

FORM LC - IV (See Rule 11)

AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL COLONY UNDER NEW INTEGRATED LICENCING POLICY

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This Agreement is made and executed at

BETWEEN

(1) M/s Milda Buildwell Pvt. Ltd., (2) M/s Nadish Real Estates Developers Pvt. Ltd., (3) M/s Naja Estates Developers Pvt. Ltd., (4) M/s Jayanti Real Estates Developers Pvt. Ltd., (5) M/s Ananti Builders and Constructions Pvt. Ltd., (6) M/s Qabil Bailders and Developers Pvt. Ltd., (7) M/s Karida Real Estates Pvt. Ltd., (8) M/s Raeks Estates Developers Pvt. Ltd., having their registered office at 1st floor, Shopping Mall, Arjun Marg, DLF City Phase I, Gurugram, Haryana, (9) M/s Vikram Electric Equipment Pvt. Ltd., (10) M/s Invecon Pvt. Ltd., (11) M/s Uni International Pvt. Ltd., having their registered office at 416, 4th floor, Qutab Plaza Complex, DLF City Phase I, Gurugram, Haryana, (12) Sh. Rajkumar S/o Sh. Dayanand, (13) Ishwar Singh, Bastiram, Mahinder Singh, (14) Malkhan Singh, Shribhagwan, Vijaypal, (15) Krishan Kumar Yadav, Mohinder Pal Singh, Devinder Singh Yadav, Giriraj Yadav, Virender Singh Yadav, Harsh Yadav, Dherya Yadav, Rakesh Kumar, (16) Satbir 5/0 Garibu, (17) Pawan S/o Pyare Lal, (18) M/s Balaji Tirupati Infrastructure Pvt. Ltd., (19) M/s Gurgaon One Reality Pvt. Ltd., in collaboration with M/s DLF Limited, having its registered office at 3rd floor, Shopping Mall, Arjun Marg, DLF City, Phase I, Gurugram, Haryana, through their authorized signatory/SPA holder and (20) M/s DLF Limited, having its registered office at 3rd floor, Shopping Mall, Arjun Marg, DLF City, Phase I, Gurugram, Haryana, through its authorized signatory (hereinafter referred to as the "Owner/Developer"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

AND

The Governor of Haryana acting through the Director General, Town & Country Planning, Haryana, Chandigarh, (hereinafter referred to as the "Director")

For M/s Milda Buildwell Pvt. Ltd., & (19) others For DLF Limited

Authorised Signatory

day of OCHOber, 2023.

SP/ Limited through its DLF Authorised Signatory

Director Ge rai own & Country Haryana, Char digam

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... of the One Part:

.... of the Other Part;

WHEREAS the Owner/Developer is in possession of the land mentioned in the Annexure hereto for the purpose of converting it into Residential Colony under New Integrated Licencing Polic, (AILP), over an area measuring 116.394 acres in Sectors 76 & 77, Gurugram.

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AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of licence is that the Owner/Developer shall enter into agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a Residential Colony under New Integrated Licencing Policy (NILP), over an area measuring 116.394 acres, (under migration of area measuring 103.15 acres from Licence No. 27 of 2012 alongwith fresh area 13.24 acres), falling in the revenue estate of Villages Shikohpur & Kherki Daula, Sectors 76 & 77, Gurugram.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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- In consideration of the Director agreeing to grant licence to the Owner/Developer 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 :
 - i. That the Owner/Developer shall deposit thirty percent 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 and construction works in the colony.
 - ii. That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms, and conditions hereunder:

That the owner shall pay the proportionate EDC at the tentative rate of Rs. 223.07 lacs per gross acre (based on 300 PPA) for residential area and Rs. 486.13 lacs per gross acre for commercial area. These charges shall be payable to the Director General, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of the grant of licence or in 10 (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 at grant of licence.
- b. Balance 90% in 9 (nine) equal six monthly installments along with interest at the rate of 12% per annum on the unpaid amount portion of the amount worked out at the tentative rates of Rs. 223.07 lacs per acre for residential component and Rs. 486.13 lacs per acre for commercial component. However, at the time of grant of completion certificate nothing will be outstanding as EDC.
- c. The Owner shall pay the EDC as per scheduled dates, terms & conditions as and when demanded by the Director General, Town & Country Planning, Haryana, Chandigarh.
- d. In the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the additional Bank Guarantee, if any, on the enhanced EDC rates.
- e. For the grant of completion certificate, the payment of EDC shall be prerequisite along with the valid licence and Bank Guarantee.

