

Agreement Award



**Indian-Non Judicial Stamp
Haryana Government**



Date : 12/05/2020

Certificate No. GOL2020E415



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 64511215



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pegasus land And housing Private limited

H.No/Floor : 10/5

Sector/Ward : J

LandMark : Dlf phase ii mehrauli gurgaon rd

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85*****88



Buyer / Second Party Detail

Name : Governor of haryana Director town and country Planning haryana

H.No/Floor : 3

Sector/Ward : 18a

LandMark : Yojna bhawan madhya marg

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 89*****41

Purpose : Agreement LC IV

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FORM LC-IV

(See rule 11 of Haryana Development and Regulation of Urban Areas Rules, 1976)

Agreement by Owner/Developer of land intending to set up an affordable group housing colony

This agreement is made on the 1st day of August, 2020 between M/s Pegasus Land and Housing Private Limited, Company registered under the Companies Act, 1956 and existing under the Companies Act, 2013, having its corporate office at J-10/5, DLF Phase-II, Mehrauli-Gurgaon Road, Gurugram- 122022, Haryana, represented through its Authorised Signatory Mr. Manjeet duly authorized vide resolution dated: 20.03.2020 (hereinafter called the "Owner/Developer") 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/Developer is in possession of and/or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential Affordable Group Housing colony;

And Whereas under rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules"), one of the conditions for the grant of license is that the Owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up an

For Pegasus Land & Housing Private Limited

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

Affordable Group Housing colony on land area measuring 5.03403 Acres falling in the revenue estate of Village Hyatpur, Sector-93, Distt. Gurugram, Haryana.


NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in the said rule 11 by the Owner/Developer hereby covenants as follows: -

(A) That the Owner/Developer shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate account to be maintained in the Scheduled bank and that this amount shall only be utilized by the towards meeting the cost of internal development works and the construction works in the colony.

(B) That the undertakes to pay proportionate External development Charges (EDC) for the area earmarked for the Affordable Group Housing Colony, as per rate schedule, terms, and conditions hereto:

- i. That the Owner/Developer shall pay the proportionate EDC at the tentative rate of Rs. 1,04,09,600/- per acre (Rupees One Crore Four Lacs Nine Thousand Six Hundred only) for Affordable Group Housing Colony residential component and Rs. 4,86,13,444/- per acre (Rupees Four Crore Eighty Six Lacs Thirteen Thousand Four Hundred Forty Four only) 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 installments of 10% each.
- ii. First installment of 10% of the total amount of EDC shall be payable within the period of 30 days from the date of grant of license, balance 90% in nine equated six monthly installments along with interest at the rate of 12% p.a. which shall be charged on the unpaid portion of EDC. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iii. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by DTCP, Haryana.
- iv. That the Owner/Developer shall specify the detail of calculation per Sq. Mt./ per Sq.ft. which is being demanded from plot Owner/Developer on account of EDC/IDC, if being charge separately as per rates fixed by the government.
- v. That in the event of increase of 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 furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vi. 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 would be considered.
- vii. The unpaid amount of EDC will carry an interest at the rate of 12% p.a. (Simple) and in case of any delay in the payment in installments on the due date, an additional penal interest of 3% p.a. (making the total payable interest @15% p.a.) would be chargeable up to the period of three months and an additional three months with the permission of Director.


Director
Town & Country Planning
Haryana, Chandigarh

For Pegasus Land & Housing Private Limited


Authorized Signatory

viii. In case HUDA executes External Development works and the 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 lump sum even before the completion of license year i.e. four years and the Owner/Developer shall be bound to make the payment within period so specified.

(C) The pace of construction shall be at least in accordance with the sale agreement with buyers of the flats.

(D) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable group Housing Colony from the Haryana Vidyut Parsaran Nigam Limited (HVPNL). 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 HVPNL. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the said Affordable 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" and complete the same before obtaining completion certificate for the said Affordable group Housing colony.

(E) That the Owner/Developer shall responsible for the maintenance and up keep 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 unless earlier relieved of this responsibility, when the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.

(F) No third party right shall be created without obtaining the prior permissions of the DTCP, Haryana, Chandigarh.

