

दिल्ली DELHI

N 283402

LC-IV

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

THIS AGREEMENT is made on 7th day of MARCH, 2011 (Two Thousand and Eleven)

BETWEEN

(1) M/s Impartial Builders Pvt. Ltd. (2) M/s Garland Infrastructure Pvt. Ltd.
(3) M/s Ashirbad Buildwell Pvt. Ltd. (4) M/s Digital SEZ Developers Pvt. Ltd.
(5) M/s Grow High Realtor Pvt. Ltd. (6) M/s Bright Star Builders Pvt. Ltd.
(7) M/s Passionate Builders Pvt. Ltd. (8) M/s Designer Realtors Pvt. Ltd. (9)
M/s Visual Builders Pvt. Ltd. (10) M/s Imagine Builders Pvt. Ltd. C/o
Countrywide Promoters Private Limited having its registered office at M-11,
Middle Circle, Connaught Place, New Delhi-110001 (hereinafter called the

For Countrywide Promoters Private Limited

Sandip Singh
Auth. Signatory

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

"OWNER") acting through its Authorized signatory, Sh. Sandeep Sehgal, of the
ONE PART

AND

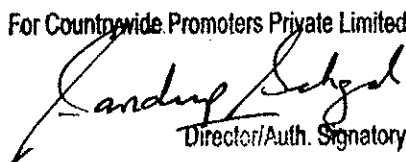
The **GOVERNOR OF HARYANA**, acting through THE DIRECTOR GENERAL, TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH (hereinafter referred to as the "DIRECTOR GENERAL") of the **OTHER PART**.

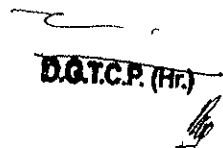
WHEREAS the owners are in possession of the land mentioned in Annexure hereto for the purpose of converting into residential plotted colony.

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 for carrying out and completion of development works in accordance with the Licence finally granted for setting up a residential plotted colony on the land measuring 102.2 Acres falling in Revenue estate of Village Palra, Sector – 70 & 70 A, Tehsil & District Gurgaon.

NOW THIS DEED WITNESSTH AS FOLLOWS:-

1. In consideration of the Director General agreeing to grant license to the Owner to set up the said residential Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner hereby covenants as follows:
 - a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from plot 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

For Countryside Promoters Private Limited

Director/Auth. Signatory


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

Owner towards meeting the cost of Internal Development work and construction works in the colony.

b) That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto:

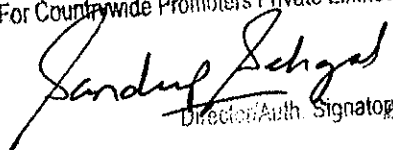
i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of **Rs. 64.636 lacs** per gross acre for plotted area and **Rs. 301.851 lacs** per acre for Commercial Area. These charges shall be payable to Haryana Urban Development Authority through the Director General, 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 installment of 10% each i.e:-

a. First Installment of shall be payable within a period of 30 days from the date of grant of license.

b. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum on the unpaid portion of the amount.

ii) In case the colonizer asks for the 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.

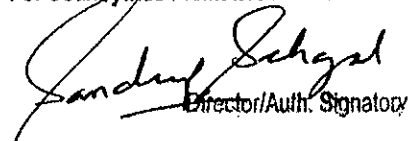
For Countrywide Promoters Private Limited


Director/Auth. Signatory


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

- iii) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DGTCP.
- iv) In case the HUDA executes external development work and completes the same before the due date and consequently requires the charges for the same, the DGTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of five year period and the Colonizer shall be bound to do so.
- v) Enhanced compensation of land cost, if any, shall be payable extra as decided by the Director General from time to time.
- vi) The colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If the owner fails to seek electric connection from HVPN, the Director General, Town & Country Planning will recover that cost from the colonizer and deposit it the same with HVPN. However, the installation of internal 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.,

For Countrywide Promoters Private Limited


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

HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.

- vii) No EDC would be recovered from the Economical Weaker Section (EWS)/ Lower Income Group (LIG) categories of allottees.
- c) That the rates, schedule, terms and conditions of External Development Charges may be revised by the Director General during the period of licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director General along with interest from the date of grant of license.
- d) That the Owner shall be 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 completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks, public health 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, school, hospitals, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, the land set apart for schools, hospitals, community centers and other community

For Countrywide Promoters Private Limited


Director/ Auth. Signatory


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

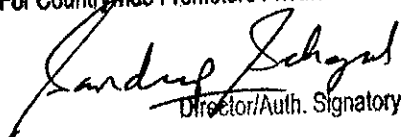
buildings, in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the DGTCP.

