

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 18/11/2023

Certificate No. GOR2023K851



GRN No. 109574578



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Matrix Buildwell Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

LandMark : Ramada hotel

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85*****14

Others : North star towers pvt ltd



Buyer / Second Party Detail

Name : Governor Of Haryana

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Haryana

Phone : 85*****14

Purpose : AGREEMENT

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

FORM LC-IV

(See rule 11)

AGREEMENT BY OWNER(S) OF LAND INTENDING TO SET UP A COLONY

This agreement is made on the _____ day of _____, _____ between

M/s Matrix Buildwell Pvt. Ltd & M/s North Star Towers Private Limited Companies registered under Companies Act, 1956, having its registered office at Plot No. 77, Sector 44, Gurugram-122003, Haryana, (hereinafter called the "Owner(s)") acting through their authorized signatory namely Mr. Ashok Singh Jaunapuria s/o Mr. Sukhbir Singh.

..... of the one part

AND

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

..... of the other part

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory

For North Star Towers Pvt Ltd.

Authorised Signatory

Pg. 1

WHEREAS the Owner(s) are in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of developing and converting into Group Housing Colony under TOD policy (with 350 FAR);

AND WHEREAS in addition to the agreement executed in pursuance of the provisions under rule 11, Haryana Development and Regulations of Urban Area Rules 1976 (hereinafter referred to as HDRUA Rules") one of the conditions for the grant of licence is that the Owner(s) 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 under TOD policy (with 350 FAR) on land admeasuring 6.4166 acres at revenue estate of village Badha & Nawada Fatehpur, Sector-90, Gurugram

NOW THIS DEED WITNESSETH AS FOLLOWS

1- In consideration of the Director agreeing to grant license to the Owner(s) to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 (herein after referred to as the said Rules) by the Owner(s), the Owner(s) hereby covenants as follows-

- a) That the Owner(s) shall deposit 30% amount realized by him from flat holders from time to time within 10 days its realization in a separate account to be maintained in a schedule Bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the Group Housing Colony under TOD (with 350 FAR) policy, and the Owners undertakes to pay proportionate external development charge (EDC) as per rate, schedule terms and conditions thereto:
 - i) That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs.312.289 Lakh per gross acre for 6.3845 acres residential components and at the rate of Rs.416.13 lakh per acre for 0.0321 acres commercial component. These charges shall be payable to Haryana Shahari Vikas Pradhikaran through the Director Town & Country Planning Haryana either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installment of 10% each i.e.

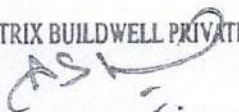
- a) First Installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.
- b) Balance 90 % in nine equal six-monthly installments along with interest at the rate of 12% charged on unpaid portion of the amount worked out at tentative rate of Rs.312.289 lakh per gross acre for residential component and 416.13 lakh gross acre for commercial component in the Group Housing colony under TOD policy(with 3.5 FAR) colony. However, at the time of grant of occupation permission nothing will be due on account of EDC.
- c) That the Owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.
- d) That the Owner shall specify the detail of calculation per sq.mts./per sq.ft. which is being demanded from the Apartment Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government

(ii) That the EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are under review and likely to finalized soon. There is likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates, the Owner shall pay the enhanced rate of EDC and the interest on installments, if any from the date of grant of license and shall furnish additional Bank Guarantee, if any on the enhanced EDC.

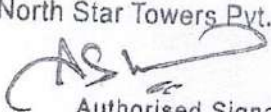
(iii) In case the asks for a completion certificate before the payment of EDC, they would have to first deposit the entire balance EDC and only thereafter the grant of completion certificate would be considered.

(iv) The unpaid amount of EDC would carry an interest of 12 % per annum and in case of any delay in the payment of installments on due date an additional penal interest of 3% per annum (making total payable interest as 15 % per annum) would be chargeable up to a period of 3 months and additional 3 months with permission of DTCP.

For MATRIX BUILDWELL PRIVATE LIMITED


Authorised Signatory

For North Star Towers Pvt. Ltd.


Authorised Signatory

(v) In case the Haryana Shahari Vikas Pradhikaran (HSVP) executes External Development Work and complete the same before the due date and consequently require the charges for the same, the DTCP shall be empowered to call upon the Owner to pay the balance amount of EDC in lumpsum even before the completion of five years period and the Owner shall be bound to do so.

(vi) Enhanced compensation of land cost, if any, shall be payable extra as decided by the Director from time to time.

