, schedule, terms and conditions hereto:-

i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 64.636 Lacs per gross acre for plotted area 42.672 acres & Rs. 301.851 Lacs per acres for commercial colony area measuring 1.778 acres. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lump-sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10.% each i.e.:-

a) First installment shall be payable 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.

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D. A. (HQ)

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

For VATRA LIMITED
Authorised Signatory

VETTED
D. A. (HQ)

- iii) In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire 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% (simple) per annum would be chargeable.
 - 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 the completion of four years 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 H.V.P.N. if the Owner fail to seek electric connection from H.V.P.N. the Director shall recover the cost from the Owner deposit the same with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPN/UBVNNL/DHVNL, 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.
- (c) That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the Owner shall be bound to pay the balance enhance charges, if any, in accordance with the rate, schedule and conditions so determined by the Director 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 the period of five years from the date of the issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this

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For VATIKA LIMITED
Authorised Signatory

responsibility when the Owner shall transfer all such road, open spaces, public parks, public health service 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 Govt. 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/subsequently rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the colonizer within time period so specified by the Director.

- (f) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.
- (g) That the Owner shall complete internal Development Works within four years of the grant of license.
- (h) That the Owner shall deposit an amount of Rs. 500/- for plotted and Rs. 1000/- for Commercial area on account of infrastructure development charges through bank draft in favor of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in payment of installment
- (i) That the Owner shall carry out at this own expenses any other works which the Director may think necessary and reasonable and 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 colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the license granted.

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

For VATIKA LIMITED

Authorised Signatory

(k) That without prejudice to anything contained in this agreement all provisions contained in the Act and the Rule shall be binding on the Owner.

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

2. Provided always and it is hereby agreed that if the Owner commits any breach of terms and conditions of this Agreement or violates any provisions of the Act and Rules, then and in any such case and notwithstanding the waiver of any pervious clause of 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 provide in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation Urban Area Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favor the Director.

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4. The stamp duty registration charges on this deed shall be borne by the Owner.

5. The expression "The Owner" hereinbefore herein before used shall include his heirs, legal representative, successors and permitted assignees.

6. After the development work in respect of the Residential Colony have been completed by the Owner in accordance with the approved plans and specifications and a completion certificate in respect thereof has been issued, the Director may on as 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 colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of completion certificate under Rules 16 or earlier in case, the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

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

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For VATIK LIMITED
Authorised Signatory

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date, month and the year first above written.

WITNESSES:

1. *[Signature]*
VIREN DHAR
M-113/SE, Blossom-II
Section-51, Gurgaon.

[Signature]
JE
90 DGT CP (HPI)
UND.

VETTED
[Signature]
D. A. (HQ)

[Signature]
Gautam Bhalla
(Authorized Signatory)
For and on behalf of

- 1) M/s Vatika Limited
- 2) M/s Calida Developers Pvt. Ltd.
- 3) M/s Stanway Developers Pvt. Ltd.
- 4) M/s Mandell Builders Pvt. Ltd.
- 5) M/s Sarvad Builders Pvt. Ltd.
- 6) M/s Kiet Developers Pvt. Ltd.
- 7) M/s Wonder Developers Pvt. Ltd.
- 8) M/s Casper Developers Pvt. Ltd.
- 9) Sh. Jagdish S/o Sh. Balbir, Samay Singh S/o Ameer Chand, Smt. Suneeta Devi, Smt. Pratibha Devi, Smt. Kela Devi, D/o and Smt. Vidya Devi Wd/o Sh. Meer Singh, Sh. Kishan, Sh. Rajbir, Sh. Ranbir S/o Sh. Jagram Sh. Atar Singh S/o Dalpat
- 10) Sh. Jeet Ram S/o Pratap Singh, Smt. Meena Devi W/o virender Singh
- 11) Sh. Deendayal, Sh. Ram Kishore S/o and Smt. Monaj Kumari D/o Sh. Mahavir, Smt. Sonal W/o and Rajkumar, Sunil Kumar S/o Anil Kumar S/o Atar Singh.
- 12) Sh. Shiv Narayan, Sh. Devender S/o Sh. Tara Chand Sh. Surender, Jagat Singh, Sh. Bheem Singh, Sh. Lakshman S/o and Smt. Sheela Devi, Sh. Beena Devi D/o Sh. Santra Devi
- 13) Sh. Mahavir Singh S/o Sh. Ram Chander, Sh. Dheeraj S/o and Kumari Nisha D/o and Smt. Mamta W/o Sh. Bhawan Singh, Sh. Madanpal, Sh. Krishan Kumar and Smt. Omwati W/o Sh. Rajbir Singh, Sh. Jagmal S/o Sh. Hardev

2. _____

[Signature]
Director General
Town and Country Planning,
V-1, Hazratganj, Chandigarh
JE

For VATIKA LIMITED
[Signature]
Authorised Signatory