

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

License No. 57 of 2013

This License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Experion Reality Pvt. Ltd. (earlier known as SKN Developers Pvt. Ltd.), Experion Real Estate Developers Pvt. Ltd. (earlier known as KNS Real Estate Developers Pvt. Ltd.), Moksha Buildtech Pvt. Ltd., Marcon Developers Pvt. Ltd., Sophia Constructions Ltd., Avighna Buildwell Pvt. Ltd., Premier Infradevelopers Pvt. Ltd., Brahma Buildwell Pvt. Ltd., Sumel Buildtech Pvt. Ltd., Sumel Projects Pvt. Ltd., Sumel Developers Pvt. Ltd., C/o Experion Developers Pvt. Ltd., F-9, 1st Floor, Manish Plaza -I, Plot No. 7, MLU, Sector 10, Dwarika, New Delhi for setting up of a RESIDENTIAL PLOTTED COLONY on the land measuring 100.48125 acres falling in the revenue estate of village Dharampur, Sector 108 Distt. Gurgaon.

1. 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 General, Town & Country Planning, Haryana.
2. The License granted is subject to the following conditions:
 - a) That the Plotted Colony area 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 Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
 - c) That the demarcation plan of the Plotted Colony area is submitted before starting the development works in the colony and for the approval of zoning plan.
3. That the licensee shall construct the portion of service road falling through your side at your own cost and entire road shall be transferred to the Government free of cost.
4. 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.
5. That the licensee will not give any advertisement for sale of plots/shops/office/floor area in colony before the approval of layout plan.
6. That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration service. The decision of the competent authority shall be binding in this regard.
7. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment & Forest, Govt. of India before starting the development works of the colony.
8. That the developer will use only CFL fittings for internal lighting as well as campus lighting.
9. That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in your land for

- Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
10. That the colonizer shall abide by the policy dated 03.02.2010 & 14.06.2012 related to allotment of EWS plots/flats.
 11. That at the time of booking of the plots/flats in the licensed colony, if the specified rates of plots/flats do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the plots/flats owners, you shall also provide details of calculations per sq. mtrs./per. sq. ft. to the allottee while raising such demand from the plots/flats owners.
 12. That you shall make arrangement for water supply, sewerage, drainage etc, to the satisfaction of the competent authority till the external services are made available from the external infrastructure to be laid by HUDA.
 13. That you shall provide the rain water harvesting system as per central ground water Authority Norms/Haryana Govt. notification as applicable.
 14. That you shall provide the Solar water heating system as per by HAREDA and shall be made operational where applicable before applying for an occupation certificate.
 15. That you shall pay labour cess as per policy dated 04.05.2010.
 16. That the grant of present license is apropos the indemnity bond furnished by you dated 20.06.2013 and is subject to the outcome of final decision any legal pronouncement by any court of law.
 17. The license is valid up to 10/7/2017.

Dated: The 11/7/2013
Chandigarh

Anurag Rastogi
(Anurag Rastogi, IAS)
Director General, Town & Country Planning
Haryana, Chandigarh
Email: tcphry@gmail.com
Dated:

Endst. No. LC-2755-JE (VA)/2013/

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

1. Experion Reality Pvt. Ltd. (earlier known as SKN Developers Pvt. Ltd.), Experion Real Estate Developers Pvt. Ltd. (earlier known as KNS Real Estate Developers Pvt. Ltd.), Moksha Buildtech Pvt. Ltd., Marcon Developers Pvt. Ltd., Sophia Constructions Ltd., Avighna Buildwell Pvt. Ltd., Premier Infradevelopers Pvt. Ltd., Brahma Buildwell Pvt. Ltd., Sumel Buildtech Pvt. Ltd., Sumel Projects Pvt. Ltd., Sumel Developers Pvt. Ltd., C/o Experion Developers Pvt. Ltd., F-9, 1st Floor, Manish Plaza -I, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi alongwith a copy of agreement, LC-IV B, Bilateral agreement & Layout Plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Gurgaon.
10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
11. Land Acquisition Officer, Gurgaon.
12. Senior Town Planner, Gurgaon.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurgaon along with a copy of agreement & Layout Plan.
15. Chief Accounts Officer (Monitoring) O/o DGTCP, Haryana.
16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

(P.P. SINGH)
District Town Planner (HQ)
For Director General, Town & Country Planning
Haryana Chandigarh

To be read with Licence No. 57 Dated 11/7/2013.