(G) That the Owner/Developer shall construct all the community buildings within the period so specified by the Director from the date of grant of license.

(H) 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.

(I) That the Owner/Developer shall complete the Internal development works within Four years of the grant of license.

(J) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Colony, as per rate, schedule, terms and conditions given in clause I(B) of the agreement.

Director
Town & Country Planning
Haryana, Chandigarh

(K) That the rates, schedule, terms and conditions of EDC a 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 the accordance with the rates, schedule, terms and conditions determined by him along with the interest from the date of grant of License.

(L) That all the buildings to be constructed in the Affordable Group Housing Colony

For Pegasus Land & Housing Private Limited

Authorized Signatory

shall be with the approval of the competent authority and shall be in addition to provisions of the Zoning Plan of site, 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).

(M) That the Owner/Developer shall furnish layout plan of the Affordable Group Housing Scheme along with 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 Affordable Group Housing Colony within period of 60 days from the date of grant of license.

(N) That all the flats in the Affordable Group Housing shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance, whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.

(O) 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 Affordable Group Housing colony.


(P) That the Owner/Developer shall permit the Director, or any other officer authorised by him in this behalf to inspect the execution of the layout and the development works in the affordable group housing 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 development works in accordance with the licence granted.

(Q) 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.

(R) 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 arrangement for temporary disposable or give the requisite land. The Owner/Developer 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.

2. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause 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.


Director
Town & Country Planning
Haryana, Chandigarh

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 provisions to site in licensed land for transformers/ Switching Stations/ Electric Substations as per norms prescribed by the power utility in the Zoning Plan of the Project.

5. After the layout the layout and development works or part thereof in respect of the

For Pegasus Land & Housing Private Limited


Authorized Signatory

Affordable Group Housing colony or part thereof have been completed and a completion certificate in respect thereof 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 colony is taken in parts only the part of 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 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 external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner/Developer.


6. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

IN WITNESS WHERE OF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Pegasus Land & Housing Private Limited


Authorised Signatory

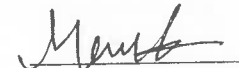
Witnesses:-


1. 
2. SUSHIL NAGAR, DAMDAMA ROAD
WARD NO. 3. SONNA DISTT. GURUGRAM
122103

Dated.....


The Owner/Developer
M/s Pegasus Land and Housing Pvt. Ltd.

Director
for & on behalf of the Governor of Haryana

1. 
2. UPO WAGHABAD
Sector 52 H.N. 1314
Gurugram


Director
Town and Country Planning,
Haryana, Chandigarh

For Pegasus Land & Housing Private Limited


Authorised Signatory

Agreement Award.



**Indian-Non Judicial Stamp
Haryana Government**



Date : 12/05/2020

Certificate No. GOL2020E418



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 64511462



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pegasus land And housing Private limited

H.No/Floor : 10/5

Sector/Ward : J

LandMark : Dlf phase ii mehrauli gurgaon rd

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85*****88



Buyer / Second Party Detail

Name : Governor of haryana Director town and country Planning haryana

H.No/Floor : 3

Sector/Ward : 18a

LandMark : Yojna bhawan madhya marg

City/Village : Chandigarh

District : Chandigarh

State : Haryana

Phone : 89*****41

Purpose : Agreement LC IV A

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website <https://egrashry.nic.in>

FORM LC-IV A

[See Rule 11(1)(h)]

**Bilateral Agreement by Owner/Developer of land intending to set up an
Affordable Group Housing Colony**

This agreement is made on the 1st August, 2020 between M/s Pegasus Land and Housing Private Limited, Company registered under the Companies Act, 1956 and existing under the Companies Act, 2013, having its corporate office at J-10/5, DLF Phase-II, Mehrauli- Gurgaon Road, Gurugram- 122022, Haryana, represented through its Authorised Signatory Mr. Manjeet duly authorized vide resolution dated: 20.03.2020 (hereinafter called the "Owner/Developer") 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 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 license, the Owner/Developer shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for setting up of an Affordable Group Housing

For Pegasus Land & Housing Private Limited

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

colony on the land area measuring 5.03403 Acres falling in the revenue estate of Village Hyatpur, Sector-93, Distt. Gurugram, Haryana.