(vii) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN, the Director shall recover the cost from the Owner and deposit the same with HVPN. However, the installation of internal distribution, infrastructure as per peak load requirement of the colony shall be responsibility of the Owner, for which the Owner will be required to get the electrical distribution services plan/estimates approved from the agency responsible for installation external services i.e. HVPNL/ UHBVN/ DHBVN, and complete the same before obtaining completion certificate for the colony.

(viii) No External Development Charges would be recovered from Economically weaker section (EWS)/ Lower Income Group (LIG) categories of allottees.

- b) That the Owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of Completion Certificate under Rule 16 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.
- c) That the Owner shall at his own cost construct 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 or undertake to transfer to the Government, free of cost the land set apart for school, hospitals, community centers and other community buildings in which case the Government shall be at

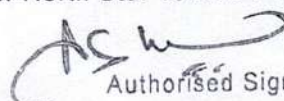
liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and condition as it may laid down.

- d) No third party right shall be created without getting the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. The Owner shall construct all the community buildings within a period so specified by the Director from the date of grant of license.
- e) The Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- f) That the Owner shall complete the internal development works within five years of the grant of the license.
- g) That the Owner undertakes to pay proportionate external development charges (EDC) for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1 (b) of the Agreement.
- h) 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 total cost of Development Woks (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 License.
- i) That in the case of Group Housing adequate accommodation shall be provided for domestic servants and other service 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 & water closet.
- j) That in case of the said Group Housing the Owner deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.
- k) 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.

For MATRIX BUILDWELL PRIVATE LIMITED



Authorized Signatory

For North Star Towers Pvt. Ltd.

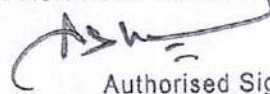

Authorized Signatory

- l) That the Owner shall deposit infrastructure development charges ("IDC") @ Rs.625/- per sq. meter for Group Housing area and Rs. 1000/- per sq. meter on commercial component of the said group housing colony in two equal installments. The first installment of the IDC shall be deposited by the Owner with 60 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 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 Owner 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.
- n) That the Owner 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 under TOD policy (350 FAR) and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- o) That without prejudice to anything contained in this Agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
- p) That the Owner 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 HSVP 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 DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
2. Provided always and it is hereby agreed that if the Owner 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.
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

For MATRIX BUILDWELL PRIVATE LIMITED


Authorized Signatory

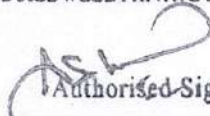
For North Star Towers Pvt. Ltd.


Authorized Signatory

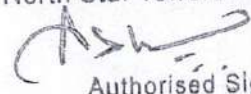
may develop the said area under any other law. The Bank Guarantee in that events shall stand forfeited in favour of the Director.

4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "Owner" herein before used/shall include their heirs, legal representatives, successors and permitted assignees.
6. 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 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 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 issue of the completion certificate under Rule-16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. 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.
7. That the Owner/Developer shall integrate the bank account in which 70% allottee receipts are credited under Section 4(2)(I)(D) of the Real Estate Regulation and Development act, 2016 with the online application/payment Gateway of the department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State Treasury.
8. That such 10% of the total receipts from each payment made by the Allottee, which is received by the department shall get automatically credited, on the date of receipt in the Government Treasury against EDC dues.
9. That such 10% deduction shall continue to operate till the total EDC dues get covered from the Owner/Developer.

For MATRIX BUILDWELL PRIVATE LIMITED


Authorized Signatory

For North Star Towers Pvt. Ltd.


Authorized Signatory

10. That the implementation of such mechanism shall however, have no bearing on EDC installment schedule conveyed to the Owner/Developer. The Owner/Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC installments that are due for payment get paid as per the prescribed schedule.

IN WITNESS WHERE OF THE OWNER(S) AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

Mohit Singh

Add: T-24/13,
DLF, Phase-3
Gurugram

1 _____

For MATRIX BUILDWELL PRIVATE LIMITED

[Signature]
Authorised Signatory

For North Star Towers Pvt. Ltd.