1. Detail of land owned by - SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd), Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area		Area Taken	
			K	M	K	M
Dharampur	16	17/3	3	18	3	18
		18	7	2	7	2
		19/1	4	9	4	9
		22/2	5	0	5	0
		23	8	0	8	0
		24	8	0	8	0
	28	2	8	0	8	0
		3	8	0	8	0
		4	8	0	7	14
		TOTAL				60

2. KNS Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd), Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area		Area Taken	
			K	M	K	M
Dharampur	16	16/2	2	15	2	15
		25	8	0	7	15
	28	5/1	5	0	2	6
		5/2/1	1	12	0	2
	16	20	7	2	7	2
		22/1	3	0	3	0
		19/2	2	13	2	13
	16	21/1	6	16	5	10
	17	19	7	2	7	2
	27	3/2	6	16	6	16
	TOTAL				45	1

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3. Moksha Buildtech Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	12	8	8	0
		13	7	7
	3	20/2	1	0
		21/1/1	0	16
		21/2/1	0	4
		24/1	4	9
	4	25	8	0
		10	1	19
	4	4	7	9
		5	3	2
		6	7	8
		7/2	6	16
		8	8	0
		9	8	0
		10/1	2	0
		11	8	0
		20	8	0
		21/1	4	9
		21/2	2	18
		26	0	5
28		0	6	
11	18/1	4	9	
TOTAL			102	17

4. Moksha Buildtech Pvt. Ltd. (71/160) Share, Marcon Developers Pvt. Ltd. (89/160) Share, Distt. Gurgaon.

Village	Rect.No.	Killa No.	T. Area	
			K	M
Dharampur	11	13	8	0

5. Moksha Buildtech Pvt. Ltd. (14/16) Share, Sophia Constructions Ltd. (2/16) Share, Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	12	2	5	10
		3/1	6	18
		9	7	12
		12	8	7
		TOTAL	28	7

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DETCF. (Hr.)
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6. Avighna Buildwell Pvt. Ltd., Distt. Gurgaon

Village	Rect. No.	Killa No.	T. Area		
			K	M	
Dharampur	12	14	8	0	
		15	8	0	
		16/1	4	0	
		17/1	4	0	
	13	11	8	0	
		17	8/7	0	17
	9/2		3	16	
	10/2		3	5	
	11/1		1	14	
	12/1		2	0	
	13/1		1	5	
	5		23/2/1	2	2
			24/1	4	0
	TOTAL			50	19

7. Marcon Developers Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	5	19	8	0
		20/2	4	0
		21/1	4	0
	6	25	7	11
		28	0	8
	9	5	8	0
		6	7	8
	5	17	8	0
		16	6	16
		25/1	2	18
		13/2	4	0
		18	8	0
		21/2	3	17
		22	8	0
		23/1	3	16
		26	0	10
		10	1	7
	2/1		7	11
	3/1		4	0
	TOTAL			104

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D.G.T.C.P. (Hr.)
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To be read with Licence No. 57/11 ⁷/₂₀₁₃.

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8. Premier Infradevelopers Pvt. Ltd., Distt Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	5	11/1	0	8
		6	2	15
	6	14	7	0
		15	8	0
		16/1	0	19
		16/2	0	9
		17/1	7	11
		18/1	3	0
		23	8	0
		26	0	8
		TOTAL	38	10

9. Brahma Buildwell Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	4	12	8	0
		13	8	0
		14	8	0
		17/1	4	13
		18/1	4	13
		19/1	4	13
		11	1	8
	11	2/1	4	8
		8	8	0
		9	8	0
		TOTAL	66	7

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10. Brahma Buildwell Pvt. Ltd.(14/16) Share, Sophia Constructions Ltd. (1/8) Share,
Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area		
			K	M	
Dharampur	4	15	7	18	
		16	7	18	
		17/2	3	7	
		18/2	3	7	
		19/2	3	2	
		22/1	2	5	
		23/1	4	9	
	3	30	0	4	
		11	7	12	
		12	1	8	
	TOTAL			41	10

11. Sophia Constructions Ltd., Distt. Gurgaon.

Village	Rect.No.	Killa No.	T. Area	
			K	M
Dharampur	5	4	7	7
		5	6	16
		6	7	8
		7	8	0
		13/1	4	0
		14	8	0
		TOTAL	41	11

12. Sumel Buildtech Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	12	16/2	4	0
		17/2	4	0
		18/1	5	18
		23/2	6	0
		24	8	0
		25	8	0
	13	21/1	6	12
		TOTAL	42	10

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13. Sumel Projects Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area		
			K	M	
Dharampur	2	23	7	3	
		24	3	16	
		18/1	1	8	
		29	0	9	
		30	0	8	
		4	1	8	0
			2	8	0
	3		8	0	
	10/2		6	0	
	3		19/2	4	8
			20/1	6	9
		21/1/2	5	8	
		21/2/2	1	11	
		22/1	2	8	
	17	22/2	0	10	
		8/4	0	19	
		9/1	4	4	
	17	10/1	3	15	
		11/2	4	16	
		12/2	6	0	
	5	13/2	6	15	
		11/2	7	12	
		12	8	0	
		20/1	4	0	
	6	16/3	6	2	
		17/2	0	9	
		24	7	15	
27		0	9		
9	4	8	0		
TOTAL			132	14	

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To be read with Licence No. 57/11 $\frac{7}{2013}$



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14. Sumel Developers Pvt. Ltd., Distt. Gurgaon.

