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FORM LC - IV 29AA 657399

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

This agreement is made on the 3 day of At Gus , 2009 (Two Thousand Nine) between M/s Robin Software Pvt. Ltd., A-1, Udyog Nagar, New Rohtak Road, Peeragarhi, New Delhi and Sh. Sanjay Passi s/o Sh. B.L. Passi, 23, Prithyiraj Road, New Delhi (hereinafter called the "owner") of the 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 Annexure hereto for the purplese 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 the grant of licence is that the owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a Group Housing colony admeasuring 24.477 acres at Village Shikkhpur, Sector-77, Tehsil and District Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

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 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:-

That the owner shall deposit thirty percent of amount realised by him from flat holders from time to time within ten days of its realisation 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.

- b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto:-
 - That the owner shall pay the proportionate External Development charges at the tentative rate of Rs. 249.89 lacs per gross acre for Group Housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in ten equal half yearly installments of 10% each i.e.
 - a) First installment shall be payable within a period of 30 days from the date of grant of licence.
 - b) Balance 90% in Nine equal half yearly installments alongwith 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.249.89 lacs per gross acre for group housing colony.
 - The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalised soon.there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC.
 - iii) In case the coloniser 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 the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum simple) 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 complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.
 - vi) Enhanced compensation of land cost, if any, shall be payable extraas decided by Director from time to time.
 - vii) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. 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 "electric (distribution services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
 -). No E.D.C. would be recovered from the EWS/LIG categories of allottees.



- That the rates, schedules 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 rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the Local Authority as the case may be.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost schools, hospitals, community centres 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 centres 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 rights will be created without obtaining the prior permission of the DTCP.

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

- f) That the Owner shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- g) That the Owner shall complete the Internal Development Works within the two years of the grant of the licence.
- That all the 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 building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
- i) That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions given in clause 1(b) of this agreement.
 - i) That the owner shall furnish the layout plan of Group Housing Scheme alongwith the service plans/detailed estimates together with the bank guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under group housing scheme within a period of sixty days from the date of grant of licence.
 - ii) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath,+ W.C.

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- iii) That adequate educational, health, recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.
- (iv)That the Owner shall deposit Infrastructure Development Charges @ Rs.625/- per sq mtrs for group housing area and Rs.1000/- per sqm. for the 0.5% commercial component, in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.
- j). 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.
- k) That the Owner shall permit the Director or any other officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the coloniser 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.
- I) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the rules shall be binding on the owner.
- m) That the Owner shall give the requisite land for 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 or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.
- Provided always and 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 the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.
- 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 Rule, 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' hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
- After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed 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, 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 Rule 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.

IN WITNESS WHEREOF the Owner and the Director have signed this deed on the date and the year first above written.

WITNESSES:

1. Signature Jl. Sladme

Name Jl. Sladme

Date Address 13 h E-1

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Signature M/s. Robin Software Pvt. Ltd., A-1, Udyognagar, New Rohtak Road, Peeragarhi, New Delhi.

Sh. Sanjay Passi s/o Sh. B.L. Passi 23, Prithviraj Road New Delhi

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Signature Min hay F55 H Name () 7(7 P). Address — (1) (1)

Town & Country Planning
DIRECTOR Haryana, Chandigarh
TOWN & COUNTRY PLANNING Haryana
HARYANA, CHANDIGARH
For and on behalf of the Governor of
Euryana

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

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Certificate Issued Date

11-May-2013 11:21 AM

Account Reference

IMPACC (IV)/ dl716803/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL71680326305620790783L

Purchased by

MR SANJAY PASSI AND OTHERS

Description of Document

Article 5 General Agreement

Property Description

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Property Description

NA

Consideration Price (Rs.)

0

First Party

(Zero)

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MR SANJAY PASSI AND OTHERS

Second Party

DG TOWN AND COUNTRY PLANNING HARYANA

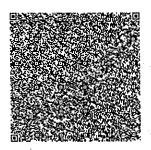
Stamp Duty Paid By

MR SANJAY PASSI AND OTHERS

Stamp Duty Amount(Rs.)

10

(Ten only)



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

This Agreement is made on this <u>D5 ¹ⁿ</u> day of <u>Augus 7</u>2013.

Between

Director General Town & Country Planning, Haryana, Chandigarh

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Statuatory Alert

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).

2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

Sanjay Passi S/o Sh. B.L. Passi, Robin Software LLP (formerly known as Robin Software Pvt. Ltd.) & Neemrana Developers Pvt. Ltd. C/o Emaar MGF Land Ltd. a company registered under the Companies Act, 1956 having its registered office at ECE House, First Floor, 28 KG Marg, New Delhi-01 (hereinafter referred to as "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 their authorized signatory namely Sh. Rakshit Jain S/o Col. (Retd.) S.N. Jain.

.....Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

.....Of the OTHER PART

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing 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 license is that the Owner /Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the additional land measuring 4.8 70 acres (in contiguous to earlier licensed area measuring 24.477 acres) falling in the revenue estate of Village Shikohpur Sector-77, Gurgaon Manesar Urban Complex, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-
 - 1a) That the Owner/Developer shall deposit 30% 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 that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
 - b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:
 - That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 234.63 Lacs per gross acres on the area measuring 4.870° acres of total Group Housing colony and Rs. 313.063 Lacs per gross acre on the area measuring 0.0243 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.
 - ii) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.

DG, FCP (HR)

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- Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 234.63 Lacs per gross acres on the area measuring 4.84545 acres of total Group Housing colony and Rs. 313.063 Lacs per gross acre on the area measuring 0.0243 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv) That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v) That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- vi) That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vii) In case the Owner/Developer 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.
- viii) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
- ix) In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/ Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i.e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- x) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- 1c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
 - The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut

DG. TCP (HR)

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- Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.
- 1e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.
- 1f) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon which the Owner/Developer 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.
- 1g) That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.
- 1h) No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.
- 1i) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.
- 1j) That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- 1k) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License
- 11) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
 - i. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
 - ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-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, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
 - iii. That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of licence.

DG, TCP (HR)

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- iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the 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 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- v. That in case of the said Group Housing Colony the Owner/Developer deposit 30% 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 that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works and construction works in the colony.
- vi. That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
- m) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter for Group Housing Component and Rs.1000/- per sq. meter for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- n) That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- o) That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- p) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
- q) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DG,TCP till the services are made available from the external infrastructure to be laid by HUDA.

Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate ay provisions of the Act or Rules, than in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.

- 3. Upon cancellation of the License under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of Director General.
- 4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land

DG, TCP (HR)

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Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

- 5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 6. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
- After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony 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 said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

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

WITNESSES:

1. Sushma Sharms Sushma Sharms # 2324 See -19-C ChandIgarh

2.

(Authorized Signatory)

- DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH

> FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

Director General Town & Country Planning, Haryana, Chandigarh