



हरियाणा HARYANA

30AA 540636

LC-IV

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

This Agreement is made on this 04th day of JUNE, 2013 (Two thousand thirteen).

Between

Delta Propcon Private Limited, a company incorporated under the Companies Act, and having its registered office at _95, 2nd Floor, Kailash Hills, New Delhi-110065 and Prompt Infravision Private Ltd., a company incorporated under the Companies Act, and having its registered office at _302, Kausal Bazar, 32-33, Nehru Place, New Delhi-110019 (hereinafter referred to as "Owner/Developer") 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 authorized signatory namely Sh. P. Baranwal S/o Sh. Mathura Prasad Baranwal

PART

And

Delta-Propcon Pvt. Ltd.
Director/Auth. Signature

D.G.T.C.P. No.

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

.....of the OTHER PART
WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes 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 conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 23.4188 acres falling in the revenue estate of Village Harsaru Sector- 36A, Gurgaon-Manesar Urban Complex, District Gurgaon, Haryana.

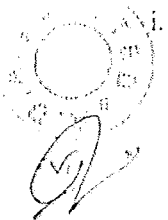
NOW THIS DEED WITNESSETH AS FOLLOWS :-

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

1a). That the Owner/Developer shall deposit 30% 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 that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:

That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258.093 Laacs per gross acres on the area measuring 23.3017 acres of total Group Housing colony and Rs. 344.38 Laacs per gross acre on the area measuring 0.1171 acres (1.5 FAR) 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.



For Datta-Popco Pvt. Ltd.
Director/Auth. Signatory

D.G.T.C.P. Hr.

- ii. First installment 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. 258.093 Laes per gross acres on the area measuring 23 3017 acres of total Group Housing colony and Rs. 344.38 Laes per gross acre on the area measuring 0.1171 acres (1.5 FAR) for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v. That the Owner 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 installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the 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.
- vii. 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 installment 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.
- viii. 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.
- ix. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.

For Devel-Proper Pvt. Ltd.
Director/Auth. Signature

D.G.T.C.P. H.

1c). 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.

1d). The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut 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 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.

1e No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1f). That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon 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.

1g). 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 laid down.

1h). No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

1i). The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

1j). 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.

For Devel-Propcon Pvt. Ltd.
Director/Auth. Signatory

D.G.T.C.P. Hr.

- 1k). That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License
- 1l) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for 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 license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the 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, fire 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 the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
 - iv. That in case of the said Group Housing Colony the Owner/Developer deposit 30% 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 that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works and construction works in the colony.
 - v. 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. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs.1000/- per sq.

For Delta-Propcon Pvt. Ltd.
Director/Auth. Signatory

D.G.T.C.P. Hr.

meter (150 FAR) for Commercial Component of the gross area of 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 the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

- 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 development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license 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 arrangement 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.
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 Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
3. Upon cancellation of the License 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 Director General.
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.

For Delhi-Propcon Pvt. Ltd.

Director/Auth. Signature

D.G.T.C.P. Hr.

5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
6. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
7. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have 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 may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written.

WITNESSES :