For M/s Milda Buildwell Pvt. Ltd., & (19) other

SPA Holder hrough its **DLF** Limited Authorised Signatory

Authorised Signatory

For DLF Limited

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- f. That the Owner shall specify the detail of calculation per sqm. / sqft. which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- g. 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 and additional interest of 3% per annum {making the total payable interest 15%(simple) per annum) would be chargeable up to a period of three months and the additional three months with the permission of Director.
- h. No EDC would be recovered from EWS category of allottees.
- i. That the rates, schedules, and terms & conditions of External Development Charges may be revised by the Director during the period of license 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 & conditions, so determined by the Director along with interest from the date of grant of license.
- iii. In case, the HSVP executing External Development Works before the final payment of EDC, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lump-sum even before the completion and the colonizer shall be bound to make the payment with the period so specified.
 - Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
 - b. That the owner/developer shall arrange electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director will recover that cost from the owner and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per peak load requirement of colony shall remain the responsibility of the owner, for which the owner will be required to get the electrical (distribution) service plan/estimates approved from the agence responsible for installation of external electric services i.e., HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining occupation/completion certificate for the colony.
- iv. That the Owner/Developer shall be responsible for maintenance & upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or Local Authority or RWA as the case may be.
- No third party rights shall be created without getting the prior permission of the Director.
- vi. That the owner shall individually as well as jointly be responsible for the individual plan of licenced area as well as total combined plans of the licenced area as whole.

For M/s Milda Buildwell Pvt. Ltd.,	For DLF Limited
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vii. That the owner shall deposit Infrastructure Development Charges @ Rs. 625 per sqm for residential area in proportion to proposed FAR i.e. at 5/7th of the corresponding rate of IDC for Group Housing Colony and @ Rs. 1000 per sqm for commercial area in two equal installments. The first installment of the IDC shall be deposited within 60 days from the date of grant of licence and the second installment is to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest @ 18% PA (simple) for the delay in the payment of installment.

- viii. That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- ix. That the Owner/Developer shall permit the Director or any other officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- x. 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.
- xi. 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 GMDA and make their own arrangements for temporary disposal or give the requisite land.
- xii. That the owner shall convey the Ultimate Power Load requirement of the project to the concerned power utility, with a copy to the Director within 2 months period from the date of grant of licence to enable provision of site within the licenced land for Transformers/Switching Station/Electric Sub-station as per the norms prescribed by power utility in zoning plan of the project.
- xiii. The Owner/Developer shall transfer 10% area of the licenced colony free of cost to the Govt. for provision of community sites as per provisions of the Policy dated 11.05.2022.
 - a. The location of the area for community facilities will be at the discretion of Director to enable feasibility of its integration with the similar area reserved for community facilities in an adjoining colony, if applicable.
 - b. FAR as permitted in the licenced colony will be given to the colonizer for the area to be transferred in this regard for its utilization within the licenced colony area as per existing practice being followed in group housing colonies.
 - c. The land earmarked for community sites shall be transferred before obtaining the Completion Certificate, if applicable.
- xiv. That the Developer shall either surrender 10% of Colony area free of cost to Govt. for Affordable Group Housing within 60 days of issuance of licence or deposit an amount @ three times the collector rate in lieu of 10% land to be surrendered as per provisions of policy dated 11.05.2022.

For M/s Milda Buildwell Pvt. Ltd., & (19) others

SPA Holder DLF Limited through its Authorised Signatory

For DLF Limited

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Director General Town & County Planning Haryana, Chandigath

- That the Owner/Developer shall abide by the provision of the New Integrated Licence Policy dated 11.05.2022 and the amendment therein.
- That the Owner/Developer shall complete the project within a period of 7 years (5 + xvi 2 years) from date of grant of licence. The first renewal of licence will be at the prevalent rates. In case the project is not completed within the stipulated time, the colonizer will be required to pay 100% licence fee for renewal subject to satisfaction of the Director.
- Provided always and it is hereby agreed that should the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.
- Upon cancellation of the licence under clause 2 above, the Government may acquire the area 3. of the aforesaid colony under Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank Guarantee in that events shall stand forfeited in favor of the Director.
- The stamp duty and registration charges on this deed shall be borne by 4. Owner/Developer.
- The expression that 'owner' herein before used shall include his heirs, legal representatives, 5. successors and permitted assigns.
- After the layout and development works or part thereof in respect of the colony or part 6. thereof have been completed and a completion certificate in respect thereof issued, the Director may on 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 bank guarantee corresponding to the part of colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of 5 years from the date of issue of the Completion Certificate under Rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.
- The owner/developers shall pay the labor cess charges as per policy dated 25.02.2010 or as 7. issued from time to time.
- That any other condition which Director may think necessary in the public interest can be 8. imposed.