Village	Rect. No.	Killa No.	T. Area	
			K	M
Dharampur	4	22/2	4	10
	11	2/2	3	12
		3	8	0
		4	7	17
		5	7	17
		12	1	9
		TOTAL	41	0
			K	M

GRAND TOTAL: 803 17

OR 100.48125 Acs.


Director General
Town and Country Planning,
Haryana, Chandigarh




LC-IV

(See Rule-11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY ON 100.48125 ACRES LAND IN SEC-108, GURGAON

This agreement is made on this 11th day of July, 2013 (Two Thousand Thirteen)

BETWEEN

(1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.), (2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.), (3) Moksha Buildtech Pvt. Ltd. (4) Marcon Developers Pvt. Ltd. (5) Sophia Constructions Ltd. (6) Avighna Buildwell Pvt. Ltd. (7) Premier Infradevelopers Pvt. Ltd. (8) Brahma Buildwell Pvt. Ltd. (9) Sumel Buildtech Pvt. Ltd. (10) Sumel Projects Pvt. Ltd. (11) Sumel Developers Pvt. Ltd. C/o Experion Developers Pvt. Ltd., (hereinafter called the "**Owner/Developer**") having registered office at F-9, First Floor, Manish Plaza 1, Plot No. -7, MLU, Sec-10, Dwarka, New Delhi – 110075 and **correspondence address** at First India Place, 1st Floor, Block-B, Sushant Lok-1, MG Road, Gurgaon, Haryana-122002, which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators assigns, nominees and permitted assignees acting through its Authorised Signatory Mr. Hirdesh Bedi vide Board Resolution dated 18.6.2012 from SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.), Moksha Buildtech Pvt. Ltd., Marcon Developers Pvt. Ltd., Avighna Buildwell Pvt. Ltd., Premier Infradevelopers Pvt. Ltd., Brahma Buildwell Pvt. Ltd. and Experion Developers Pvt. Ltd. respectively and vide Board Resolution dated 30.5.2012 from K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.) and vide Board Resolution dated 22.8.2012 from Sophia Constructions Ltd. and Board Resolution dated 15.6.2012 from Sumel Projects Pvt. Ltd. and Board Resolution dated 15.10.2012 from Sumel Buildtech Pvt. Ltd. and Sumel Developers Pvt. Ltd. respectively and Board Resolution dated 7-12-2012 of Experion Developers Pvt. Ltd.,
.....of the one part

Vetted
DA(HQ)

AND

THE GOVERNOR OF HARYANA acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "Director")
.....of the other part

WHEREAS the **Owner** is in possession of the land mentioned in Annexure hereto for the purpose of converting and developing it into a Residential Plotted Colony.

For and on behalf of developer and land owner:-

- (1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- (2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- (3) Moksha Buildtech Pvt. Ltd.
- (4) Marcon Developers Pvt. Ltd.
- (5) Sophia Constructions Ltd.
- (6) Avighna Buildwell Pvt. Ltd.
- (7) Premier Infradevelopers Pvt. Ltd.
- (8) Brahma Buildwell Pvt. Ltd.
- (9) Sumel Buildtech Pvt. Ltd.
- (10) Sumel Projects Pvt. Ltd.
- (11) Sumel Developers Pvt. Ltd.
- C/o (12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner
[Signature]
(Authorized Signatory)
Authorized Signatory

[Signature]
D.G.T.C.P. (H.P.)
[Signature]

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 granted for setting up a RESIDENTIAL PLOTTED COLONY on the land measuring **100.48125 Acres, falling in the revenue estate of village Dharampur in Sector-108, Tehsil & District Gurgaon, Haryana through LOI issued vide memo no. LC-2755-JE(VA)-2012/27338 dt. 31.12.2012.**

NOW THIS DEED WITNESSETH AS FOLLOWS:

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

(a) That the Owner shall deposit 30% of the amount realised by him from plot holders from time to time within ten days of its realisation in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilised by the Owner towards meeting the cost of Internal Development Works in the colony.

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

i) That Owner shall pay the proportionate external development charges at the tentative rate of **Rs. 78.21 Lacs** per acre for plotted area and **Rs. 365.24 Lacs** per acre for commercial area ~~(178.1/1111)~~. 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 Licence or in Ten equal six monthly installments of 10% each in the following manner:-

a) First installment shall be payable within a period of 30 days from the date of grant of licence.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
- 5) Sophia Constructions Ltd.
- 6) Avighna Buildwell Pvt. Ltd.
- 7) Premier Infradevelopers Pvt. Ltd.
- 8) Brahma Buildwell Pvt. Ltd.
- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- 12) Experion Developers Pvt. Ltd (Developer)