And Whereas the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer:-

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this bilateral agreement, the Owner/Developer, 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/Developer hereunder covenanted by him as follows:
 - (a) That all the buildings to be constructed in the Affordable group housing Colony shall be with the approval of the competent authority and shall be in addition to provisions of the Zoning Plan of site, 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, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
 - (b) That the Owner/Developer undertakes to pay proportional external development charges (EDC) for the area earmarked for Affordable Group Housing scheme, as per rate, schedule and conditions of EDC mentioned in LC-IV.
That the rates, schedule and terms and conditions of external development charges 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 and terms and conditions determined by him along with interest from the date of grant of license.
 - (c) That the Owner/Developer 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 which shall be followed in letter and spirit.
 - (d) That the terms, Conditions and policy parameters as prescribed under the Affordable Housing Policy, 2013 as notified by the notification no. 48921 dated: 19.08.2013 amendments made thereafter and enclosed as Annexure-II to this agreement shall form integral part of this agreement and shall be read as part and parcel of this agreement.
 - (e) 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/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

For Pegasus Land & Housing Private Limited

Authorized Signatory

Director
Town & Country Planning
Haryana, Chandigarh

- (f) That the Owner/Developer 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/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.
- (g) That all the flats in the Affordable group housing Colony shall be allotted in one go within 4 months of sanction of building plans or environmental clearance, whichever is later, offered within validity period of 4 years of such sanction/clearance.
- (h) That the Owner/Developer 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 license granted.
- (i) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- (j) That the Owner/Developer 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 Affordable Group Housing Colony.
- (k) That the Owner/Developer shall receive the maximum price of allotment of flats which shall be of Rs. 4,000/- per Sq.ft. and Rs. 50,000/- for balcony in the following manners:
 - (i) That for the allotment of the flats the Owner/Developer shall invite applications for allotment through advertisement in the newspaper from the general public. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - (ii) That any person interested to apply for allotment of flats in response to such advertisement by the Owner/Developer may apply on the prescribed application form along with 5% amount of the total cost of the flat.
 - (iii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner/Developer after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within



For Pegasus Land & Housing Private Limited

[Signature]
Authorized Signatory

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Director
Town & Country Planning
Haryana, Chandigarh

the stipulated time period prescribed by the Owner/Developer.

- (iv) That the Owner/Developer shall allot upto 5% of the total number of flats as approved in the building plans to its employee/associates/friends/relatives, etc. subject to the disclosure of their names/addresses and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with the draw of the flats general category flats as stipulated in Section 5(ii)(b) of the Affordable Housing Policy, 2013.
- (l) That the Owner/Developer will make the scheme transparent. Advertisement will be given on two occasions at one week interval in one of the leading English National Daily and two Hindi newspaper having circulation of more than ten thousand copies in the state and should include details like allotment rate, schedule of payment, number of size of flats, payment schedule, etc. The advertisement shall also highlight the other essential requirements, terms and conditions as envisaged by the policy of the Government after it is approved by DTCP.
- (m) That the allotment will be done through draw of the lots in the presence of the committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services) Senior Town Planner (of the Circle office) DTP Gurugram and representative of the Owner/Developer concerned.
- (n) That the scrutiny of all the applications received as per the parameters prescribed in the policy shall be completed by the Owner/Developer under the overall monitoring of concerned DTP. The scrutiny of applications by the joint team of Owner/Developer and concerned DTP shall be completed as indicated in the advertisement on completion of above scrutiny. The concerned STP shall fix the date of draw of lots.
- (o) That the Owner/Developer will advertise the date of draw of allotment of flats in same newspaper and also the list of successful allottees along with waiting list of 25% of total number of flats shall be published in same newspaper.
- (p) That in case, the person/successful applicants does not remove the deficiencies, if any, in their application within the prescribed period of 15 days. Then in such a situation their claim shall stand forfeited. A waiting list for a maximum of 25% of the total number of flats available for allotment may also be prepared during the draw of flats who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days and on surrender of flat by any successful allottee, the amount that can be forfeited by the owner/developer in addition to Rs. 25,000/- ~~shall not exceed the~~ following:- *may be deducted by the Owner/developer.*

