



दिल्ली DELHI

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LC - IV

AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A COLONY

This AGREEMENT is made 3/8 day of January, 2008 (Two Thousand and Eight).

BETWEEN

Base Exports Private Limited, a company incorporated under the Companies Act, and having its registered office at 5-1, 2nd Floor, Back Portion, Shahpur Jat, New Delhi - 110 049, (hereinafter referred to as the '**Base**') (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Mr. Surender Kumar Verma.

AND

Aspirant Builders Private Limited, a company incorporated under the Companies Act, and having its registered office at 305, Kanchan House, Karampura Commercial Complex, New Delhi-110 015, (hereinafter referred to as the '**Aspirant**', which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Rajesh Garg.

VETTED

D.A. (NG)

[Signature]
D.T.C.P. Hr.

[Signature]
(SURENDER KUMAR)

[Signature]
(RAJESH GARG)

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Base experts p. 110

[Signature]

JANNA RAM LIC No. 15
The Hazzard Court

AND

Ornamental Realtors Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 108, New Rajdhani Enclave, Vikas Marg, Delhi-110 092, (hereinafter called "**Ornamental**" which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Surender Kumar Verma.

AND

BTVS Buildwell Private Limited, companies incorporated under the Companies Act 1956, having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110 017, hereinafter called the "**BTVS**" (which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Rajesh Garg.

AND

Adson Software Private Limited, companies incorporated under the Companies Act 1956, having its registered office at 108, New Rajdhani Enclave, Vikas Marg, Delhi-110092, hereinafter called the "**Adson**" (which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Surender Kumar Verma.

.... of the First Part.


AND

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "**DIRECTOR**") of the Other Part.

WHEREAS the Owners are in possession of the land mentioned in **Annexures** hereto and applied for the purpose of converting and developing it into Group Housing Residential Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owners shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony at Village Behrampur, Tehsil Sohna, District Gurgaon, Haryana.


D.T.C.P. Hr.


(SURENDER KUMAR VERMA)


(RAJESH GARG)

NOW THIS DEED WITNESSETH AS FOLLOWS:

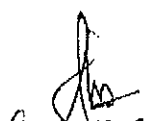
1. In consideration of the Director agreeing to grant license to the Owners to set up the said group housing colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owners, hereby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

- a) That the Owners shall deposit thirty percent of the amount realized by them from flat 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 be utilized by the Owners towards meeting the cost of Internal Development Works in the Group Housing Colony.
- b) That the Owners undertake to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto :
- i) That the Owners shall pay the proportionate External Development Charges at the tentative rate of Rs. 104.44 lacs per gross acre for Group Housing Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lump-sum within 30 days from the date of grant of License or in eight equal six monthly installments of 12.5% each i.e.
 - a) First installment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.
 - b) Balance 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.104.44 lacs per gross acre for Group Housing Colony.

VETTED
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- ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan-2021 are being finalized. There is likelihood of some substantial increase in the EDC rates. The colonizer shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of License and shall furnish 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 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 15% 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 18% per annum) would be chargeable upto a period of 3 months and additional 3 months with the permission of DTCP.


D.T.C.P. Hr.


(SURENDER KUMAR
L.R.M.A.)

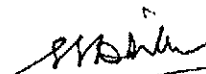
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(RASGHANAI)

- v) In case, Haryana Urban Development Authority (HUDA) executes external development works and 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 Haryana Vidyut Prasaran Nigam (HVPN). If they fail to provide electric connection from HVPN the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan estimates" approved from the agency responsible for installation of 'external electrical services', i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.
- viii) No EDC would be recovered from the Economically Weaker Section (EWS)/Lower Income Group (LIG) categories of allottees.
- c) That the Owners 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 Owners shall transfer all such roads, open spaces, public parks; public health services free of cost to the Govt. or the Local Authority as the case may be.
- d) That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals community centers and other community building 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 buildings will be got constructed by the colonizer within a time period of three years from the date of grant of licence.

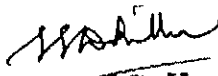

D.T.C.P. Hc.