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

- f) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- g) That the Owner shall complete the internal development works within two years of the grant of license.
- h) That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq. mtr for permissible saleable plotted area and a @ Rs. 1000/- per sq. mtr for commercial area through bank draft in favour of Director General, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in the payment of installment.

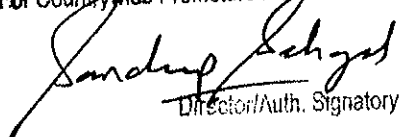
For Countryside Promoters Private Limited


Director/Auth. Signatory


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

- i) That the Owner shall carry out at his own expenses any other works which the Director General may think necessary and reasonable in the interest of proper development of the colony.
 - j) That the Owner shall permit the Director General, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Colony and the Colonizer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.
 - k) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the Owner.
 - l) That the owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.
2. Provided always and it is hereby agreed that if the Owner 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 cases and notwithstanding the waiver of any previous clause or right, the Director General may cancel the license granted to him.

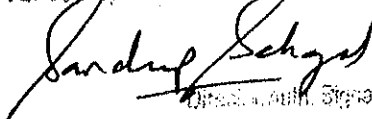
For Countrywide Promoters Private Limited


Director/Auth. Signatory


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

3. Upon cancellation of the license under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended up to date. The Bank guarantee in that event shall stand forfeited in favour of the Director General.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "The Owner" herein before used shall include their heirs, legal representatives, and successors and permitted assignees.
6. 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 General 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 Group Housing 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 the 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 General in proportion to the payment of the External Development Charges received from the Owner.

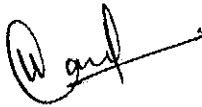
For Countrywide Promoters Private Limited

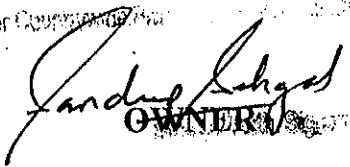

Director, Joint Signatory


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

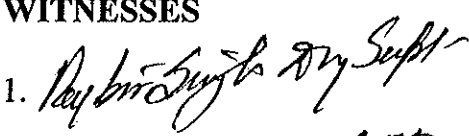
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL
have signed this Deed on the date and the years first above written.



WITNESSES

1. K.K. SHARMA. 
A-36, 1ST. FLOOR
Parasannath Paradise
2. Mahan Nagar.


OWNER

WITNESSES

1. 
DIRECTOR GENERAL
- 2.


Director General
Town & Country Planning
Haryana, Chandigarh
DIRECTOR GENERAL 

TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH



दिल्ली DELHI

N 283401

LC-IV-B

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

THIS AGREEMENT is made on 7th day of MARCH, 2011 (Two Thousand and Eleven)

BETWEEN

(1) M/s Impartial Builders Pvt. Ltd. (2) M/s Garland Infrastructure Pvt. Ltd.
(3) M/s Ashirbad Buildwell Pvt. Ltd. (4) M/s Digital SEZ Developers Pvt. Ltd.
(5) M/s Grow High Realtor Pvt. Ltd. (6) M/s Bright Star Builders Pvt. Ltd.
(7) M/s Passionate Builders Pvt. Ltd. (8) M/s Designer Realtors Pvt. Ltd. (9)
M/s Visual Builders Pvt. Ltd. (10) M/s Imagine Builders Pvt. Ltd. C/o
Countrywide Promoters Private Limited having its registered office at M-11, Middle

For Countrywide Promoters Private Limited

Sandhya Sehgal
Director/ Auth. Signatory

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

Circle, Connaught Place, New Delhi-110001 (hereinafter called the "OWNER") acting through its Authorized signatory, Sh. Sandeep Sehgal, of the ONE PART.

AND

The GOVERNOR OF HARYANA, acting through THE DIRECTOR GENERAL, TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH (hereinafter referred to as the "DIRECTOR GENERAL") of the OTHER PART.

WHEREAS the owners are in possession of the land mentioned in Annexure hereto for the purpose of converting into residential plotted colony.