For Pegasus Land & Housing Private Limited

[Signature]
Authorised Signatory

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

Sr. No.	Particulars	Amount to be forfeited
1.	In case of surrender of flat before commencement of project	Nil
2.	Upto 1 year from the date of commencement of the project	1% of the cost of flat
3.	Upto 2 years from the date of commencement of the project	3% of the cost of flat
4.	After 2 years from the date of commencement of the project	5% of the cost of flat

- (i) That for unsuccessful candidates, refund of registration /booking money shall be made within 15 days from the date of draw, but the same shall be without interest. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/Owner/Developers till the process of allotment of successful allottees/applicants is completed as mentioned in the agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/Owner/Developer shall refund the same within a period of one month from receipt of the request without making any deductions/penalty. The waiting list shall be maintained for a period 2 years after which the booking amount shall be refunded back to the waitlisted applicants without any interest.

- (ii) If a person/applicant fails to deposit the instalments, he may be given 15 days time period from the date of Show cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled. In such cases also the amount that can be forfeited by the owner/developer in addition to Rs. 25,000/- shall not exceed the following:- may be deducted by the owner/developer, May

Sr. No.	Particulars	Amount to be forfeited
1.	In case of surrender of flat before commencement of project	Nil
2.	Upto 1 year from the date of commencement of the project	1% of the cost of flat
3.	Upto 2 years from the date of commencement of the project	3% of the cost of flat
4.	After 2 years from the date of commencement of the project	5% of the cost of flat

- (iii) That the Owner/Developer shall refund the earnest money to unsuccessful candidates along with normal interest of saving bank

For Pegasus Land & Housing Private Limited

Authorized Signatory

Director
Town & Country Planning
Haryana, Chandigarh


account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application along with earnest money and the Owner/Developer may adjust the interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.

- (q) That the allottee of flats shall not be allowed to further transfer the flats to any other person within a period of One year after getting the possession. The breach of this condition will attract penalty equivalent to 200% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation along with irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
- (r) The Colonizer can execute a plot/flat Buyer Agreement with the Allottee of Plot/Flat, but the same should be within the purview of the policy framed by the State Govt.
- (s) That the Owner/Developer 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/Developer or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
- (t) That the Owner/Developer 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:
- The overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (u) 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 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 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



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For Pegasus Land & Housing Private Limited


Authorized Signatory

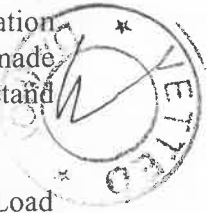

Director
Town & Country Planning
Haryana, Chandigarh

completion certificate under rule-16 or earlier in case the Owner/Developer 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/Developer.

- (v) 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/Developer 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/Developer will furnish an additional bank guarantee within thirty days on demand.
2. Provided always and it is hereby agreed that if the Owner/Developer 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 license granted to Owner/Developer.
3. Upon cancellation of the license 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/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 provisions to site in licensed land for 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. That any other condition which the Director may think necessary in public interest can be imposed.
7. 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 arrangement for temporary disposable or give the requisite land. The Owner/Developer 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.

For Pegasus Land & Housing Private Limited


Authorized Signatory



Director
Town & Country Planning
Haryana, Chandigarh

8. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.

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

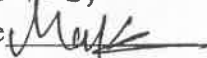
WITNESSES:

Signature: 

1 Signature 

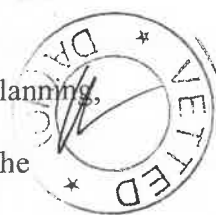
Name: Pegasus Land Housing Pvt. Ltd.

Address SUSHIL NAGAR, DAMAMA ROAD
WARD No. 3, SOHNA DISTT. GURUGRAM
122405


2 Signature 
Name Manoj Kumar

Designation Manager Liaison

Director
Town And Country Planning,
Haryana, Chandigarh
For and on behalf of the
Governor of Haryana





Director
Town and Country Planning,
Haryana, Chandigarh 

For Pegasus Land & Housing Private Limited


Authorised Signatory