[Signature]
Authorised Signatory
The Owner(s)

Date:

Address: Plot No.77, Sector 44, Gurugram

2 _____

Director
For & on behalf of the Governor of Haryana

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 18/11/2023

Certificate No. G0R2023K836



GRN No. 109574383



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Matrix Buildwell Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

LandMark : Ramada hotel

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 85*****14

Others : North star towers pvt ltd



Buyer / Second Party Detail

Name : Governor Of Haryana

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Haryana

Phone : 85*****14

Purpose : BILATERAL AGREEMENT

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

FORM LC-IV-A

[See rule 11(1) (h)]

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP
A GROUP HOUSING COLONY UNDER TOD POLICY**

This Agreement is made on the day of between;

M/s Matrix Buildwell Pvt. Ltd. and M/s North Star Towers Private Limited., companies incorporated under the Companies Act, 1956 and having their registered office at SS House, Plot No-77, Sector-44, Gurugram, Haryana-122003 (hereinafter referred to as "Owners") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory namely Mr. Ashok Singh Jaunapuria S/o Mr. Sukhbir Singh.

.....of the One part

AND

The Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (here-in-after referred to as the "**DIRECTOR**")

..... of the other part

For North Star Towers Pvt. Ltd.

Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED

Authorised Signatory


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 permission, the Owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the permission finally granted for the setting up of a Group Housing Colony under TOD (with 350 FAR) on the land measuring 6.4166 acres falling in the revenue estate of village Badha & Nawada Fatehpur, Sector-90, Gurugram, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed among the parties shall be binding on the Owner: -

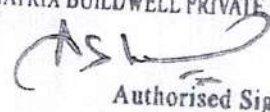
NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS: -

1. In consideration of the Director agreeing to grant license to the Owners to set up the said Colony on the land mentioned in Annexure to Form LC IV and on the fulfillment of the conditions of this bilateral agreement, the Owner, 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 the case of Group Housing under TOD policy (with 350 FAR) 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 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 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 buildings bye-laws and the regulations in force in that area and shall conform to National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

For North Star Towers Pvt. Ltd.


Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED


Authorised Signatory

- 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.


The Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, Primary cum Nursery school, Community Building/Dispensary and First Aid Center 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 the land set apart Primary cum Nursery school, Community Centre Building/Dispensary and First Aid Center 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, Town & Country Planning, Haryana, Chandigarh.

- d) (i) That the Owner undertakes to pay proportionate external development charges (EDC) for the area earmarked for Group Housing colony under TOD policy (with 350 FAR), as per rate schedule terms and conditions annexed hereto.

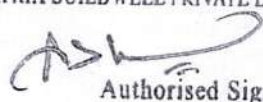
(ii) That the rates, schedule terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.

(iii) That the Owner shall integrate the bank account in which 70 percent allottee receipts are credited under section -4(2)(I)(D) of the Real Estates Regulation and Development Act 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10 % of the total receipt from each payment made by an allottee is automatically deducted and get automatically credited to the EDC due get recovered from Owner.

For North Star Towers Pvt Ltd.


Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED


Authorised Signatory

(iv) That such 10% deduction shall continue to operate till the total EDC get recovered from Owner.


(v) The implementation of such mechanism shall, however, have no bearing on EDC installment with payment from its own funds to ensure that by the EDC instalment that are due payment get paid as per the prescribed schedule.

- e) That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders @ Rs. 50,00,000/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.
- f) That the Owner shall ensure the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provisions of Haryana Apartments Ownership Act, 1983.
- g) The Owner shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.
- h) That the responsibility of the ownership of the common area and facilities as well as their managements and maintenance shall continue to vest the Owner till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartments Ownership Act, 1983.
- i) That the Owner shall be responsible for the maintenance and upkeep of all the roads, open spaces, public parks and public health services of the said Group Housing Colony for the period of five years from the date of issue of the completion certificate under Rule-16 of the Rules, unless earlier relieved of this responsibility, upon 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 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 towards meeting the cost of internal development works and the construction works in the colony.

For North Star Towers Pvt. Ltd.

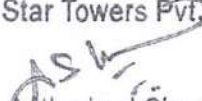

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For MATRIX BUILDWELL PRIVATE LTD.

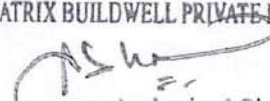

Authorized Signatory

- 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 development works in the said Group Housing Colony under TOD policy (with 350 FAR) and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the lay-out plans and development works in accordance with the permission granted.
- l) That the Owner shall deposit infrastructure development charges ("IDC") @ Rs.625/- per sq. meter for Group Housing Component and Rs. 1000/- per sq. meter on commercial component of the gross of said Group Housing Colony in two equal instalments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of license. The unpaid amount of IDC shall carry an interest @18% per annum (simple) for the delay in the payments of installments.
- 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.
- n) That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- o) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to the economically weaker section categories, and area of such a flat shall not be less than 200 sq.ft. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board as per applicable policy and allotted at maximum price of Rs. 1,50,000 per flat or Rs.750/- per sqft by the Colonizer with the following eligibility criterion: -
 - i) Any Person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA sector/licensed colony in any of the

For North Star Towers Pvt. Ltd.


Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED


Authorised Signatory

urban area in the State, will be eligible for making the application.

ii) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.

iii) Complete scheme shall be floated within six months from issuance of occupation/part-occupation certificate of EWS flats. The colonizer upon obtaining such occupation/part-occupation certificate shall immediately and not later than 60 days convey the detail of such flats to Housing Board Haryana for the purpose of inviting application and for identification of the eligible beneficiaries.

iv) Housing Board of Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the colonizers and DGTCP, Haryana. By no means, the involvement of Housing Board Haryana shall amount to it being designated as a developer for the project, as far as compliance under RERA Act is concerned.

v) All compliance pertaining to Haryana Development and Regulation of Urban Areas Act, 1975 as well as Apartment Ownership Act 1983 shall continue to be the sole responsible of the licensee.

vi) While identifying the beneficiaries for allotment, Housing Board Haryana shall grant first preference to the BPL families and thereafter to the EWS applicants of the State.

vii) For the purpose of this policy, the definition of EWS stands adopted as provided under PMAY guidelines i.e. with household income less than Rs. 3 Lakhs per annum or as amended under PMAY guidelines from time to time.

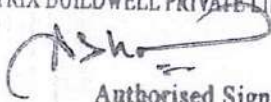
viii) In cases where EWS flats have already been advertised, the licensee shall conduct draw of lots within three months from issuance of this policy.

ix) The Housing Board Haryana shall give advertisement in three newspaper (1 leading English National Daily and 2 in Hindi

For North Star Towers Pvt. Ltd.


Authorised Signatory

For MATRIX BUILDWELL PRIVATE LIMITED


Authorised Signatory

language) having circulation of more than 10,000 copies in the state.

x) The list of successful allottees along with waiting list of 25% of total number of flats shall be published in newspaper as specified above.

xi) After completion of the process of identification of successful allottees, Housing Board Haryana shall convey the list of successful applicants' along with waiting list to the concerned colonizer under intimation to DTCP, Haryana.

xii) All further formalities pertaining to issuance of allotment letter and recovery of instalment for the successful allottees continue to remain with the colonizer. If successful allottee fails to deposit the instalments, he may be given 15 days time period from date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper, failing which allotment shall stand cancelled.

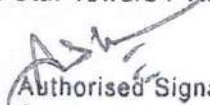
xiii) For avoiding duplicacy, Housing Board Haryana shall maintain the data of all beneficiaries and their Aadhar Card and Parivar Pehchan Patra (PPP) details. The list of successful BPL as well as EWS beneficiaries shall also be shared with Department of Urban Local Bodies Haryana for maintaining an integrated database of allottees so as to avoid duplicate allotment to same beneficiaries.

xiv) BPL as well as EWS verification shall be carried out in case of successful allottees only.

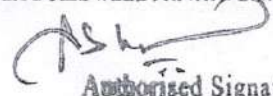
xv) Housing Board Haryana shall charge Rs. 10,000/- as registration/earnest money along with each application. Housing Board Haryana shall retain such registration charges from each successful allottee after conducting the draw of lots. The balance amount of Rs. 1.4 lakhs shall be recovered directly by the colonizer from the beneficiaries as identified by Housing Board Haryana.

xvi) For unsuccessful candidate, refund of registration/earnest money (without interest/compensation) shall be made by Housing Board Haryana within two months from date of draw.

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xvii) The earnest money of the applicants in the waiting list may be retained by the Housing Board Haryana till the process of allotment of successful applicants is completed. Thereafter, the earnest money shall be refunded within one month period. However in case any applicant in waiting list requests for refund of earnest money even during the process of allotment, the Housing Board Haryana shall refund the same within a period of one month from receipt of the request without making any deductions.

xviii) In case a successful candidate surrenders his flat, entire amount will be refunded by the colonizer without any deduction. However, the registration amount of Rs. 10,000/- recovered by Housing Board Haryana shall remain non-refundable.

xix) In case of delay in conducting the draw, Housing Board Haryana shall refund the earnest money to unsuccessful candidate's along-with normal interest of saving bank account in State Bank of India as applicable from time to time. However, no interest shall be paid for a period of six months from the date of submission of application along-with earnest money.

xx) The allottees of such flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation along-with irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such plot and allotment of plot shall also be liable for cancellation.

xxi) HBH may also earmark such EWS units for rental housing scheme for eligible beneficiaries.