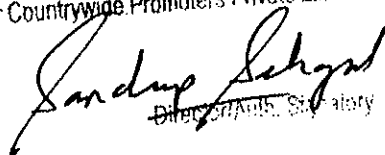
AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976, (hereinafter referred to as the said "RULES"), one of the conditions for the grant of Licence is that the Owner shall enter into an Agreement for carrying out and completion of development works in accordance with the Licence finally granted for setting up a residential plotted colony on the land measuring 102.2 Acres falling in Revenue estate of Village Palra, Sector - 70 & 70 A, Tehsil & District Gurgaon.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director General agreeing to grant license to the Owner to set up the said colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the owner, their partners, legal representatives, authorized agents, assignees, executors etc.

For Countrywide Promoters Private Limited

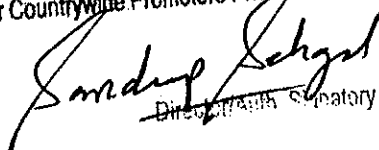

Sandeep Sehgal
Director/Authorized Signatory


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

shall be bound by the terms and conditions of this bilateral agreement executed by the Owner hereunder covenanted by him as follows:

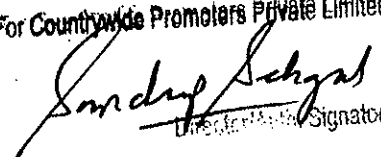
- a) That the owner shall reserve 20% of the total number of residential plots developed for or proposed to be developed for allotment to economically weaker section/lower income group categories (normally of the sizes 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the layout plan approved by the Director General. These plots shall be allotted at flat rate of Rs. 500/- per sq yards or Rs. 600/- per sq. mtrs.
- i. The owner shall allot 50% of EWS plots in the residential plotted colony to the Housing Board Haryana @ Rs. 500/- per sq. yard or Rs. 600/- per Sq. mtrs. Housing Board Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the below Poverty Line (BPL) families only.
- ii. The remaining 50% EWS plots as mentioned in clause (i) will be allotted @ Rs. Rs. 500/- per sq. yard or Rs. 600/- per sq. mtrs by the colonizer with the following eligibility criteria:
 - a) Any person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA Sector/licenced colony in any Urban Area in the State, will be eligible for making the application.


For Countrywide Promoters Private Limited


Sandeep Sehgal
Director General


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

- b) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- c) Complete scheme shall be floated in one go within four months of grant of licence or sanction of building plans whichever is later and possession of plots/flats shall be offered within the valid licence period of 4 years.
- d) To make the scheme transparent, advertisement will be given in leading English National dailies like Hindustan Times, Times of India, English Tribune and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment of plots/flats, size etc. The advertisement should also highlight the other essential requirements as envisaged in the EWS policy.
- e) The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director General, Town and Country Planning (DGTCP) and Developer/Colonizer concerned.
- f) The date of draw of lots will be fixed by DGTCP and the results will also be published in the newspapers as referred in (d) above.
- g) It shall be ensured that before grant of completion certificate/part completion certificate for plotted colony, the proportionate number of plots reserved for EWS are also allotted.

For Countrywide Promoters Private Limited

Director/Authorized Signatory


DGTCP (Hk)


iii) The allotment of these plots can also be made with the approval of the Govt. to a specific category of people in public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP and DTP. This category may include slum dwellers occupying previous Government land and who are to be rehabilitated as per policy/ court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decision/ court orders or the persons who have to be allotted ousters quota plots but the same are not readily available with HUDA/ Government.

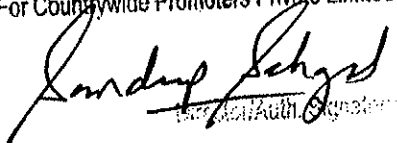
2. That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (Normally of the sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director General for allotment. These plots shall be allotted at a price determined by the Director General and in the following manner:-

i) That the owner shall allot these plots to the applicants registered with him during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.

ii) That the owner shall allot remaining 25% of "No Profit No Loss"

a. Non Residents Indians against Foreign Exchange.

For Countrywide Promoters Private Limited


Sandeep Sehgal
Director/Authorised Signatory

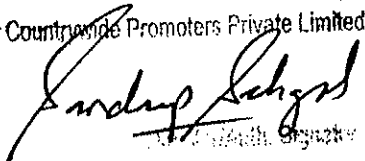

D.G.T.C.P. (Hr.)