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

For M/s Milda Buildwell Pvt. Ltd., & (19) other

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WITNESSES:

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1st floor, Gateway Tower, Gurugram, Haryana

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Director G Town & Country Planning Haryana, Chi

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FORM LC - IV-A [(See Rule 11(1)(h)]

BILATERAL AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL COLONY UNDER NEW INTEGRATED LICENCING POLICY

This Agreement is made and executed at CLAN digath on this 25th day of OCHO ber, 2023.

BETWEEN

(1) M/s Milda Buildwell Pvt. Ltd., (2) M/s Nadish Real Estates Developers Pvt. Ltd., (3) M/s Naja Estates Developers Pvt. Ltd., (4) M/s Jayanti Real Estates Developers Pvt. Ltd., (5) M/s Ananti-Builders and Constructions Pvt. Ltd., (6) M/s Qabil Builders and Developers Pvt. Ltd., (7) M/s Karida Real Estates Pvt. Ltd., (8) M/s Raeks Estates Developers Pvt. Ltd., having their registered office at 1st floor, Shopping Mall, Arjun Marg, DLF City Phase I, Gurugram, Haryana, (9) M/s Vikram Electric Equipment Pvt. Ltd., (10) M/s Invecon Pvt. Ltd., (11) M/s Uni International Pvt. Ltd., having their registered office at 416, 4th floor, Qutab Plaza Complex, DLF City Phase I, Gurugram, Haryana, (12) Sh. Rajkumar 5/o Sh. Dayanand, (13) Ishwar Singh, Bastiram, Mahinder Singh, (14) Malkhan Singh, Shribhagwan, Vijaypal, (15) Krishan Kumar Yadav, Mohinder Pal Singh, Devinder Singh Yadav, Giriraj Yadav, Virender Singh Yadav, Harsh Yadav, Dherya Yadav, Rakesh Kumar, (16) Satbir S/o Garibu, (17) Pawan S/o Pyare Lal, (18) M/s Balaji Tirupati Infrastructure Pvt. Ltd., (19) M/s Gurgaon One Reality Pvt. Ltd., in collaboration with M/s DLF Limited, having its registered office at 3rd floor, Shopping Mall, Arjun Marg, DLF City, Phase I, Gurugram, Haryana, through their authorized signatory/SPA holder and (20) M/s DLF Limited, having its registered office at 3rd floor, Shopping Mall, Arjun Marg, DLF City, Phase I, Gurugram, Haryana, through its authorized signatory (hereinafter referred to as the "Owner/Developer"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

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For DLF Limited

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AND The Governor of Haryana acting through the Director General, Town & Country Planning, Haryana, Chandigarh, (hereinafter referred to as the "Director")

For M/s Milda Buildwell Pvt. Ltd., & (19) others

SPA Holder ough its **DLF** Limited t Authorised Signatory

Director General Town & Country Planning Haryana, Chandigarh

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of licence, the Owner/Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of Residential Colony under New Integrated Licencing Policy, over an area measuring 116.394 acres (under migration of area measuring 103.15 acres from Licence No. 27 of 2012 alongwith fresh area 13.24 acres), falling in the revenue estate of Villages Shikohpur & Kherki Daula, Sectors 76 & 77, Gurugram.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH IS AS FOLLOWS:

- In consideration of the Director agreeing to grant licence to the Owner/Developer 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/Developer, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him.
 - a) That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, term, and conditions hereunder:

The owner shall pay the proportionate EDC at the tentative rate of Rs. 223.07 lacs per gross acre (based on 300 PPA) for residential area and Rs. 486.13 lacs per gross acre for commercial area. These charges shall be payable to the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of the grant of licence or in 10 (ten) equal half-yearly installments in the following manner:

- (i) First installment shall be payable within a period of 30 days from the date grant of licence.
- (ii) Balance 90% in 9 (nine) equal six-monthly installments along with interest at the rate of 12% per annum on the unpaid amount portion of the amount worked out at the tentative rates of Rs. 223.07 lacs per acre for residential component and Rs. 486.13 lacs per acre for commercial component.
- (iii) However, at the time of grant of completion certificate nothing will be outstanding as EDC.
- (iv) That against the licence so granted, the colonizer shall integrate its bank account in which 70% allottee receipts are credited under Section 4(2)(1)(D) of the Real Estate Regulation and Development Act 2016, with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted, if applicable, and gets credited to the EDC head in the State Treasury.
- (v) Such 10% of the total receipts, if applicable, from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the colonizer.
- (vi) Such 10% deduction, if applicable, shall continue to operate till the total EDC dues get recovered from the colonizer against the said licence.