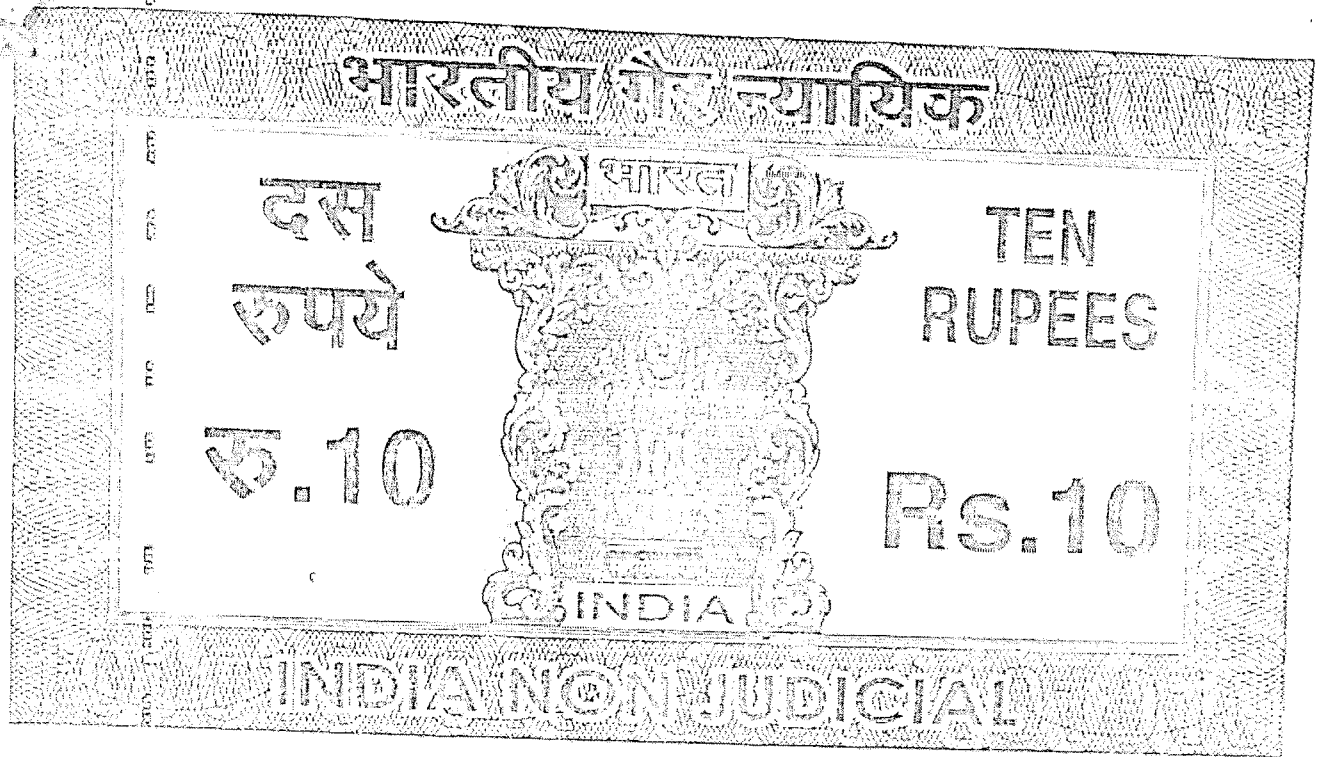
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Pam Sir
Pam Sir Gaurhok
V.P.O. Badli
Chandigarh

For Delta-Propcon Pvt. Ltd.
(Authorized Signatory)
Director General

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Director General
Town & Country Planning
Haryana, Chandigarh



हरियाणा HARYANA

FORM LC-IV-A

30AA 540635

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

This Agreement is made on this 04th day of JUNE of the Year 2013 (Two thousand thirteen).

BETWEEN

Delta Propeon Private Limited, a company incorporated under the Companies Act, and having its registered office at _95, 2nd Floor, Kailash Hills, New Delhi-110065 and Prompt Infravision Private Ltd., a company incorporated under the Companies Act, and having its registered office at _302, Kausal Bazar, 32-33, Nehru Place, New Delhi-110019 (hereinafter referred to as "Owner/Developer") 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 authorized signatory namely Sh. P. Baranwal S/o Sh. Mathura Prasad Baranwal.

.....Of the ONE PART

And

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

.....of the OTHER PART

For Delta Propeon Pvt. Ltd.

Director/Authorized Signatory

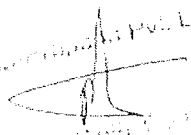
D.G.T.C.P. Hr.


WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 23.4188 acres falling in the revenue estate of Village Harsaru Sector- 36A, Gurgaon-Manesar Urban Complex, District Gurgaon, Haryana.

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 :-

- I. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their 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, the Owner/Developer hereunder covenants 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 (E.W.S) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.
 - b) That all the buildings to be constructed in the said Group Housing Colony shall be with the 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, 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 Owner/Developer.
 - d) 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


Owner/Developer


D.G.I.C.P. Hr.

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 laid down.

No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

- e) (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions Annexed 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 Owner/Developer 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 flats holders @Rs. NIL per gross acre which is a 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 them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- g) That Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act 1983.
- h) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest the Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- i) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free to cost to the Government or the local authority, as the case may be.
- j) That the Owner/Developer shall deposit 30% 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

Owner/Developer Pvt. Ltd.
Signature

D.G.T.C.P. H.

be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

- k) That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- l) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs 1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of 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 the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- m). 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.
- mm) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 Sq. Ft. These flats shall be allotted at the maximum cost of Rs. 1, 50,000 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 the 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 the 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 applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and

not Delivered Pvt. Ltd.
Director/Authorized Signatory

D.G.T.O.P. Hr.

acceptance of the 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 the economically weaker section (EWS) /lower Income group (LIC) categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iv) That any person registered under BPL family and includes his/her dependent children who do not own any flat in the HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application.
- v) That the First Preference will be give to BPL families listed in the same Town and followed by Listed in the District and the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months of the grant of license or sanctioned of the building plans whichever is later and the possession of flats shall be offered within the valid license period of 4 years.
- 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 of flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.
- 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 DTCP and the results will also be published in the newspapers as referred in (vii) above.
- 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 & allotted and the plots reserved for EWS are also allotted.

Delta-Propcon Pvt. Ltd.
Signature

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- 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 recoverable 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 Colonizers/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 Govt.
- 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.
- o) That the Owner/Developer shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall 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 their colony for the benefit of the resident 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 profit (after making provision for the payment of taxes) has 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


for Daria-Propcon Pvt. Ltd.


Director (with. Stamp)

D.G.T.C.P. Ho.

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 said Group Housing Colony have been completed and a completion certificate in respect thereof have 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 may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-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
- e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the 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 the thirty days on demand.
- 2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this 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 license granted to the Owner/Developer.
- 3) Upon cancellation of the license under clause 2 above 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 upto date. 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 the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations 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.

for Dena-Propcon Pvt. Ltd.

Director/Authorizing Signatory


D.G.T.C.P. Haryana

- 6) The expression "Owner/Developer" hereinbefore used/shall include their 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 arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement 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.
- 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.

WITNESSES :

1.

Ram Sir
Ram Sir : So Ashu
... P.O. Boda
Chaggar

2.

Q

For Data-Propcon Pvt. Ltd.

[Signature]
Director/Auth. Signatory
(Authorized Signatory)

DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

[Signature]
Director General
Town & Country Planning
Haryana, Chandigarh



हरियाणा HARYANA

30AA 540965

LC-IV

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

This Agreement is made on this 08th day of Nov., 2013 (Two thousand thirteen).

Between

Delta Propcon Private Limited, a company incorporated under the Companies Act, and having its registered office at 95, 2nd Floor, Kailash Hills, New Delhi-110065 (hereinafter referred to as "Owner/Developer") 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 namely Sh. P. Baranwal S/o Sh. Mathura Prasad Baranwal

.....Of the ONE

PART

And

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

.....of the OTHER PART

For Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

D.G.T.C.P. Hr.

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes 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 conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 1.6875 acres in addition to already applied area measuring 23.41875 acres falling in the revenue estate of Village Harsaru Sector-36A, Gurgaon-Manesar Urban Complex, District Gurgaon, Haryana.

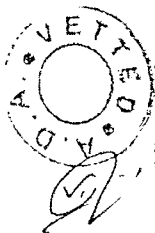
NOW THIS DEED WITNESSETH AS FOLLOWS :-

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

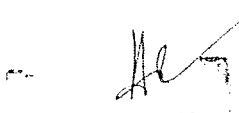
1a). That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

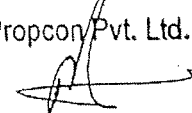
1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:

- i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258.093 Lacs per gross acres on the area measuring 1.6790 acres of total Group Housing colony and Rs. 344.38 Lacs per gross acre on the area measuring 0.008437 acres (1.5 FAR) 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 installment 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.


D.G.T.C.P. Hr.


Delta-Propcon Pvt. Ltd.
Director/Auth. Signatory

- 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. 258.093 Lacs per gross acres on the area measuring 1.6790 acres of total Group Housing colony and Rs. 344.38 Lacs per gross acre on the area measuring 0.008437 acres (1.5 FAR) for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v. That the Owner 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 installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the 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.
- Vii 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 installment 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.
- viii. 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.
- ix. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- 1c). 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.G.T.C.P. Hr.

For Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

1d). The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut 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 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.

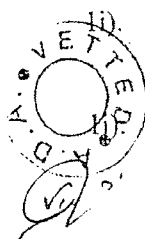
1e No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1f). That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon 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.

1g). 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 laid down.

1h). No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

1i). The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.



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.

1k). That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License

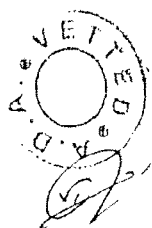

D.G.T.C.P. Hr.

Delta-Propcon Pvt. Ltd.


Director/Auth. Signatory

II) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for 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 license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the 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, fire 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 the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- iv. That in case of the said Group Housing Colony the Owner/Developer deposit 30% 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 that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works and construction works in the colony.
- v. 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. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs.1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of 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 the grant of the license and the

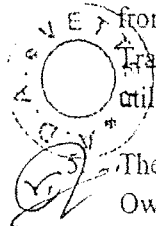
D.G.T.C.P. Hr.

For Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

- 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 development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license 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 arrangement 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.
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 Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
 3. Upon cancellation of the License 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 Director General.
 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.