- b. The land owners whose land has been purchased by the owner for setting up a colony in lieu thereof under a written contractual obligation.
- c. Plots falling in small pockets which subsequently are acquired by the Colonizers as part of an area already developed as Colony by the Owner.
- d. Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clause (i) & (ii).

Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with regard to the payment of earnest money & acceptance of usual terms & conditions within the stipulated time, prescribed by the Owner.

- 3. That the remaining 55% of the total number of residential plots of sizes above 225 square meters would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots, as provided under clause (1) & (2).
- 4. That the Owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.

For Countryside Promoters Private Limited

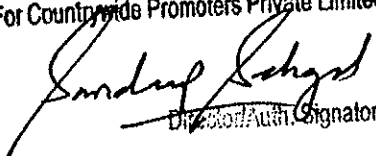


Sandeep Singh
Director

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



5. That the owner shall submit the list of allottee(s) to the Director General twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. 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 exceed 15% after completion of the projects period, surplus amount shall either be deposited, within two months in the State Government Treasury by the Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
8. That the Owner shall submit the following certificates to the Director General within ninety (90) days of the full & final completion of the project from a Chartered Accountant that:
 - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.
 - b) A minimum of 20% in the case of economically weaker section/ lower income group and 25% of "No Profit No Loss" plots as provided in sub- clause (a) of clause- 1 and (ii) of clause - 2 above have been allotted at the subsidized price of economically weaker section/ lower income group & "No Profit No Loss" basis prescribed above.
9. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot holders at the rate of

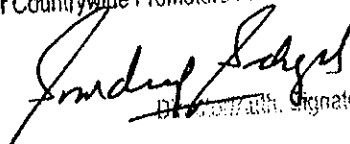
For Countryside Promoters Private Limited

Director/ Auth. Signatory


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

Rs. 3,18,435/- per gross acre which is a tentative charges only for construction of a portion of the total community buildings. All the community buildings will get constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety (90) days statutory period given for approval of building plans.

10. That the Owner shall be responsible for the maintenance and upkeep 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 at which 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.
11. That the Owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works & construction works in the colony.
12. That the Owner shall permit the Director General or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and the development works in accordance with the licence granted.
13. That the Owner shall carry out at his own expenses any other work which the Director General may think necessary and reasonable in the interest of proper development of the colony.

For Countrywide Promoters Private Limited


Director/Authorized Signatory


~~D.G.T.C.P. (H)~~


14. That the Bank Guarantee of internal development works has been furnished on the interim rates for development work and construction of community buildings. The owners will 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 cost of construction and an increase in the number of facilities in the Layout Plan, the Owners will furnish an additional bank guarantee, within 30 days on demand.
15. That any other condition which the Director General may think necessary in public interest can be imposed.
16. That the Owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director General, within two months period from the date of grant of licence to enable provision of site in licence land for Transformer/ Switching Station/ Electric Sub Station as per the norms prescribed by the power utility in the zoning plan of the project.
17. That the owner shall deposit infrastructure development charges @ Rs.500/- per sq. mtr. For permissible saleable plotted area and a @ Rs.1000/- per sq. mtr. For commercial area through bank draft in favour of DTCP, Haryana, in two equal installments. The first installment of the infrastructure development charges would be deposited within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in the payment of installment.

For Countrywide Promoters Private Limited

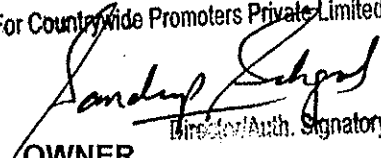
[Signature]
Countrywide Promoters Private Limited

[Signature]
DTCP (Hr)


[Signature]

18. That the owner shall pay labour cess charges as per the policy of Govt.
dated 25.02.2010.


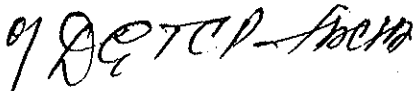
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed
this Deed on the date and the years first above written.

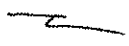
For Countrywide Promoters Private Limited

OWNER
Director/ Auth. Signatory

WITNESSES

1. K. K. SHARMA. 
A-30, 1ST FLOOR.
Parasurath Paradise
2. Mahan Nagar.

WITNESSES

1. 
of DETP - Sector
2. 
0


Director General
Town & Country Planning
Haryana, Chandigarh
DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH