

चंड़ीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

00AA 453095

LC-IV

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

THIS AGREEMENT is made and executed at Chandigarh on ______ day of _______, 2011 (Two Thousand and Eleven)

ON THOM

BETWEEN

M/s. Consolidate Realtors Private Limited, a company incorporated under the Companies Act 1956, and having its registered Office at no. 2, Second Floor, L-373, Mahipalpur Extension New Delhi (hereinafter called OWNER), which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assigns); represented herein by their Authorized Signatory Sh. Parveen Arora of the FIRST PART.

AND

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

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

WHEREAS the Owner is in possession of or otherwise shall entitled to the land measuring 13.344 acres falling in the revenue estate of Village Badshahpur, Sector -67, Gurgaon, Haryana for the purpose of converting 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 the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on land measuring 13.344 acres falling in the revenue estate of village Badshahpur, Sector-67, District Gurgaon, Haryana.

NOW THIS DEED WITNESSTH AS FOLLOWS:

- 1. In consideration of the Director agreeing to grant license to the Owner to set up the said Group Housing Colony on the land measuring 13.344 acres falling in the revenue estate of village Badshahpur, Sector-67, Gurgaon Manesar Urban Complex, Haryana and on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 the Owner hereby covenants as follows:
 - (a) That the owner shall deposit 30% of the amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts to be maintained in a Scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works in the colony.

For Consolidata Regitors Pyt Ltd.

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

- (b) That the owner undertake to pay proportionate External Development Charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions hereto:
 - That the Owner shall pay proportionate external development charges at tentative rate of Rs. 213.30 iacs per acre for Group Housing area 13.2773 acres and Rs. 284.603 lacs per acre for Commercial Component 0.0667 acres of the Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in Limpsum within 30 days from the date of grant of licence or in ten equal half yearly installments of 10% each in the following manner:-
 - a) First Installment of 10% shall be payable within a period of 30 days from the date of grant of licence.
 - b) Balance 90% in nine equal half yearly installments alongwith interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 213.39 lacs per gross acre for group housing area and at the rate of 284.603 lacs per acre for the Commercial component of the Colony.
 - In case the owner 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.
 - III) The unpaid amount of External Development Charges would carry an interest of 12% (Simple) per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest as 15%

For Consolidate Reprors Pvt. Ltd

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per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

- IV)* In case Ha vana Urban Development Authority executes external development works before final payment of external development charges and consequently requires the charges for the same, the DTCP shall be empowered to call upon the Owner to pay the EDC even before completion of four years period and the owner shall bound to do so.
- V) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- VI) The owner shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam (HVPN). If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e, Haryana Vidhyut Parsaran Nigam, /Uttari Haryana Bijlee Vitran Nigam /Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

VII) No EDC would be recovered from the EWS/LIG categories of allottees.

For Consolidate Realizers Fee.

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

- (c) That the rates schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the owner shall be bound to pay the balance of the enhanced changes if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from date of grant of license.
- (d) That the owner shall be responsible for the maintenance and up- keep of all roads, open spaces, public parks, public health services for a period of five years from the date of issue at the completion Certificate under Rule 16 unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- (e) The owner shall construct at its own cost or get constructed by any other institution or individual at its own cost school, hospital, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government free of cost, the land set apart for schools, hospitals, community centers and other community buildings, in which case the Government shall be at liberty to transfer such land to any person or institution including a local Authority on such terms and conditions as it may lay down.

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

- All the community buildings will be got constructed by the owner within a period of three years from the date of grant of licence.
- (f) That the Owner shall be individually as well as jointly be responsible for the individual plan of licenced area as well as total combined plans of the licenced land area as a whole.
- (g) That the Owner shall complete the internal development works within two year of the grant of licence.

For Consolidate Relations Pvt. Ltd

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

- (h) That all the buildings to be constructed shall be with approval of the Director and shall in addition to provision of zoning plan of the site; conform to the building by-laws and regulations in force in that area and shall in addition be governed by the Building bye-laws and conform to the National building Code with regard, light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
- (i) That the Owner undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause – 1(b) of agreement.
 - i. That the owner shall furnish the layout plan of Group Housing Scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the local 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.
 - ii. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population 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.
 - iii. The adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
 - iv. That the owner shall deposit infrastructure Development Charges @ Rs. 1000/- per square meter for 0.0667 acre of

For Consolidate Regitors Pyt. Ltd.

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the commercial component and @ Rs. 625/- per square meter for the Group Housing Area measuring 13.2773 acres in two installments. First installment of Infrastructure Development Charges would be deposited by the Owner within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (Simple) p.a. for delay period.

- (j) That the owner shall carryout at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (k) That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the group housing colony and the owner 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 the rules shall be binding on the owner.
- (m)That the owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till completion of External Sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc., to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

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- 2. Provided always and it is hereby agreed that if the Owner shall commits any breach of the terms and conditions of this Agreement or violate any provisions of the Act or the Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to the Owner.
- 3. Upon cancellation of the license under clause 2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended upto date. The bank guarantee in that ever t shall stand forfeited in favour of the Director.
- 4. The stamp duty and registration charges on this deed shall be borne by the Owner.
- 5. The expression "the Owner" hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.
- 6. After the layout plans and development works or part thereof in respect of the Group Housing colony or part thereof have been completed by the Owner and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Owner, release the bank guarantee or part thereof, as the case may be. Provided that, if the completion of the Group Housing Colony is taken in parts, only 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 a 1/5th amount thereof, shall be kept un-released to ensure upkeep and maintenance of the colony for a period of five years from the date of issue of completion certificate under Rule-16 or earlier in case, the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner.

For Consolidate Regions Pvt. Ltd.

D.G.T.C.P. Hr

7. That the "Ultimate Power Load Requirement" of the Group Housing project shall be conveyed by the owner to the concerned power utility, with a copy to the Director, within two month period from the date of grant of licence to enable provision of site within licenced land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.

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

WITNESSES

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1. Smoothy Sports Supe Surge, #1570, Mari Gate, Manimaight, and

2. Paj bir Sugh Dy Supray DETOP SIROM For Consolidate Resilions Pvt. Ltd.

Authorized Signator

Director General Town & Country Planning Haryana, Chandigath



चंडोनर (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

00AA 453096

FORM LC- IV -A

{See rule 11 (1) (h)}

BICATERAL AGREEMENT BY OWNER OF LANDINTENDING TO SET UP A GROUP

HOUSING COLONY

THIS AGREEMENT is made and executed at Chandigarh on the other day of June 2011 (Two Thousand and Eleven)

BETWEEN

M/s. Consolidate Realtors Private Limited, a company incorporated under the Companies Act 1956, and having its registered Office at no. 2, Second Floor, L-373, Mahipalpur Extension New Delhi (hereinafter called the "OWNER") which expression unless repugnant to the subject or context shall mean and include their successors administrators and assigns acting through their authorized signatory, Sh. Parveen Arora 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.

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VETTED (元少) 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 shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a Group Housing Colony on the land measuring 13.344 acres falling in the revenue estate of village Badshahpur, Sector-67, District Gurgaon, Haryana.

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

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

- 1. In consideration of the Director agreeing to granting license to the Owner to set up the said Colony on the land mentioned in Annexure to form LG-IV and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives, authorized agents, assignees, executors etc, shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:
 - (a) 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 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 shall be with approval of the competent authority and shall 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).

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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.

The owner shall at their own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer, to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community centre buildings/dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third party right shall be created without obtaining the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh, The colonizer shall construct all the community buildings within a period of three years from the date of grant of License.

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- d) i) That the Owner undertakes to pay proportional external development (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.
 - That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the owner 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 interest from date of grant of license.
- e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats/ plot holders @ Rs. nil per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- f) That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provisions of the Haryana Apartment Ownerhip Act, 1983.
 For Consultant Regions Put, Ltd.

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- h) That the responsibility of the ownerhip of the common area and facilities as well as their management and maintenance shall continue to vest the colonizer till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownerhip Act, 1983.
- fi) That the owner shall be responsible of the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under Rule 16 unless earlier relieved of this responsibility, which the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- j) That the Owner shall deposit 30% of the amount realized by them from 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 towards meetings the cost of internal development works and construction works in the colony.
- k) I hat the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing colony and the colonizer shall carry out all directions issued to them for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- f) That the owner shall pay intrastructure Development Changes @ Rs1000/- per square meter for the commercial area (0.0667 acres) and @ Rs.625/- per Square meter for the Group Housing Area (13.2773 acres), in two equal installments. First installment will be due within 60 days of grant of licence and Second installment within six months of grant of Licence failing which 18% P.A. interest will be liable for the delayed period.

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- m) That the owner shall carryout at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- n) That the Owner shall reserve 15% of the total number of flats Developed or proposed to be developed for allotment to economically weaker sections 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 shall invite applications for allotment through open press from eligible member of economically weaker sections categories, as defined by the State Government/Housing Board, Haryana. The owner 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 though the method of lottery/draw, by the owner 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 terms and conditions of the sale within the stipulated time period prescribed by the owner.
 - iii. That the Owner 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/learnest money.
 - iv. That any person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in HUDA Sector/licensed colony in any of the Urban Area in the State, will be eligible for making the application.

For Consolidate Ruellors Pvt. Ltd.

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- v. That first preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- vi. That complete scheme shall be floated for allotment in one go within four months of grant of license or sanction of building plans whichever is later and possession of plots/flats shall be offered within the valid license period of 4 years.
- vii. That the owner 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 plots/flats, size etc., The advertisement should also highlight the other essential requirements as envisaged in the policy of government.
- Viii. That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least cadre of Haryana civil Services), Senior Town Planner of the Circle, representative of the Director, Town and Country Planning (DTCP) and Developer/Colonizer concerned.
- ix: That the date of draw of 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 will get commensurate number of buildings plans of EWS component approved while submitting the building plans of main component in Group Housing Colonies.
- xi. That owner will ensure that at the lime of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted.
- xii. That the all-otment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in public interest

For Consolidate Regitors Put. Lbt.

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on recommendations of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP and DTP. This category may include slum-dweller, occupying precious Govt. land and who are to be rehabilitated as per policy/court orders etc., or persons who have constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decisions/court orders or the persons who have to be allotted oustees quota but the same are not readily available with HUDA/Govt.

o) That the Owner shall derive maximum net profits @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the Owner or they shall spend this money on further amenities/facilities in his colony for the benefit of the resident therein.

Further the Owner 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:-

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- (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 white 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 of thereof have been completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf, from the Owner, release the bank Guarantee or part thereof, as the

For Consolidate Regitors Pag. Ltd.

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case may be. Provided that, if the completion of the of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the pat of the Group housing colony completed shall be released and provided further that the bank guarantee equivalent to one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or (he part thereof, as the case may be, for a period five year from the date of issue of completion certificate under Rule 16 or earlier in case the Owner is relived 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.

(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 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 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 will furnish an additional bank guarantee within thirty days on demand.

2. Provided always and it is hereby agreed that if the Owner commit any Breach of 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 of right, the Director, may cancel the licence granted to them.

- 3. Upon cancellation of the ticense under clause 2 above, the action shall be taken as provided in the Haryana Development and Regulation of the Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.
- 4. That the owner shall convey the "Ultimate Power Load Requirement" for the Group Housing project shall be conveyed to the concerned power utility, with a copy to the Director within two months period from the date of grant of licence to enable provision

For Consolidate Realfors Pvt. Ltd.

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of site in licensed land for transformer/switching stations/electric substations as per the 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.
- 6. 🕆 The expression the "Owner" 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 shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till completion of External sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc., to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

That the owner shall pay the Labour Cess charges as per the policy dated 25.02.2010.

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

WITNESSES

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For Consolidate Regions Pvt. Ltd.

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