The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

D.G.T.C.P. Hr.

For Dena-Propcon Pvt. Ltd.

Director/Auth. Signatory

6. That the Owner/Developer shall abide by the policy dated 8/7/2013 or any other instruction/policy issued from time to time with regard to the allotment of EWS Flats/Plots.
7. The expression "Owner/Developer" hereinbefore used/shall include their 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 have been completed and a completion certificate in respect thereof have 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 may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written.

WITNESSES :

1. Akash Khurana

AKASH KHURANA
S/O DESH BANDHU KHURANA
R/O C2/41, 4F, SHADARUNG DEV AREA
NEW DELHI - 110016

2.

Sunil Goel

SUNIL GOEL
890 Late An.T.C. house
1/10526, Mahan Park,
Main Shalimar,
Delhi-110032

FUI Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

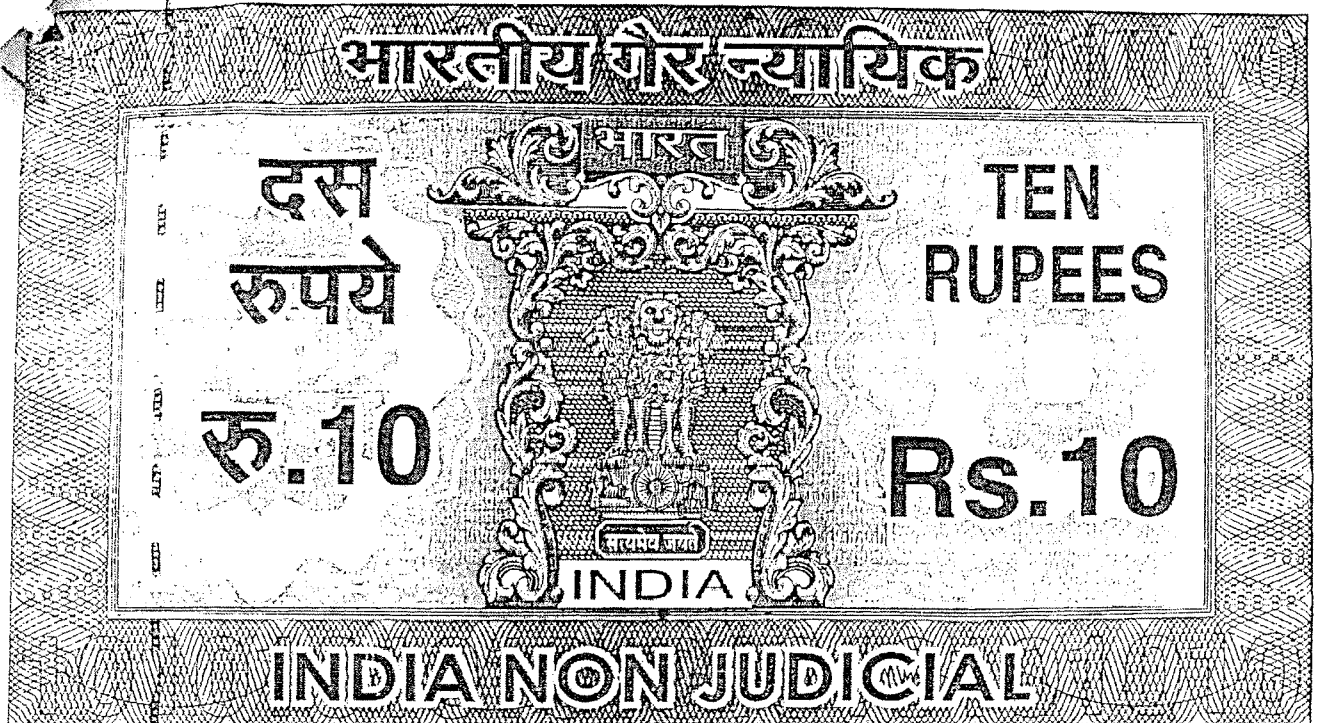
(Authorized Signatory)

DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Director General
Town & Country Planning
Haryana, Chandigarh



हरियाणा HARYANA

30AA 540964

FORM LC-IV-A

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

This Agreement is made on this 08th day of NOVEMBER of the Year 2013 (Two thousand thirteen).

BETWEEN

Delta Propcon Private Limited, a company incorporated under the Companies Act, and having its registered office at _95, 2nd Floor, Kailash Hills, New Delhi-110065 (hereinafter referred to as "Owner/Developer") 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 namely Sh. P. Baranwal S/o Sh. Mathura Prasad Baranwal.