(S. K. D. K. VERMA)


(RAJESH CHANDRA)

- e) - That the owners 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 area as a whole.
- f) - That the owners shall complete the Internal Development Works within two years of the grant of License.
- g) - That the owners undertake to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in Clause-1 (b) of the agreement.
- i) - That these rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the Owners shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule, terms and conditions so determined by the Director along with interest from the date of grant of license.
- ii) - That all buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of site, conform to the building bye-laws and regulation in force in the area and shall in addition be governed by the National Building Code (NBC) with regard to light and ventilation, structural safety, sanitary requirements and circulation (vertical and horizontal) standards.
- iii) - That the owners 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 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.
- iv) - That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room alongwith bath and WC.
- v) - That in case of Group Housing the owners shall deposit 30% of the amount realized by them from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the owners towards meeting the cost of internal development works and construction works in the colony.

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D.T.C.Hr.


(SURINDER KUMAR
VERMA)


(RAJESH GARG)

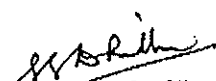
- vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided, the owners shall at their own cost construct the primary-cum-nursery school, community buildings/ dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the government at any time free of cost land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre in which case the Govt. shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.


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

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

- h) - The owners shall deposit infrastructure development charges @ Rs. 625/- per sq. mtr for the group housing area measuring 17.46225 acres and @ Rs. 1000/- per sq. mtrs for the 0.5% commercial component of measuring 0.08775 acres for the total area of the colony. The first installment of the infrastructure development charges would be deposited by the owners 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.
- i) - That the Owners 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 Owners shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plan 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 Owners.
- l) - That the Owners shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

RETTED
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D.T.C.P. Hr.


-6-
(SURENDER KUMAR
VERMA)


(RAJESH SARKS)

2. ✓ Provided always it is hereby agreed that should the Owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to him.
3. ✓ Upon cancellation of the license under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
4. ✓ The stamp duty and registration charges on this deed shall be borne by the owners.
5. ✓ The expression "the owners" hereinbefore 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 Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the Owners, 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 one fifth amount shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or the part thereof, as the case may be for a period of five years from the date of issue of completion certificate under Rule 16 or earlier in the case the owner is relieved of the responsibilities in this behalf by the Govt. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payments of the External Development Charges received from the Owners.

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D.T.C.P. Hr.

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(SURENDER KUMAR
VERMA) 7-

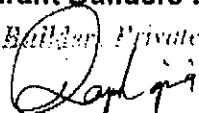
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(RAJESH GARG)

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

For Base Exports Pvt. Ltd.
Base Exports Private Limited


Director/Authorized Signatory

For Aspirant Builders Pvt. Ltd.
Aspirant Builders Private Limited


Director/Authorized Signatory
Authorized Signatory / Director

For Ornamental Realtors Pvt. Ltd.
Ornamental Realtors Private Limited


Director/Authorized Signatory / Director

For BTVS Buildwell Pvt. Ltd.

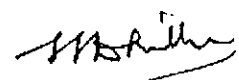

Director/Authorized Signatory

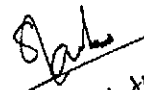


For Adson Software Pvt. Ltd.
Adson Software Private Limited


Director/Authorized Signatory / Director

WITNESSES:

- M. Asim*
1. Mohd Aslam S/o Mohd Aslam
A-4, GH 30 MCD Sec 5 PKL
2. Abbal Singh Rawat
H.No 3730, Sec 25 Chcl


Director
Town & Country Planning,
Haryana, Chandigarh.

1. 
2. 
3. 

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

For Base Exports Pvt. Ltd.
Base Exports Private Limited

Director/Authorized Signatory

For Aspirant Builders Pvt. Ltd.
Aspirant Builders Private Limited

Director/Authorized Signatory
Authorized Signatory / Director

For Ornamental Realtors Pvt. Ltd.
Ornamental Realtors Private Limited

Director/Authorized Signatory

For BTVS Buildwell Pvt. Ltd.

Director/Authorized Signatory

For Adson Software Pvt. Ltd.
Adson Software Private Limited

Director/Authorized Signatory

WITNESSES:

1. Mohd ASlam S/o Mohd ASlam
A-4, GH 30 MCD Sec 5 PKC
2. Abbal Singh Rawat
H.No 3730, Sec 25 Chd

Director
Town & Country Planning,
Haryana, Chandigarh.

1. [Signature]
[Signature]
[Signature]



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12AA 423799

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

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

This **AGREEMENT** is made 31st day of January, 2008 (Two Thousand and Eight).

BETWEEN

Base Exports Private Limited, a company incorporated under the Companies Act, and having its registered office at 5-1, 2nd Floor, Back Portion, Shahpur Jat, New Delhi - 110 049, (hereinafter referred to as the "**Base**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Mr. Surender Kumar Verma.