For M/s Milda Buildwell Pvt. Ltd., & (19) others

SPA Holder DLF Limited through its Authorised Signatory For DLF Limited

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Director General Town & Country Planning Haryana, Chandigarh

- (vii) The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the colonizer. The Coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed schedule.
- That the Owner/Developer shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities / facilities in his colony for the benefit of the residents therein.

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- 3. That the Owner/Developer 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 overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
 - The Owner/Developer shall transfer 10% area of the licenced colony free of cost to the Govt. for provision of community sites as per provisions of the Policy dated 11.05.2022.
 - (i) The location of the area for community facility will be at the discretion of Director to enable feasibility of its integration with the similar area reserved for community facilities in an adjoining colony, if applicable.
 - (ii) FAR as permitted in the licenced colony will be given to the colonizer for the area to be transferred in this regard for its utilization within the licenced colony area as per existing practice being followed in group housing colonies.
 - (iii) The land earmarked for community sites shall be transferred before obtaining the Completion Certificate, if applicable.
- 5. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owner/Developer shall transfer all such roads, open spaces, public parks & public health services free of cost to the Government or Local Authority or RWA as the case may be.
- 6. That the owner shall ensure compliance of the provision of Haryana Apartment Ownership Act, 1983 which shall be followed in letter and spirit.
- 7. That the Owner/Developer shall deposit 30% percent of amount realized by him from flat holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the owner towards meeting the cost of Internal Development Works and construction works in the colony.
- 8. That the Owner/Developer shall permit the Director, or any other officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

For M/s Milda Buildwell Pvt. Ltd., & (19) other SPA Holder th its **DLF** Limited Authorised Signatory Dire n & Country Haryana, Ch

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- That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- That the Bank Guarantee of the Internal Development Works has been furnished on the interim rates for the development works and construction of the 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 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner shall furnish an additional bank guarantee within 30 days on demand.
- 11. The owner shall deposit Infrastructure Development Charges @ Rs. 625 per sqm for residential area in proportion to proposed FAR i.e. at 5/7th of corresponding rate of IDC for Group Housing Colony and @ Rs. 1000 per sqm for commercial area in two equal installments. The first installment of the IDC shall be deposited within 60 days from the date of grant of licence and the second installment is to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest @ 18% PA (simple) for the delay in the payment of installment.
- 12. That the pace of construction/development in the colony shall be in accordance with sale agreement with the buyers of the plots/flats/office and commercial space as and when the project is launched, wherever applicable.
- 13. That you shall convey Ultimate Power Load requirement of project to concerned power utility, within 2 months from date of grant of licence to enable provision of site in your land by for Transformers/Switching Station/Electric Sub-station as per norms prescribed by power utility in zoning plan of the project.
- 14. Provided always and it is hereby agreed that should the Owner/Developer commit any breachof the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to them.
- 15. Upon cancellation of the licence under clause 2 above, the Government may acquire the area of the aforesaid colony under Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank Guarantee in that events shall stand forfeited in favor of the Director.
- 16. That you shall submit the compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975. The applicant company shall inform account number & full particulars of the Scheduled Bank herein the applicant company has to deposit 30% of the amount from the buyers for meeting the cost of internal development works in the colony.
- 17. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 18. The expression that 'owner' herein before used shall include his heirs, legal representatives, successors and permitted assigns.
- 19. That you shall abide for paying the labor cess as per policy instructions issued by Haryana Govt. vide memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

For M/s Milda Buildwell Pvt. Ltd., & (19) others

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SPA Holder DLF Limited through its Authorised Signatory

For DLF Limited

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Director General Town & Country Planning Haryana, Chandigarh



That you shall integrate the services with HSVP services as per the approved service "as and when made available.

That you shall provide the rainwater harvesting system as per Central Ground Wate Authority/Haryana Govt. notification as applicable.

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

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

For M/s Milda Buildwell Pvt. Ltd., & (19) others

For DLF Limited

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WITNESSES:

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