And

.....Of the ONE PART

D.G.T.C.P. Hr.

For Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

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

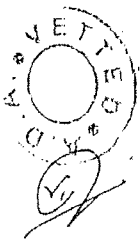
.....of the OTHER PART

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 1.6875 acres in addition to 23.4188 acres falling in the revenue estate of Village Harsaru Sector- 36A, Gurgaon-Manesar Urban Complex, District Gurgaon, Haryana.

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 :-

- I. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfilment of the conditions of this Bilateral Agreement, the Owner/Developer, their 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, the Owner/Developer hereunder covenants 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 (E.W.S) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.
 - b) That all the buildings to be constructed in the said Group Housing Colony shall be with the 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 confirm 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 Owner/Developer.



D.G.T.C.P. Hr.

For Dena-Propcon Pvt. Ltd.

Director/Auth. Signatory

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 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 laid down.

No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

e) (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions Annexed 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 Owner/Developer 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.

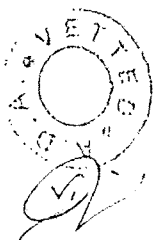
f). That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @Rs. NIL per gross acre which is a tentative charges only for construction of a portion of the total community buildings.

g). That the Owner/Developer shall ensure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.

g) That Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act 1983.

h) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest the Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

i) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the



D.G.T.C.P. Hr.

For Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free to cost to the Government or the local authority, as the case may be.

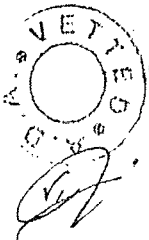
- j) That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
- k) That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- l) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs 1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of 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 the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- m). 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.
- mm) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 Sq. Ft. These flats shall be allotted at the maximum cost of Rs. 1, 50,000 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 the 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.



D.G.T.C.P. Hr.

Delta-Propcon Pvt. Ltd.
Director/Auth. Signatory

- ii) That if the number of the 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 applications will be allotted flats 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 Owner/Developer.
- iii) That the Owner/Developer while calling the applications for the allotment of the economically weaker section (EWS) /lower Income group (LIG) categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iv) That any person registered under BPL family and includes his/her dependent children who do not own any flat in the HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application.
- v) That the First Preference will be give to BPL families listed in the same Town and followed by Listed in the District and the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months of the grant of license or sanctioned of the building plans whichever is later and the possession of flats shall be offered within the valid license period of 4 years.
- 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 of flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.
- 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 DTCP and the results will also be published in the newspapers as referred in (vii) above.
- 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.



D.G.T.C.P. Hr.

For Delta-Propcon Pvt. Ltd.

Director/Adm. Signatory

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 & 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.

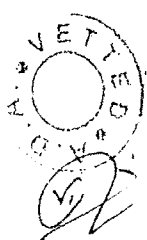
xiii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.

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 Govt.

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.

o) That the Owner/Developer shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall 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 their colony for the benefit of the resident 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 :-

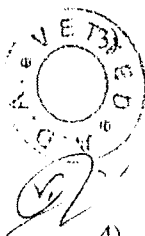
a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

D.G.T.C.P. A.

Delta-Propcon Pvt. Ltd.

Director/Auth. Signatory

- 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 said Group Housing Colony have been completed and a completion certificate in respect thereof have 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 may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-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
- e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the 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 the thirty days on demand.
- 2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this 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 license granted to the Owner/Developer.



Upon cancellation of the license under clause 2 above 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 upto date. The Bank Guarantee in that event shall stand forfeited in favor 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 the Director, within two months period from the date of grant of license to enable provision to site in licensed land

D.G.T.C.P. Hr.

For Delta Propcon Pvt. Ltd.

Director/Auth. Signatory

Transformers/Switching Stations/Electric Sub-Stations 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 "Owner/Developer" hereinbefore used/shall include their 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 arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement 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.
- 9) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010
- 10) That the Owner/Developer shall abide by the policy dated 8/7/2013 or any other instruction/policy issued from time to time with regard to the allotment of EWS Flats/Plots.

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

Deva-Propcon Pvt. Ltd.

WITNESSES :

1. Akash Khurana

AKASH KHURANA

S/O DESH BANDHU KHURANA

R/O C2/H1, 4F, SAFDARSUNG DEV AREA

NEW DELHI - 110016

2. [Signature]

SUNIL K. GILL

S/O Anshu T.C. Gill

R/O 1/1054, Mohan Park,

Patna, Bihar,

Bihar - 800032

Director/Auth. Signatory

(Authorized Signatory)

DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Director General

Town & Country Planning,
Haryana, Chandigarh