C/o

Developer / Owner


Authorized Signatory

- b) Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum, which shall be charged on the unpaid portion of the amount worked out at the tentative rate of **Rs. 78.21 lacs** per acre for plotted area and **Rs. 365.24 lacs** per acres for commercial area ~~(777/11111)~~. However, at the time of grant of Licence Completion Certificate nothing shall be outstanding on account of EDC.
- c) That the Developer/Owner shall pay the EDC as per schedule date as and when demanded by the Director, Town & Country Planning, Haryana, Chandigarh.
- ii) In the event of increase of rates of EDC the Developer/Owner shall pay enhanced amount ^{of} EDC as finally determined by the Director General along with interest on the installments from the date of grant of licence and furnish the Additional Bank Guarantee, if any on the enhanced EDC rates.
- iii) For the grant of Completion Certificate, the payment of EDC shall be prerequisite along with valid Licence and Bank Guarantee.
- iv) That the Owner shall provide the detail of Calculations per Sq.m/Per Sq.Ft. which is being demanded from plot/flat/commercial space Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.
- v) The unpaid amount of EDC would carry an interest of 12% per annum (simple) and in case of any delay in the payment of installments on the due date an additional interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable upto a period of three months and the additional three months with the permission of Director.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
- 5) Sophia Constructions Ltd.
- 6) Avighna Buildwell Pvt. Ltd.
- 7) Premier Infradevelopers Pvt. Ltd.
- 8) Brahma Buildwell Pvt. Ltd.
- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- c/o 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner


(Authorized Signatory)
Authorized Signatory


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

- vi) In case, the HUDA executing external development works before the final payment of EDC, the DGTCP shall be empowered to call upon the Developer/Owner to pay the balance amount of EDC in lump-sum even before the completion and the ^{Owner/}Developer/~~Owner~~ shall be bound to make the payment within the period so specified.
- vii) That the Enhanced compensation on land cost, if any, shall be payable extra as decided and demanded by the Director from time to time.
- viii) The Developer/Owner will arrange the electric connection from outside source for electrification of their colony from H.V.P.N.L. If they fail to provide electric connection from H.V.P.N., the Director, Town & Country Planning will recover the cost from the Developer/Owner and deposit it with H.V.P.N.L. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the Developer/Owner, for which the Developer/Owner 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/UH BVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.
- ix) No EDC would be recovered from the EWS category of allottees.
- x) That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of Licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and conditions, so determined by the Director along with interest from the date of grant of Licence.

vetted
 Smpv
 03-04-13
 DA(HQ)

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
- 5) Sophia Constructions Ltd.
- 6) Avighna Buildwell Pvt. Ltd.
- 7) Premier Infradevelopers Pvt. Ltd.
- 8) Brahma Buildwell Pvt. Ltd.
- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner
 [Signature]
 (Authorized Signatory)
 Authorized Signatory

[Signature]

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

- (c) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of 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.
- (d) That Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of licence extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost in which case the Government shall be at liberty to transfer such land to any person or institution including local authority for the said purpose on such terms and conditions as it may lay down.
- i) No third party/subsequent rights will be created without obtaining the prior permission of the DGTCP.
- ii) All the community buildings will be got constructed by the coloniser within time period so specified by the Director General.
- (e) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.
- (f) That the Owner shall complete the internal Development Works within four years of the grant of Licence.

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03-04-13
DA/HO

For and on behalf of developer and land owner:-

- (1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- (2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- (3) Moksha Buildtech Pvt. Ltd.
- (4) Marcon Developers Pvt. Ltd.
- (5) Sophia Constructions Ltd.
- (6) Avighna Buildwell Pvt. Ltd.
- (7) Premier Infradevelopers Pvt. Ltd.
- (8) Brahma Buildwell Pvt. Ltd.
- (9) Sumel Buildtech Pvt. Ltd.
- (10) Sumel Projects Pvt. Ltd.
- (11) Sumel Developers Pvt. Ltd.
- (12) Experion Developers Pvt. Ltd. (Developer)

c/o

Developer / Owner

(Authorized Signatory)

Authorized Signatory

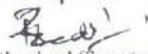
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- (g) That the Owners shall deposit Infrastructure Development Charges @ Rs. 500/- per sq. mtrs for plotted area component and Rs. 1000/- per sq. mtrs (FAR 175) for commercial area through bank draft in favour of Director General, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the Infrastructure Development Charges (IDC) would be deposited by the Owner within 60 days from the date of grant of Licence and the second installment to be deposited within 6 months from the date of grant of Licence failing which @ 18% per annum (simple) interest will be paid for the delayed period.
- (h) That the Owner shall carry out at this own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (i) That the Owner 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 colony and the coloniser shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the Licence granted.
- (j) That without prejudice to anything contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the Developer/Owner.
- (k) That the Owner shall provide 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.

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For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
- 5) Sophia Constructions Ltd.
- 6) Avighna Buildwell Pvt. Ltd.
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- 8) Brahma Buildwell Pvt. Ltd.
- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner

 (Authorized Signatory)
 Authorized Signatory


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(1) That the Developer/Owner shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of Licence to enable provision on the site in Licenced land for Transformers/Switching Station/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.