AND

WITNESSES
[Signature]
D.A.

Aspirant Builders Private Limited, a company incorporated under the Companies Act, and having its registered office at 305, Kanchan House, Karampura Commercial Complex, New Delhi-110 015, (hereinafter referred to as the "**Aspirant**", which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Rajesh Garg.

[Signature]
D.T.C.P. Hr.

[Signature]
SURENDER KUMAR VERMA

[Signature]
RAJESH GARG

18 SEP 2007

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Base Expenses

P-Ltd

DL

RAM LIC No. 194

Client

AND

Ornamental Realtors Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 108, New Rajdhani Enclave, Vikas Marg, Delhi- 110 092, (hereinafter called "**Ornamental**" which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Surender Kumar Verma.

AND

BTVS Buildwell Private Limited, companies incorporated under the Companies Act 1956, having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi- 110 017, hereinafter called the "**BTVS**" (which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Rajesh Garg.

AND

Adson Software Private Limited, companies incorporated under the Companies Act 1956, having its registered office at 108, New Rajdhani Enclave, Vikas Marg, Delhi- 110092, hereinafter called the "**Adson**" (which shall mean and include its successors, administrator, attorney, nominees and permitted assigns), represented herein by its Authorized Signatory, Mr. Surender Kumar Verma.

.... of the **FIRST PART**.

AND

The **GOVERNOR OF HARYANA**, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "**Director**") of the **OTHER PART**.

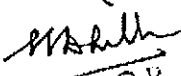
Whereas in addition to Agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulations of Urban Areas Rules, 1976 (hereinafter referred to as the "**Rules**") and the conditions laid down therein for grant of license, the owners shall enter into a Bilateral Agreement with Director for carrying on and completion of development works in accordance with the license finally granted for setting up of a Group Housing Colony on the land admeasuring 17.55 Acres falling in the revenue estate of village Behrampur, Tehsil Sohna, District Gurgaon (Haryana).

VETTED
D.A. (HQ)

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owners.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant license to the Owners to set up the said group housing colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the Owners, their partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the Owners hereunder covenanted by them as follows: -


D.T.C. Officer


(SURENDER KUMAR VERMA)

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(RAJESH GARG)

- a. ✓ That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- b. ✓ That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code (NBC) with regard to the interse distances between various blocks, structure safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- c. . That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the Owners.
The Owners shall at their own cost construct the primary-cum-nursery school, community buildings/ dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer, to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.

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

- d. ✓ (i) . That the Owners undertake to pay proportional external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.
- (ii) . That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the licence period as and when nursery and the Owners 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 date of grant of licence.
- e. ✓ That the Owners shall not be allowed to recover any amount whatsoever on account of internal community building from the flats/ plot holders @ Rs. 928975/- Per gross acre which is a tentative charges only for construction of a portion of the total community buildings.

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D.A. (HQ)

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D.T.C.P. Hr.

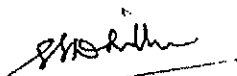
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(SURENDER KUMAR)
14.12.2011


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[Signature]
(RANESH KARR)

- f. That the Owners shall ensure that the flats/ dwelling units are sold/ leased/ transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- g. That the Owners shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- h. That the responsibility of the Ownership of the common area and facilities as well as their management; and maintenance shall continue to vest the colonizer till such time the responsibility is transferred to the Owners of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- i. That the Owners 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 Owners shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- j. That the Owners shall deposit 30% of the amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owners towards meeting the cost of internal development works and construction works in the colony.
- k. That the Owners shall permit the Director or any other officer authorized by them in this behalf to inspect the execution of the layout and the development works the plotted/ group housing colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- l. That the Owners shall deposit infrastructure development charges @ Rs.625/- per sq. mtr for group housing area measuring 17.46225 acres and @ Rs.1000/- per sq. mtr. for the 0.5% commercial component measuring 0.08775 acres for the total area of the Colony. The first installment of the infrastructure development charges would be deposited by the Owners within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence.
- m. That the Owners 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.
- n. That the Owners shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections categories, and the area of such a flat shall not be less than 200 sq. feet or otherwise approved. These flats shall be allotted on the basis

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 12/12/17
 12/12/17


 D. T. CHAUDHARY


 (S. R. KUMAR
 12/12/17)

