



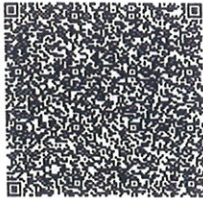
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL39352807296845R
Certificate Issued Date	: 16-Aug-2019 10:58 AM
Account Reference	: IMPACC (CR)/ dl796710/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL79671084256544040596R
Purchased by	: ERA RESORTS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ERA RESORTS PRIVATE LIMITED
Second Party	: DIRECTOR TOWN AND COUNTRY PLANNING HARYANA
Stamp Duty Paid By	: ERA RESORTS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### FORM LC-IV

This Non-Judicial Stamp Paper of Rs 100/- forms part and parcel of this "Agreement by The Owners of The Land Intending to Set up a Commercial Colony" entered between M/s Era Resorts Private Limited and The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana

For ERA Resorts Pvt. Ltd.

*Anne Tark*  
Director

*[Signature]*  
Director  
Town & Country Planning  
Haryana, Chandigarh

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shcliestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

**AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A  
COMMERCIAL COLONY**

This agreement made on the 16th day of Aug 2019

**Between**

**M/s Era Resorts Pvt. Ltd. (Hereinafter called the "Owner")**

**M/s Era Resorts Pvt. Ltd** a company registered under the Companies Act, 1956 and having its Regd. Office S-5, DDA Shopping Complex , Near Jeewan Anmol Hospital, Mayur Vihar Ph - 1, Delhi-110091(hereinafter called the "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Anil Malik



..... of the one part.

**AND**

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

.....of the other part.

Whereas the owner is in possession of or otherwise, well entitled to the land mentioned in the Annexure 'A' hereto for the purposes of developing and converting it into a Commercial 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 the license is that the owner shall enter into an agreement with Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Commercial Colony on land

**For ERA Resorts Pvt. Ltd.**

*Anil Malik*  
**Director**

*[Signature]*  
**Director**  
Town & Country Planning  
Haryana, Chandigarh



measuring 2.362 acres falling in revenue estate of Village Ghata, Sector 61, Golf Course Extn. Road District Gurugram Haryana.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the Director agreeing to grant license to the owner to set up the said Colony on the land mentioned in the Annexure 'A' hereto on the fulfillment of all the conditions as are laid down in the Rules 11 of Haryana Development and Regulation of Urban Areas Rules, 1976 the Owners, hereby covenants as follows:

1. That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto:
  - a) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 486.13 lacs per gross acre (Rs. 1148.2391 Lacs) for commercial colony. These charges shall be payable to Haryana Shohri Vikas Pradhikaran (HSVP) through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in <sup>12 (Twelve)</sup> Ten equal quarterly installments of ~~10%~~ each in the following manner :-
    - i. First installment shall be payable within a period of thirty days from the date of grant of licence.
    - ii. Balance ~~90%~~ <sup>11 (Eleven)</sup> in nine equal half yearly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 486.13 lacs per gross acre for commercial Colony, however at the time of grant of occupation certificate nothing will be outstanding as EDC.
  - b) For the grant of Completion Certificate, the payment of External Development Charges shall be prerequisite alongwith valid licence and Bank Guarantee.
  - c) The unpaid amount of EDC will carry an interest at a rate of 12% per annum (simple) 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 Director.
  - d) In case Haryana Urban Development Authority executes External Development Works before the final payment of EDC the Director General shall be empowered to call upon the Owner to pay the balance amount of EDC in the lumpsum even before the completion of license period and the Owner shall be bound to make the payment within the period so specified.

For ERA Resorts Pvt. Ltd.

*[Signature]*  
Director

*[Signature]*  
Director  
Town & Country Planning  
Haryana Chandigarh

- i) Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director General, from time to time.
- ii) The owners shall arrange the electric connection from outside source for Electrification of their commercial colony from Dakshin Haryana Bijli Vitran Nigam (DHBVN), if the Owner fails to seek electric connection from Dakshin Haryana Bijli Vitran Nigam (DHBVN), then the Director General shall recover the cost from the owners and deposit the same with the Dakshin Haryana Bijli Vitran Nigam (DHBVN). However, the installation of internal electricity distribution infrastructure as per peak load requirement of the commercial colony shall be the responsibility of the colonizer for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Dakshin Haryana Bijli Vitran Nigam (DHBVN) / Uttar Haryana Bijli Vitran Nigam Ltd. Haryana and complete the same before obtaining completion certificate for the commercial colony.
- iii) That the rates, schedules, terms and conditions of External development charges may be revised by the director, during the period of the license as and when necessary and the owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate schedule and the terms and conditions so determined by the Director.
- iv) That the Owners shall be responsible for the maintenance and upkeep of the commercial colony for a period of five years from the date of issue of Completion Certificate under Rule 16 of the Rules, unless either relieved of this responsibility.
- v) That the owner shall be individually as well as jointly be responsible for the development of the Commercial Colony.
- vi) That the owner shall complete the internal development works within initial validity of the grant of license.
- vii) That the owner shall deposit Infrastructure Development Charges of Rs. 1,67,28,275/- in two equal installments. The first installment of the service charges would be deposited by the owners within 60 days from the date of grant of license and the second installment within six months from the date of grant of license. The unpaid amount of service charges shall carry an interest @ 18 % (simple) per annum for the delay in payment of installment.

For ERA Resorts Pvt. Ltd.

*Anil Kumar*  
Director

*[Signature]*  
Director  
Town & Country Planning  
Haryana, Chandigarh



- viii) That the owner shall carry out, at his own expenses any other works which the Director may think necessary and responsible in the interest of proper development of the Colony.
- ix) That the owner shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- x) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and these Rules shall be binding on the Owner.
- xi) That the Owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.
2. Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any case and notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the owner.
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 Director.
4. The Stamp duty and registration charges on this deed shall be borne by the owner.
5. The expressions "the owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
6. After the layout and development works or part thereof in respect of the commercial colony or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have 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 Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under rule 16 or earlier in case the owners are relived of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the

For ERA Resorts Pvt. Ltd.

*Anil Kumar*

Director

*[Signature]*  
Director  
Town & Country Planning  
Haryana Chandigarh

Director in proportion to the payment of External Development Charges received from the Owner.

IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.



For ERA Resorts Pvt. Ltd.

*Anil Malik* Director  
Mr. Anil Malik

On behalf of the Owner/Developer  
(Authorized Signatory)

Witnesses:-

1. *Rakesh Yadav*  
Rakesh Yadav  
Sec-01, Gurugram  
Haryana

2. *Dr. J. K. Singh*  
C-50 Sec-56 St. II  
Gurugram  
Haryana

DIRECTOR

TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

Director  
Town & Country Planning  
Haryana, Chandigarh