2 Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violates 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 General may cancel the Licence granted to him.

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Upon cancellation of the Licence under Clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events 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 Developer/Owner/Coionizer" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
- 5) Sophia Constructions Ltd.
- 6) Avighna Buildwell Pvt. Ltd.
- 7) Premier Infradevelopers Pvt. Ltd.
- 8) Brahma Buildwell Pvt. Ltd.
- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- c/o 12) Experion Developers Pvt. Ltd (Developer)

[Signature]
(Authorized Signatory)

Authorized Signatory

[Signature]
D.G.T.C.P. (Hr.)

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 has been issued, the Director may on an application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be, provided that, if the completion of the colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of the issue of completion certificate under Rule 16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

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

For and on behalf of land owner:-

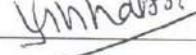

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
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- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- 12) Experion Developers Pvt. Ltd. (Developers)

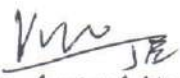
Developer / Owner



(Authorized Signatory)
Authorized Signatory

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

Witness

1. Signature 
Name/address Subhash Chhabra
104/C K.V. II, Sector 25
Panchkula (Haryana).
2. Signature 
Name/address Dharminder
637, Vill-Kishangarh.
Chandigarh


D & TCP (H/P)
CND


Director General
Town and Country Planning,
Haryana, Chandigarh



FORM LC-IV B

[See Rule 11(1) (h)]

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SETUP A RESIDENTIAL PLOTTED COLONY ON 100.48125 ACRES LAND IN SEC-108, GURGAON

This agreement is made on this 11th day of July, 2013 (Two Thousand Thirteen)

BETWEEN

(1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.), (2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.), (3) Moksha Buildtech Pvt. Ltd. (4) Marcon Developers Pvt. Ltd. (5) Sophia Constructions Ltd. (6) Avighna Buildwell Pvt. Ltd. (7) Premier Infradevelopers Pvt. Ltd. (8) Brahma Buildwell Pvt. Ltd. (9) Sumel Buildtech Pvt. Ltd. (10) Sumel Projects Pvt. Ltd. (11) Sumel Developers Pvt. Ltd. C/o Experion Developers Pvt. Ltd., (hereinafter called the "Owner/Developer") having registered office at F-9, First Floor, Manish Plaza 1, Plot No. -7, MLU, Sec-10, Dwarka, New Delhi - 110075 and correspondence address at First India Place, 1st Floor, Block-B, Sushant Lok-1, MG Road, Gurgaon, Haryana-122002, which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators assigns, nominees and permitted assignees acting through its Authorised Signatory Mr. Hirdesh Bedi vide Board Resolution dated 18.6.2012 from SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.), Moksha Buildtech Pvt. Ltd., Marcon Developers Pvt. Ltd., Avighna Buildwell Pvt. Ltd., Premier Infradevelopers Pvt. Ltd., Brahma Buildwell Pvt. Ltd. and Experion Developers Pvt. Ltd. respectively and vide Board Resolution dated 30.5.2012 from K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.) and vide Board Resolution dated 22.8.2012 from Sophia Constructions Ltd. and Board Resolution dated 15.6.2012 from Sumel Projects Pvt. Ltd. and Board Resolution dated 15.10.2012 from Sumel Buildtech Pvt. Ltd. and Sumel Developers Pvt. Ltd. respectively and Board Resolution dated 7-12-2012 of Experion Developers Pvt. Ltd.of the one part

AND

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

.....of the other part

WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting and developing it into a Residential Plotted Colony.

For and on behalf of developer and land owner:-

- (1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
(2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
(3) Moksha Buildtech Pvt. Ltd.
(4) Marcon Developers Pvt. Ltd.
(5) Sophia Constructions Ltd.
(6) Avighna Buildwell Pvt. Ltd.
(7) Premier Infradevelopers Pvt. Ltd.
(8) Brahma Buildwell Pvt. Ltd.
(9) Sumel Buildtech Pvt. Ltd.
(10) Sumel Projects Pvt. Ltd.
(11) Sumel Developers Pvt. Ltd.
(12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner
Authorized Signatory

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

between the parties shall be binding on the

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

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 granted for setting up a RESIDENTIAL PLOTTED COLONY on the land measuring 100.48125 Acres, falling in the revenue estate of village Dharampur in Sector-108, Tehsil & District Gurgaon, Haryana through LOI issued vide memo no. LC-2755-JE(VA)-2012/27338 dt. 31.12.2012.

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 granting license to the Owner to set up the said colony on the land mentioned hereto and on the fulfillment of all the conditions of this Bilateral Agreement, the Owner, his parents, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms & conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:-

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- a. The Developer/Owner shall transfer 100% EWS category plots to Housing Board, Haryana within one month after approval of zoning plan @ Rs. 500/- per sq. yard or Rs. 600/- per Sq. mtr. The development works in the area of EWS category plots will be completed on priority, so that Housing Board, Haryana can construct the houses and allot the same within the initial validity period of four years of the licence.
- b. That the allotment of EWS residential plots will be done by the Developer/Owner as per policy dated 03.2.2010 and 14.6.2012.

