



Indian-Non Judicial Stamp Haryana Government



Date : 18/12/2017

Certificate No. G0R2017L1673



GRN No. 32183012

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Alpha corp development pvt ltd

H.No/Floor: 6th

Sector/Ward: 42

LandMark: Gvct golf course road

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 0124483111



Buyer / Second Party Detail

Name: Director Town and country planning

H.No/Floor: 71

Sector/Ward: 17c

LandMark: Sco

City/Village: Chandigarh

District: Chandigarh

State: Haryana

Phone: 0172254934

Purpose: STAMP PAPER FOR EXECUTION OF AN AGREEMENT

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

LC - IV (see Rule 11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

THIS AGREEMENT is made on this 09th day of February 2018 between:

M/s. Alpha Corp Development Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having their registered office at Upper Basement, Alpha Mall, MBM Farm, GT Road, Sultan Wind Sub Urban, Amritsar, Punjab, India, 143001 and its Corporate office at Golf View Corporate Towers, Golf Course Road, Sector-42, Gurgaon, through its Authorized Signatory Mr. Sachin Gupta S/o Late Shri Vinod Gupta (hereinafter called the "**Developer**"), on it-self and also on behalf of its collaborator M/s. PAX Properties Pvt. Ltd., having its registered office at E-139, Saket, New Delhi-110017 (hereinafter called the "**Owner**"), acting through its constituted Power of Attorney M/s. Alpha Corp Development Private Limited (jointly hereinafter referred to as the "**Owner/Developer**") of the ONE PART;

AND



[Signature]
Director
Town & Country Planning
Chandigarh

For Alpha Corp Development Pvt. Ltd.

[Signature]
Authorised Signatory

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

WHEREAS the Owner/Developers are well entitled to and in possession of the Land mentioned in Annexure hereto and applied for the purpose of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the condition of the grant of License is that the Owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the Licence finally granted for setting up a **Group Housing colony (Under Left Out Pocket Policy dated 14.06.2012) over an area measuring 2.3828 acres falling in the revenue estate of Village Gurugram, Sector-15, Part-II Tehsil & District Gurugram, Manesar Urban Complex.**

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. 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 fulfilment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer, the Owner/Developer hereby covenants as follows :
 - a) That the Owner/Developer shall develop 50% of the amount realized by him from the Flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled Bank and this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
 - b) That the Owner/Developer undertakes to pay the proportional External Development Charges ("EDC") for the area earmarked for Group Housing Scheme, as per the rate schedule, terms and conditions hereto:
 - i) That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs.312.289 lacs per gross acres on the area admeasuring 2.3709 acres of the Group Housing component and Rs.416.385 lacs per acre on area admeasuring 0.011914 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.
 - ii) First instalment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
 - iii) Balance 90% in nine equated six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs.312.289 lacs per gross acres on the area admeasuring 2.3709 acres of the Group Housing component and Rs.416.385 lacs per acre on area admeasuring 0.011914 acres for

Director
Town & Country Planning
Haryana Chandigarh



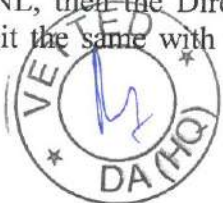
For Alpha Corp Development Pvt. Ltd.

Authorised Signatory

commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC. It is further made clear that the rate of EDC have been calculated on the basis of EDC indexation mechanism policy dated 11/02/2016 which stands approved by the Cabinet. If there will be any change and delay in the amendment on the Act/ Rule w.r.t. the said rates, the differential amount from the original calculation will be required to be deposited as per demand and furnish additional Bank Guarantee.

- iv) That the Owner/ Developer shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - v) That the Owner/ Developer shall specify the detail of Calculation per Sq.m/Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - vi) That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on instalments from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on enhanced EDC rates.
 - vii) In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
 - viii) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in instalment on the due date, an additional penal interest of 3% per annum (making the total payable interest@ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
 - ix) In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/ Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i.e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
 - x) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However the installation of internal electricity

Director
Town & Country Planning
Haryana, Chandigarh



For Alpha Corp Development Pvt. Ltd.

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distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited. Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

- e) No EDC would be recovered from Economically Weaker Section (EWS)/Lower Income Group (LIG) categories of Allottees.
- f) The Owner/Developer shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services of the said Group Housing Colony for a period of five years from the date of issue of the completion certificate under Rule 16 of the Haryana Development and Regulation of Urban Areas Rules, 1976 unless earlier relieved of this responsibility, when the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.
- g) That the Owner/Developer 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 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 it may lay down.
- h) No third party shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- i) That the Owner/Developer construct all the community buildings within a period so specified by the Director from the date of grant of Licence.
- j) That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- k) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
- l) That the Owner/Developer shall pay the proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions given in clause -1(b) of the agreement:

- i. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner/Developer shall be bound to pay the balance of the

For Alpha Corp Development Pvt. Ltd.



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enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.

- ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of zoning plan of the site conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, sanitary requirements and circulation (vertical and horizontal).
 - iii. That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of licence.
 - iv. That in case of group housing adequate accommodation shall be provided for domestic servants and other services Population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet., which will cater to the minimum size of the room along with bath and water closet.
 - v. That the Owner/Developer shall deposit 50% of the amount realized by him from flat holders from 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/Developer towards meeting the cost of internal development works and the construction works in the colony.
 - vi. That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided
- f) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs.600 per sq. meter for Group Housing Component and Rs.1000 per sq. meter for Commercial Component of the gross area of said Group Housing Colony in two equal instalments. The First Instalment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second instalment shall be deposited within six months of the date of grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of instalment.

g) That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

- h) That the Owner/Developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development

For Alpha Corp Development Pvt. Ltd.


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Director
Town & Country Planning
Haryana, Chandigarh

works in the Group Housing 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.

- i) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
 - j) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangements for water supply, sewerage drainage etc to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this agreement or Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.
 3. 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 event shall stand forfeited in favour of the Director.
 4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
 5. That the Owner/Developer shall abide by the policy dated 08.07.2013/or any other instructions/policy issued from time to time with regards to allotment of EWS plot and flats.
 6. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
 7. The expression the "Owner/Developer" hereinbefore used/shall include his heirs, legal representatives, successors and permitted assignees
 8. After the layout and development works or part thereof in respect of the said Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the Owner/Developer, release the Bank Guarantee or part thereof, as the case

Director
Country Planning
Chandigarh



For Alpha Corp Development Pvt. Ltd.

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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 issue of the completion certificate under Rule 16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

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

For Alpha Corp Development Pvt. Ltd.

(Authorised Signatory)

WITNESSES

1. *Raj* RAS KUMAR SINGH
Golf View Towers, 6th Floor
Golf Course Road Sector-42,
Gurgaon - 122002 (HR)
- 2.

Sup SUKHWINDER SINGH
Golf View Towers
6th Floor Golf Course Road,
Sector 42 Gurgaon (HR)

Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING HARYANA,
CHANDIGARH

FOR and on behalf of the Governor of Haryana.

Rakesh Bansal
RAKESH BANSAL
PLANNING ASSTT.





Indian-Non Judicial Stamp Haryana Government



Date : 18/12/2017

Certificate No. G0R2017L1692



GRN No. 32183550

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Alpha corp development pvt ltd

H.No/Floor : 6th

Sector/Ward : 42

LandMark : Gvct golf course road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 0124483111



Buyer / Second Party Detail

Name : Director Town and country planning

H.No/Floor : 71

Sector/Ward : 17c

LandMark : Sco

City/Village : Chandigarh

District : Chandigarh

State : Haryana

Phone : 0172254934

Purpose : STAMP PAPER FOR EXECUTION OF AN AGREEMENT

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

[FORM LC-IV A

[See Rule 11(1)(h)]

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

This agreement made on the 09th day of February 2018 between-

M/s. Alpha Corp Development Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having their registered office at Upper Basement, Alpha Mall, MBM Farm, GT Road, Sultan Wind Sub Urban, Amritsar, Punjab, India, 143001 and its Corporate office at Golf View Corporate Towers, Golf Course Road, Sector-42, Gurgaon, through its Authorized Signatory Shri Sachin Gupta, S/o Late Shri Vinod Gupta (hereinafter called the "**Developer**"), on it-self and also on behalf of its collaborator M/s. PAX Properties Pvt. Ltd., having its registered office at E-139, Saket, New Delhi-110017 (hereinafter called the "**Owner**"), acting through its constituted Power of Attorney M/s. Alpha Corp Development Private Limited (jointly hereinafter referred to as the "**Owner/Developer**") of the ONE PART;

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "**Director**") of the OTHER PART.

For Alpha Corp Development Pvt. Ltd.

Authorised Signatory



Director

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 for setting up of a group housing colony (Under Left Out Pocket Policy dated 14.06.2012) over an land measuring 2.3828 acres falling in the revenue estate of Village Gurugram, Sector-15, Part-II Tehsil & District Gurugram, Manesar Urban Complex.

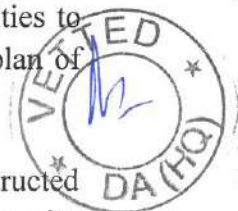
AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER

1. 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 to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the Owner/Developer, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the Owner/Developer hereunder covenanted by him as follows:
 - (a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services Population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet., which will cater to the minimum size of the room along with bath and water closet.
 - (b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to the provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
 - (c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the Owner/Developer.
 - (d) The Owner/Developer shall at his own cost or get constructed the school, hospitals, community centres buildings and other community buildings on the land set apart for this purpose within a period of four For Alpha Corp Development Pvt. Ltd.

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh



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.

No third party right shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana, Chandigarh

- e) (i) That the Owner/Developer shall pay the proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions hereto:
- (ii) That the rates, schedule, term and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the ow shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- f) That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flat holders @ Rs. NIL per gross acre which is tentative charges only for construction of a portion of the total community buildings.
- g) That the Owner/ Developer shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Owner/Developer ship Act, 1983.
- h) That the Owner/Developer shall abide by the provisions of the Haryana Apartment Owner/Developer ship Act, 1983
- i) That the responsibility of the ownership of the common area and facilities as well as their management; and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Owner/Developer ship Act, 1983.
- j) That the Owner/Developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for the period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

For Alpha Corp Development Pvt. Ltd.