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 (RAJESH KUMAR)

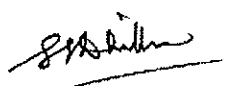
of the price charged by the Haryana Housing Board for such sizes/ flats in that particular area in the following manner: -

- (i) That for the allotment of the flats the Owners shall invite applications through open press from eligible member of economically weaker section categories, as defined by the Stat Government/ Housing Board, Haryana. The Owners shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/ draw, by the Owners after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owners.
 - (iii) That the Owners while calling the applications for the allotment of economically weaker section/ lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/ earnest money.
- o. That the Owners 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 Owners or he shall spend this money on further amenities/ facilities in his colony for the benefit of the resident therein.

VETTER
G. K. S. for
D. T. C. P. Hr.

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

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


D.T.C.P. Hr.


(S. R. KUMAR)

- 5 -


(RAJESH GARG)

- (d) - After the layout plans and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the Owners, 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 one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of completion certificate under Rule 16 or earlier in case the Owner is relieved of the responsibility in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owners.
- (e) - That the bank guarantee of the internal development works has been furnished on the Interim rates for development works and construction of the community buildings. The Owners 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 Owners will furnish an additional bank guarantee within thirty days on demand.
- (f) - That the Owners shall make arrangement for Water Supply, sewerage, drainage etc to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.

2. - Provided always and it is hereby agreed that if the Owners commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted by them.
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 even shall stand forfeited in favour of the Director.
4. - The Stamp duty and registration charges on this deed shall be borne by the Owners.
5. - The expression the "Owners" hereinbefore used/ shall include their heirs, legal representatives, successors and permitted assignees.

VERIFIED
[Signature]
D.A. (H.O.)

[Signature]
D.T.C.P. Hr.
[Signature]

[Signature]
(SURENDER KUMAR
VERMA)

-6-

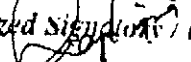
[Signature]
(RAJESH GARG)

6. That any other condition which the Director may think necessary in public interest can be imposed.

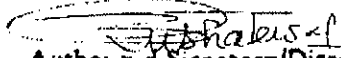
IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

For Base Exports Pvt. Ltd.
Base Exports Private Limited


Director/Authorized Signatory
Aspirant Builders Private Limited
For Aspirant Builders Pvt. Ltd.

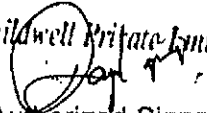

Authorized Signatory / Director
Director/Authorized Signatory

For Ornamental Realtors Pvt. Ltd.
Ornamental Realtors Private Limited


Authorized Signatory/Director
Director/Authorized Signatory

For BTVS Buildwell Pvt. Ltd.,

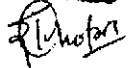
BTVS Buildwell Private Limited

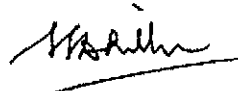

Director/Authorized Signatory
Authorized Signatory / Director


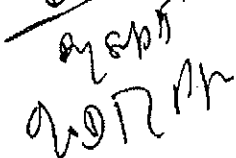
For Adson Software Pvt. Ltd.
Adson Software Private Limited


Authorized Signatory / Director
Director/Authorized Signatory

WITNESSES:

- VETTED**

D.A. (HQA)
1. Mohd Asim ^{m. Asim} S/o Mohd Aslam
A-4, G.H-30 MCD. PKL
 2. Abbal Singh Rawat ^{Rawat}
H.No. 3730, Sec 25. Chd.


Director
Town & Country Planning,
Haryana, Chandigarh.

1. 
2. 

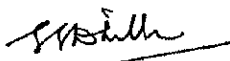


FORM LC-V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 16 of 2008.