2) That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (Normally of 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 for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:-

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
- 3) Moksha Buildtech Pvt. Ltd.
- 4) Marcon Developers Pvt. Ltd.
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- 9) Sumel Buildtech Pvt. Ltd.
- 10) Sumel Projects Pvt. Ltd.
- 11) Sumel Developers Pvt. Ltd.
- c/o 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner

(Authorized Signatory)
Authorized Signatory


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- (i) That the Owner shall allot these plots to the applicants registered 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" plots to:-
- Non Resident Indians against Foreign Exchange.
 - The Land Owner whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
 - Owner of plots falling in small pockets, which subsequently are acquired by the Developer/Owner as part of an area already developed as Colony by the Owner.
 - 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-clauses (i) & (ii).

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- 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) and 2).
- 4) 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, in the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size 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 and acceptance of usual terms and conditions within the stipulated time, prescribed by the Owner.
- 5) That the Owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.
- 6) That the Owner shall submit the list of allottee(s) to the Director General twice a year.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
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- 9) Sumel Buildtech Pvt. Ltd.
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- 11) Sumel Developers Pvt. Ltd.
- 12) Experion Developers Pvt. Ltd (Developer)


Developer / Owner
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(Authorized Signatory)
Authorized Signatory

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- 7) That the record of such allotment shall be open for inspection by the State Government.
- 8) That if the number of the applications exceeds the number of plots, the allotment shall be made through the method of lottery/draw, by the Developer/Owner after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted plots 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 the stipulated time period prescribed by the Developer/Owner.
- 9) That Owner will ensure at the time of grant of the completion certificate for the plotted colony that the 20% of the total number of the plots reserved for EWS are also transferred to Housing Board, Haryana.
- 10) In case the Owners seek exemption from payment of infrastructure augmentation charges, then he shall adhere to the following condition:
- i) That the Owner shall derive maximum net profit @ 15% of the total project cost of development of the 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 or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
- 11) The Owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that: -
- (i) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the Scheme. (This is applicable if Owner seek exemption from payment of infrastructure augmentation charges)
- (ii) The Owner while determining the sale price of the plots in residential plotted colony, 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, (This is applicable if Owner seeks exemption from payment of infrastructure augmentation charges)

For and on behalf of developer and land owner:-

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- 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner

 (Authorized Signatory)
 Authorized Signatory


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

(iii) That 20% of the total number of plots reserved for EWS categories has been transferred to Haryana Housing Board. 25% of "No Profit No Loss plots" have been allotted at the price fixed by DGTC.P.

12) That the pace of construction shall be in accordance with sale agreement with the buyers of the plots/flats/office and commercial space/I.T space as and when scheme is launched, wherever applicable.

13) That the Owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, 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 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.

14) That Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may ^{be} laid down.

15) That the Owner shall deposit 30% of the amount realized by him from plot holders time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works in the colony.

16) That the Owner 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 colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout and the development works in accordance with the license granted.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
- 2) K.N.S Real Estate Developers Pvt. Ltd. (New Name:- Experion Real Estate Developers Pvt. Ltd.)
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Developer / Owner

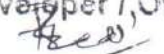
(Authorized Signatory)
Authorized Signatory


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


- 17) That the Owner shall carry out at his own expenses for any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- 18) That the Bank Guarantee of Internal Development Works has been furnished on the interim rates of development works and construction of community buildings. The Owner 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 Owner will furnish an additional bank guarantee within 30 days on demand.
- 19) That the Owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq. mtrs. for plotted area component and Rs. 1000/- per sq. mtrs. (FAR 175) 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 (IDC) would be deposited by the Owner within 60 days from the date of grant of Licence and the second installment to be deposited within 6 months from the date of grant of Licence failing which @ 18% per annum (simple) interest will be paid for the delayed period.
- 20) Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act of Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director^{General} may cancel the License granted to him.
- 21) Upon cancellation of the License under Clause 20 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^{General}.
- 22) The stamp duty and registration charges on this deed shall be borne by the Owner.
- 23) That the owner shall be responsible to abide by the provisions of rule 16A of the rules.
- 24) The expression "The Developer/Owner/Colonizer" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

For and on behalf of developer and land owner:-

- 1) SKN Developers Pvt. Ltd. (New Name:- Experion Reality Pvt. Ltd.)
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- C/o 12) Experion Developers Pvt. Ltd (Developer)

Developer / Owner

 (Authorized Signatory)
 Authorized Signatory


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


25) That Owner shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, Within two month period from the date of grant of License to enable provision on the site within the licensed land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.