Authorised Signatory


Director
Town & Country Planning
Haryana, Chandigarh



- k) That the Owner/Developer shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled bank and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works in the colony.
- l) That the Owner/Developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/group housing colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- m) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs.625 per square meters for Group Housing Component and Rs.1000 per sq. meter for commercial component of the gross area of the said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of IDC shall carry an interest @ 18% (simple) per annum for the delay in the payment of installment.
- n) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the Flats as and when scheme is launched
- o) That the Owner/Developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the Group Housing Colony.
- p) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories, and the area of such flats shall not be less than 200 square feet and the maximum price of allotment of EWS flat shall be of Rs. 150,000/- per flat. i.e. Rs. 750 per sq ft in the following manner. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particulars area in the following manner:-
- (i) That for the allotment of the flats the Owner/Developer shall invite applications for allotment through open press from eligible member of economically weaker section categories, as defined by the State Government /Housing Board Haryana. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.
- (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the Owner/Developer after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of

For Alpha Corp Development Pvt. Ltd.

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Director
Town & Country Planning
Haryana, Chandigarh

terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developer.

- (iii) That the Owner/Developer while calling the applications for the allotment of economically weaker section /lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iii(a) That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his / her dependent children who were earlier allotted flats/house by the Housing Board, Haryana, HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS category) have transferred the same to some other person.
- iv) That any person registered under BPL family which includes his/her dependents/or children who do not own any flat plot in any HUDA sector licensed Colony in any of the Urban Area in the State, will be eligible for making the application by one BPL family.
- v) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and then the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.
- vii) That the Owner/Developer will make the scheme transparent, advertisement will be given in one of the leading English National Dailies and two Newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number and size of flats etc. The advertisement should also highlight the other essential requirements, terms and conditions as the envisaged on the policy of the Government.
- vii (a) That the Colonizer/ Owner after scrutinizing the application i.e EWS categories, will submit the list of eligible candidates to be the concerned Senior Town Planner, within a period of 8 weeks and shall take following action as the case may be;
- If some applications are incomplete in terms of minor deficiencies like signatures/ BPL, proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days For Alpha Corp Development Pvt. Ltd.

Director
Town & Country Planning
Haryana, Chandigarh

Authorised Signatory



time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

- viii) That the allotment will be done through draw of the lots in the presence of the committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner/Developer concerned.
- ix) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above .
- a) That the colonizer/owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful Allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause vii of this agreement.
- b) That in case the person/successful applicant does not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situation, the flat can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.
- c) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but, the same shall be without interest/compensation. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/owners till the process of allotment of successful Allottees/ applicants is completed as mentioned in clause iii(d) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.
- d) That a case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled.
- e) That for providing duplicacy, the colonizer/owner shall fix a rubber stamp of his Company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number UIC card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out only of successful Allottees.

Director
Town & Country Planning
Haryana, Chandigarh

For Alpha Corp Development Pvt. Ltd.

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- f) That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installment in case of successful allottees.
- g) That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favor of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
- x) That the Owner/Developer will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.
- xi) That Owner/Developer will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed and allotted and the plots reserved for EWS are also allotted.
- xii) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.
- xiii) That no maintenance charges are recordable from EWS plot/flat holders. However, colonizer/ Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizer/Association.
- xiv) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Government.
- xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holder.
- xvi) If there is an increase in the prescribed minimum size of EWS Plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.
- g) 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

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Town & Country Planning
Chandigarh

taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

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

- (a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) a minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;
- (c) the Owner/Developer while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;
- (d) after the layout plans and development works or part thereof in respect of the group housing colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may, on an application in this behalf, from the Owner/Developer, release the bank guarantee or part thereof, as the case may be, provided that, if the completion of the group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof, as the case may be, for a period of 5 years from the date of issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner/Developer;

- (e) that the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of

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Director
Town & Country Planning
Haryana, Chandigarh

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community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within thirty days on demand.

2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to the Owner/ Developer.
3. Upon cancellation of the licence under clause, 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.
4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project
5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
6. The expression the "Owner/Developer" hereinbefore used/shall include his heirs, legal representatives, successors and permitted assignees.
7. That any other condition which the Director may think necessary in public interest can be imposed.
8. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangements for water supply, sewerage drainage etc to the satisfaction of DG,TCP till the services are made available from the external infrastructure to be laid by HUDA.

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

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

For Alpha Corp Development Pvt. Ltd.

(Authorised Signatory)

WITNESSES

1. Raj . RAJ KUMAR SINGH
Alpha Corp Development Pvt Ltd.
Golf View Towers, 6th Floor
Gurgaon - 122001 (HR)

2. Sukhwinder SINGH
Golf View Towers
6th Floor Gurgaon (HR)

g.d.
Director
Town & Country Planning
Haryana, Chandigarh

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

Rakesh
RAKESH BANSAL
PLANNING ASSTT.