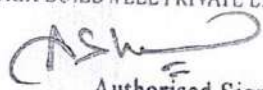
xxii) The formulation of such rental housing scheme shall be the prerogative of HBH.

xxiii) The colonizer shall hand-over the possession of the EWS units to the CA, HBH (or his representative authorized in this

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regard) and consequent to such handing over/taking over the possession by HBH, all legal and jurisdictional rights vis-à-vis the EWS units shall vest with the HBH. The rights of the colonizer shall be limited to the receipt of payment amounting to Rs. 1.5 lakhs per dwelling unit in such time frame and in such manner as prescribed.

xxiv) Payment shall be made to the colonizer within three months period from taking over of possession by HBH, failing which simple interest at the rate of 9 percent per annum shall be payable on the deferred amount.

xxv) Further, formalities pertaining to the issuance of revised Deed of Declaration and Deed of Apartment in favour of HBH under the Apartment Ownership Act 1983, leading to transfer of ownership in favour of HBH shall take place in due course.

xxvi) That the Owner 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.

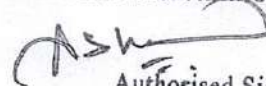
xxvii) That the Owner will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xxviii) 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.

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xxix) 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.

xxx) 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.

xxxi) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holder.

xxxii) 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.

- p) That the Owner shall derive maximum net profit @ 15% of the total project cost of development of the above said Group Housing Colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government Treasury by the Owner or they shall spend this money on further amenities/facilities in their colony for the benefit of the residents therein.

Further the Owner shall submit the following certificates to the Director within 90 (ninety) days of the full and final completion of the project from Chartered Accountant that:

- (i) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (ii) 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.
- (iii) That the Owner while determining the sale price of 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.

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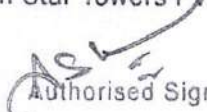
The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

(iv) After the layout and development works or part thereof in respect of the Group Housing Colony under TOD policy (with 350 FAR) 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, 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 part, only the part of the Bank Guarantee corresponding to the part of the Group Housing Colony under TOD policy (with 350 FAR) completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof, shall be kept un-released 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 issue of the completion certificate under Rule-16 or earlier in case of Owner 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.

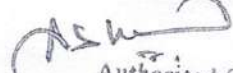
(v) That the bank guarantee of internal rates works has been furnished on the interim rates of development works and constructions of community building. The Owner shall submit the additional bank guarantee, if any, at the time of approval of services plan/estimates according to the approved layout plan. 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 30 days on demand.

2. Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and the Rules, then and in such cases,

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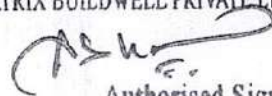
and notwithstanding the waiver of any previous clause or right, the Director may cancel the permission granted to Owner.

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 the event shall stand forfeited in the favour of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "Owner" herein before used/shall include his heirs, legal representatives, successors and permitted assignees.
6. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for board 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 shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till services are made available from the external infrastructure to be laid by HUDA.
7. That the Owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility with a copy to the Director, within 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.
8. That any other condition which the Director may think may necessary in public interest can be imposed.

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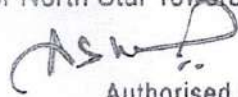

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IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR HAVE
SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE
WRITTEN.

WITNESSES:

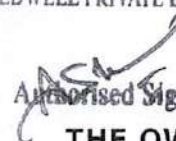
1. *Rediet Singh*
Addl: T-24/13
DLF, Phase-3
Gurgaon

For North Star Towers Pvt. Ltd.



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THE OWNERS

2.

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

Affidavit



Indian-Non Judicial Stamp
Haryana Government



Date : 18/11/2023

Certificate No. G0R2023K879



Stamp Duty Paid : ₹ 101

GRN No. 109574735



(Rs. Only)

Penalty :

(Rs. Zero Only)

₹ 0

Page No.

On Dated.