26) That any other condition for which the Director/^{General}thinks necessary, in Public interest can be imposed.

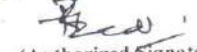
27) That the Owner shall pay labour cess charges, as per the policy of the Govt. dated 25.02.2010.

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

For and on behalf of developer and land owner:-

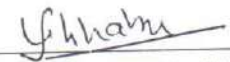
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- c/o 12) Experion Developers Pvt. Ltd (Developer)

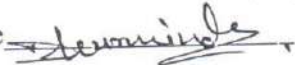
Developer / Owner



(Authorized Signatory)
Authorized Signatory


FOR and on behalf of the
DIRECTOR GENERAL
TOWN AND COUNTRY
PLANNING, HARYANA,
CHANDIGARH.

WITNESSES

1. Signature 
Name Subhash Chandra Chhabra
Address 104/C KV-II Sector - 25
Panchsula (Haryana)

2. Signature 
Name Dharminder
Address # 637, Vill-Kishangarh.
Chandigarh


SR
10DA/CP/AM
CMA


Director General
Town and Country Planning,
Haryana, Chandigarh

Regd.

To

Experion Developers Pvt. Ltd. & others,
F-9, First Floor, Manish Plaza-1,
Plot No. 7, MLU, Sector- 10, Dwarka,
New Delhi- 110075.

Memo No. LC-2755/Asstt(AK)/2020/ 9526 Dated: 08-06-2020

Subject: Renewal of licence No. 57 of 2013 dated 11.07.2013 granted for setting up Residential Plotted Colony over an area measuring 100.48125 acres in sector 108, Gurugram - Experion Developers Pvt. Ltd.

Please refer to your application dated 07.06.2019 on the subject cited above.

1. License No. 57 of 2013 dated 11.07.2013 granted for setting up Residential Plotted Colony over an area measuring 100.48125 acres in sector 108, Gurugram Manesar Urban Complex is hereby renewed up to 10.07.2024 on the same terms and conditions laid down therein.
2. It is further clarified that this renewal will not tantamount to certification of your satisfactory performance entitling you for renewal of licence of further period.
3. You shall transfer the land in favour of DTCP falling under Sector/ Master Plan roads within the current renewal of licence.
4. You shall abide by the final decision of Hon'ble Supreme Court in SLP No. 8346 of 2017.
5. You shall initial hand over the Sub Post Office and Electric Substation Site to Senior Town Planner, Gurugram within the current validity period of license.
6. You shall revalidate the BG of IDW within one month before its expiry.
7. The amendment in Rule 13 in respect of charging of renewal fees is under consideration, for which the draft notification was notified on 20.08.2019. Therefore, increased renewal fees shall be deposited in accordance with the final notification within 30 days as per your undertaking dated 23.10.2019.
8. You shall get the licence renewed till final completion of the colony is granted.

The renewal of license will be void-ab-initio, if any of the conditions mentioned above are not complied with.


(K. Makrand Pandurang, IAS)
Director,
Town & Country Planning
Haryana Chandigarh

Endst no: LC-2755/Asstt. (AK)/2020/

Dated:

A copy is forwarded to following for information and further necessary action:-


1. Chief Administrator, HSVP, Panchkula.
2. Chief Engineer, HSVP, Panchkula.
3. Chief Account officer of this Directorate.
4. Senior Town Planner, Gurugram.
5. District Town Planner, Gurugram.
6. Nodal Officer (website) for updation on website.

ORDER

Whereas, Licence No. 57 of 2013 dated 11.07.2013 granted for setting up Residential Plotted Colony over an area measuring 100.48125 acres in sector 108, Gurugram Manesar Urban Complex under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder. As per terms and conditions of the licence and of the agreement executed on LC-IV, the colonizer is required to comply with the provisions of the Haryana Development and Regulation of Urban Areas, Act, 1975 and its Rules, 1976 thereof.

2. And, whereas, for non-compliance of the provisions of Rule 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976 timely an amount of Rs. 7,000/- composition fee has been imposed by the account branch. The licensee has deposited the same vide transaction No TCP31781973043645 dated 30.07.2019.

3. Accordingly, in exercise of power conferred under Section-13(I) of the Haryana Development and Regulation of Urban Areas Act, 1975, I hereby order to compound the offence of non compliance of the provisions of Rules 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the colonizer upto 31.03.2018.



(K. Makrand Pandurang, IAS)
Director General,
Town & Country Planning
Haryana Chandigarh

Endst. no. LC-2755/Asstt.(AK)/2020/ 9533

dated: 08-06-2020

A copy is forwarded to the following for information and necessary action:-

1. Experion Developers Pvt. Ltd. & others, F-9, First Floor, Manish Plaza-1, Plot No. 7, MLU, Sector- 10, Dwarka, New Delhi- 110075.
2. Chief Accounts Officer of this Directorate.