1. This licence has been granted under the Haryana Development & Regulation of Urban Areas Act, 1975 & 1976 made thereunder to M/s Aspirant Builders Pvt. Ltd. M/s BTVS Buildwell Pvt. Ltd. M/s. Ornamental Realtors Pvt. Ltd., M/s Adson Software Pvt. Ltd M/s Base Exports Pvt. Ltd.. C/o M/s Base Exports Pvt. Ltd. Company incorporated under the Companies Act, and having its registered office at 5-1, Second Floor Back Portion Shahpur, New Delhi-110049. for setting up of a Group Housing Colony at village Behrampur, District Gurgaon.
2. The particulars of the land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
3. The licence is granted subject to the following conditions: -
 - a. That the Group Housing Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
 - b. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Area Act, 1975 and Rules 1976 made there under are duly complied with.
 - c. That the demarcation plan of the colony area is submitted before starting the development works in the colony and for the approval of zoning plan.
4. That the licensee shall construct the portion of service road forming part of licenced area at his own cost and will transfer the same free of cost to the Government along with area falling in Green Belt.
5. That the portion of Sector / Master Plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3 (3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
6. That you will have no objection to the regularization of the boundaries of the licensed land through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding in this regard.
7. That the licensee will not give any advertisement for sale of shops/office/floor area in Group Housing colony before the approval of layout plan/ building plans.
8. That you shall obtain approval/ NOC from the competent authority to fulfill the requirements of notification dated 14.09.06 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony.
9. That the licensee will use only CFL fitting for internal lighting as will as for campus lighting in the Group Housing Complex.
10. The licence is valid upto 30-1-2010.

Dated: Chandigarh
The 31-1-2008.


(S.S. Dhillon)
Director,
Town & Country Planning,
Haryana, Chandigarh

Endst. No. 5DP-2008/ 2695-

Dated: 1-2-08

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:

- 1 M/s Base Exports Pvt. Ltd. 5-1, Second Floor Back Portion Shahpur, New Delhi-110049. M/s Aspirant Builders Pvt. Ltd. M/s BTVS Buildwell Pvt. Ltd. M/s. Ornamental Realtors Pvt. Ltd., M/s Adson Software Pvt. Ltd M/s Base Exports Pvt. Ltd... alongwith a copy of agreement LC-IV and Bilateral agreement.
- 2 Chief Administrator, HUDA, Panchkula.
3. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
4. Addl. Director Urban Estates, Haryana, Panchkula.
5. Administrator, HUDA, Gurgaon.
6. Engineer-In-Chief, HUDA, Panchkula.
7. Superintending Engineer, HUDA, Gurgaon alongwith a copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Gurgaon
10. Senior Town Planner (Enforcement), Haryana, Chandigarh.
11. District Town Planner, Gurgaon along with a copy of agreement.
12. Accounts Officer, O/O Director, Town & Country Planning, Haryana, Chandigarh alongwith a copy of agreement.

V-1-3
District Town Planner (Hq) VK
For Director, Town and Country Planning,
Haryana, Chandigarh.

1. Details of land owned by M/s. Aspirant Builders Pvt. Ltd. Village Behrampur, District Gurgaon.

Village	Rect. No.	Killa No	Area K- M.
Behrampur	12	19/2	5 - 5
		21/2	2 - 4
		22	8 - 0
	20	2	9 - 4
		Total	24 - 13

2. Details of land owned by M/s BTVS Buildwell Pvt. Ltd. 365/1216 share, M/s Ornamantal Realtors Pvt. Ltd. 773/1216 share, M/s Adson Software Pvt. Ltd 78/1216 share.

Village	Rect. No.	Killa No	Area K - M	Area Taken K-M
Behrampur	12	21/1	1 - 6	1-6
	13	24	7-12	4- 0
		25	8-0	4 - 0
		19	4	7-12
	19	5	8-0	8 - 0
		6	8-0	8 - 0
		7	7-12	7 - 12
		20	1	3-0
	20	10	5-1	5 - 1

Total			48 - 11 or 6.069 acre	

3. Details of land owned by M/s Base Exports Pvt. Ltd. 221/748 M/s Ornamantal Realtors Pvt. Ltd. 521/748 share.

21/748 share.			
Village	Rect. No.	Killa No	Area
			K M
Behrampur	18	6	9 - 18
		14	9- 18
		17	8 - 0
		15/1	2 - 4
		16/2	2 - 12
Total			32 - 12 or 4.075 acre

4. Details of land owned by M/s Base Exports Pvt. Ltd..

Village	Rect. No.	Killa No	Area
			K M
Behrampur	19	8	8 - 0
		9/1	2- 12
		12/2	2 - 12
		13	8 - 0

		Total	21 - 4 or 2.65 acre

5. Details of land owned by M/s BTVS Buildwell Pvt. Ltd.

Village	Rect. No.	Killa No	Area K M
Behrampur	19	9/2	5 - 8
		10	8-0
		Total	----- 13 - 8 or 1.675 acre

G. Total 140.8 Or 17. 55 Acres


Director

Town and Country Planning,
Haryana, Chandigarh