22/11/2023

This document has been registered
at Sr. No. 1049, Book No. 59

Deponent

Name : Matrix Buildwell Pvt Ltd

H.No/Floor : 77

Sector/Ward : 44

Landmark : Ramada hotel

City/Village : Gurugram

District : Gurugram

Slate : Haryana

Phone : 85*****14

Others : North star towers pvt ltd



Purpose : UNDERTAKING to be submitted at Concerned office

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

UNDERTAKING

M/s Matrix Buildwell Pvt. Ltd. & M/s North Star Towers Pvt. Ltd., Companies registered under Companies Act, 1956, having their registered office at Plot No. 77, Sector 44, Gurugram-122003, Haryana, (hereinafter called the "Owner(s)") acting through its Director namely Mr. Ashok Singh Jaunapurias/o Mr. Sukhbir Singh, do hereby undertake as under:

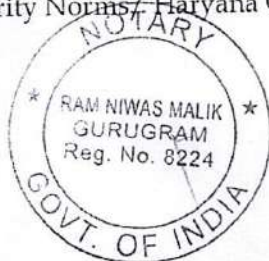
- That we shall pay the Infrastructure Development Charges amounting to Rs.5,69,75,463/- in two equal installments. First installment will be due within 60 days of grant of license and second installment within six months of grant of license failing which 18% PA interest will be liable for the delayed period.
- That we shall pay proportionate EDC as per the schedule prescribed by the Director.
- That we shall submit additional bank guarantee, if any required at the time of approval of service Plans/ Estimates. With an increase in the cost of construction and increase in the number of facilities in Layout Plan, applicant company would be required to furnish and additional bank guarantee within 30 days on demand. It is made clear that bank guarantee of Internal Development Works/EDC has been worked out on the interim rates.
- That we shall maintain and upkeep all the roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to



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transfer all such roads/services, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulations of Urban Areas Act, 1975.

- e. That we shall construct at our own cost, or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the lands set apart for this purpose, in a period as may be specified, and falling which action as per the Act/rules shall be initiated. 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 intuition including a local authority, for the said purposes, on such terms and conditions, as it may deem fit.
- f. That we shall pay the proportionate cost of construction of such percentage of site of such school, hospital, community centre and other community building and at such rates as specified by the Director.
- g. That we shall arrange electric connection from HVPN/DHBVNL for electrification of our colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which you shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. HVPN/DHBVNL Haryana and complete the same before obtaining completion certificate for the colony.
- h. That we shall permit the Director or any other officer authorized by him to inspect the execution of the Layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
- i. That we shall construct 24/30 m wide internal circulation road forming part of licenced area at our own costs and transfer the same free of cost to the Government.
- j. That we shall construct and allot EWS category flats as per departmental policy dated 08.07.2013 and amended from time to time.
- k. That we shall submit NOC from Ministry of Environment and forest, Govt. of India with respect to their notification dated 14.09.2006 and clearance regarding PLPA, 1900 from competent authority before executing development work.
- l. That we shall make arrangement for water supply, Sewerage, drainage, etc to the satisfaction of DGTCP till these services are made available from External Infrastructure to be laid by HSVP.
- m. That we 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 provisions of site in licensed land for Transformer/ switching Stations/ Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- n. That we shall provide rain water harvesting system provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.



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- o. That we are aware that the development /construction cost of 24/30 m major internal roads is not included in the EDC rates and we shall pay the proportionate cost for acquisition of land, if any, along with the construction cost of 24 /30m wide major internal roads as and when finalized and demanded by the Department.
- p. That we shall make provision of solar water heating system as per provisions of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.
- q. That we shall submit compliance of Rule 24, 26, 27, & 28 of Rules 1976 & section 5 of Haryana Development and Regulations of Urban Area Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein applicant company has to deposit seventy percentum of the amount from the flat/shop buyer for meeting the cost of Internal Development Works in the colony.
- r. That we shall keep pace of construction at least in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.
- s. That we shall pay the labour cess as per policy instructions issued by Haryana Govt vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- t. That we shall not pre-launch/sale of flats before approval of the building plans.
- u. That we shall not use the ground water for the purpose of construction of building. We understand that the building plans shall be approved only after the source of water for construction purpose is explained to the satisfaction of HSVP Authority in terms of order of the Hon'ble High Court dated 16.07.2012 in CWP's no. 20032 of 2008, 13594 of 2009 and 807 of 2012.
- v. That we shall obey all the directions/restrictions imposed by the Department from time to time in public interest.
- w. That we shall specify the detail of calculations per Sqm/per Sqft., which is being demanded from the flat/ shop owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt.
- x. That we shall not give any marketing and selling rights to any others company other than the collaborator company.
- y. That we shall not encroach the revenue rasta passes through the applied sites, if any and keep it throughfare movement of general public.
- z. That we shall maintain ROW of 230 volt electric line passing through the site till the shifting of the same.


EXECUTANT

Executed at Gurugram on this day of,



ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA

18 NOV 2023