(Rajesh Kaushik)
District Town Planner (HQ)
For: Director General, Town & Country Planning
Haryana, Chandigarh

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

Licence No. 114. of 2019

This License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules 1976, made thereunder to SAS Servizio Pvt. Ltd. In collaboration with Experion Developers Pvt. Ltd. 2nd Floor, Plot No. 18, Institutional area, Sector 32, Gurugram for setting up of Residential Plotted Colony over an additional area measuring 16.03125 acres in the revenue estate of village Dharmapura, Sector 108, Distt. Gurugram.

1. The particulars of the land, wherein the aforesaid Residential Plotted colony is to be set up, are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - a. That you will pay the Infrastructure Development Charges amounting to Rs. 3,31,98,048/- @ Rs.1,000/- per sq. mtr for the commercial area (175 FAR) and Rs. 500/- per Sq. Mtr. For Plotted component in two equal installments. First Installment will be due within 60 days of grant of license and second Installment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.
 - b. That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.
 - c. That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - d. That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Govt. u/s 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - e. That you shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DTCP Haryana.
 - f. That you shall construct at your own cost, or get constructed by any other institution or individual at its costs, the community buildings on the lands set apart for this purpose, as per provision of Section 3 (3) (a) (iv) of act 1975.
 - g. That you shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.
 - h. That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.


Director
Town & Country Planning
Haryana, Chandigarh

- i. That you have understood that the development /construction cost of 24 m/18 m major internal roads is not included in the EDC rates and you shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- j. That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India before execution of development works at site.
- k. That you shall seek approval from the Competent Authority under the Punjab Land Preservation Act, 1900 or any other clearance required under any other law.
- l. That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Shahari Vikas Pradhikaran.
- m. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- n. That you shall make provision of solar power system as per guidelines of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.
- o. That you shall use only LED fitting for internal lighting as well as campus lighting.
- p. That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- q. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percent of the amount from the floor/space holders for meeting the cost of Internal Development Works in the colony.
- r. That you shall permit the Director or any other office authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
- s. That you shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- t. That you shall keep pace of construction atleast in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.
- u. The you shall submit the additional bank guarantee, if any required at the time of approval of Service Plans/Estimate. With an increase in the cost of construction and increase in the number of facilities in Layout Plan, you would be required to furnish an additional bank guarantee within 30 days on demand. It is made clear that bank guarantee of Internal Development Works/EDC has been worked out on the interim rates.
- v. That you shall specify the detail of calculations per Sqm/per sq ft, which is being demanded from the plot holder/ commercial allottee on account of IDC/EDC, if being charged separately as per rates fixed by Govt.

- w. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.
- x. That you shall not raise any construction in the right of way of IOC (Gail Gas pipeline) passes through the Pocket-A.
- y. That you shall not give any marketing and selling rights to any other company other than the collaborator company.
- z. That you shall complete the demarcation at site within two month from date of licence and will submit the demarcation plan in the office of District Town Planner, Gurugram under the intimation to this office.
- aa. That no further sale of the licence applied land has taken place after submitting application for grant of licence.
3. The licence is valid up to 11.09.2024.


 (K. Makrand Pandurang, IAS)
 Director,
 Town & Country Planning
 Haryana, Chandigarh


Place : Chandigarh
 Dated: 12.09.2019.

Endst. No. LC-2755-C/Asstt. (AK)-2019/ 22683

Dated: 12-09-2019

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

1. SAS Servizio Pvt. Ltd. In coolaboraiton with Experion Developers Pvt Ltd. 2nd Floor, Plot No. 18, Institutional area, Sector 32, Gurugram alongwith a copy of agreement, LC-IV B & Bilateral Agreement and approved layout plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HSVP, Gurugram.
9. Chief Engineer, HSVP, Gurugram.
10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram alongwith approved layout plan.
13. Senior Town Planner (E&V), Haryana, Chandigarh.
14. District Town Planner, Gurugram alongwith a copy of agreement and approved layout plan.
15. Chief Accounts Officer, O/o DTCP, Haryana alongwith a copy of agreement.
16. Nodal Officer (website), O/o DTCP, Haryana.


 (Rajesh Kaushik)
 District Town Planner (HQ)
 For Director, Town & Country Planning
 Haryana Chandigarh

To be read with licence no. 114 dated 12.09. of 2019

Detail of land owned by SAS Servizio Pvt. Ltd;

Village	Rect No	Killa No	Area (K-M)	
Dharmpur	1	22	2-16	
		1	3-7	
		2	7-9	
		3	7-7	
		8	8-0	
	5	6	9	8-0
			10	8-0
			6/1	3-4
			6min	7-15
			7	8-0
		11	18/2	2-13
			23/2	1-16
			10	7-12
			16/1	0-2
			10	8-0
	12	10	11	8-0
			12	7-10
			19	7-14
			20	5-11
			27	0-10
		11	6/1	6-19
			7	8-0
			Total	128-5

OR
16.03125 Acres


Director,
Town & Country Planning
Haryana 