

D9, Netaji Subhash Place, Saraswati Vihar, Delhi-110034 through its Authorised Signatory Mr. Abhishek Gupta S/o Sh. Ashok Kumar Gupta, which expression shall repugnant to the subject or contest shall mean and include their successors, administrators, assigns, nominees and permitted assignees (herein after called the Owner) 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.

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of developing and converting into commercial colony;

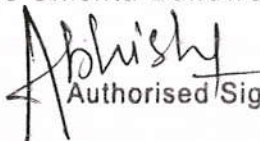
And whereas under rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 (herein after referred to as the said Rules), one of the conditions for the grant of licence is that the owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a Commercial Colony over an area of 3.46875 Acres situated in the Revenue Estate of Village Mewka Sector-92, Tehsil & Distt. Gurugram, Haryana being developed by M/s Diya Realtech Private Limited in collaboration with M/s Shishta Buildwell LLP.


NOW THIS DEED WITNESSETH AS FOLLOWS

In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure here to 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 the owner hereby convents as follows: -

1. That the owner undertakes to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereto:-
 - (a) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 486.13 lacs per gross acre for commercial colony. These charges shall be payable to Haryana Shahari Vikas Pradhikaran online to the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in twelve equal quarterly installments of 8.33% each in the following manner :-
 - (i) First installment of 8.33% of the amount of External Development Charges shall be payable within a period of thirty days from the date of grant of licence.
 - (ii) Balance 91.67 % in eleven equal quarterly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 486.13 lacs per gross acre. However at the time of grant of occupation certificate nothing will be outstanding as EDC.
 - (b) For grant of Completion certificate the payment of External Development Charges shall be pre-requisite alongwith valid License and Bank Guarantee.
 - (c) The unpaid amount of external development charges would carry an interest at a rate of 12% per annum (simple) 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 15% simple per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.

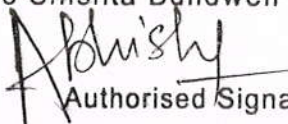
For M/s Shishta Buildwell LLP



Authorised Signatory


Director
Town & Country Planning
Haryana, Chandigarh

- (d) In case Haryana Shahari Vikas Pradhikaran executes external development works before the final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.
- (i) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
 - (ii) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of 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 "electric (distribution) services plan/estimates" approved from the agency responsible for installation of " external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
 - (iii) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of license as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
 - (iv) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
 - (v) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
 - (vi) That the owner shall complete the internal development works within initial validity of the grant of the licence.
 - (vii) That the owner shall deposit Infrastructure Development charges (IDC) @ Rs. 1000/- per square meters of the total covered area of the Commercial colony in two equal installments. The first installment of the IDC would be deposited by the owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of IDC shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
 - (viii) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the concerned colony.
 - (ix) That the owner shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner

For M/s Shishta Buildwell LLP



Authorised Signatory


Director
Town & Country Planning
Haryana, Chandigarh

shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.

- (x) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
 - (xi) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Shahari Vikas Pradhikaran and the same is made functional.
 - (xii) That the owner/ developer shall integrate the bank account in which 70 percent 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 receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
 - (xiii) That such 10% of the total receipt 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.
 - (xiv) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
 - (xv) That implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to owner/developer. The owner/developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
2. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.
3. Upon cancellation of the licence under clause 2 above, action shall be taken as provided under the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favour of the Director.
4. The stamp and registration charges on this deed shall be borne by the owner.
5. The expression that 'owner' herein before used shall include his heirs, legal representatives, successors and permitted assigns.
6. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect thereof 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 colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof

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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.



In witness where of the coloniser and the Director have signed this deed on the day and year first above written.

For M/s Shishta Buildwell LLP

WITNESSES:

1. Signature Atul Kumar Verma
Name : ATUL KUMAR VERMA
Date : _____
Address : G-114, SHUBH ENCLAVE,
PITAMPURA, DELHI - 110034
2. Signature Gaurav Gupta
Name : GAURAV GUPTA
Date : _____
Address : 508, NEW SWASTIK
APARTMENT, SECTOR-9, ROHINI,
DELHI - 110085

Signature _____
Authorised Signatory

Name ABHISHEK GUPTA

Date _____

Address : Unit No. 1009, Gopal Heights, Plot
No. D9, Netaji Subhash Place, Saraswati
Vihar, Delhi-110034

OWNER

1. Signature _____
Name : _____
Date : _____
Address : _____

Signature _____

Name _____

Date _____

Designation _____

2. Signature _____
Name : _____
Date : _____
Address : _____

DIRECTOR TOWN AND COUNTRY
PLANNING, HARYANA, CHANDIGARH

For and on behalf of the Governor of
Haryana.

Director
Town & Country Planning
Haryana, Chandigarh


ANNEXURE


LAND SCHEDULE

Commercial Colony Measuring 3.46875 Acres at Village Mewka Sector- 92, Distt. Gurugram, Haryana being Developed by M/s Shishta Buildwell LLP. in collaboration with Diya Realtech Private Limited

S. No	Rect No.	Killa No.	Kanal-Marla
1.	22	21/2/2	1-0
2.		22/1	3-4
3.	25	1	8-0
4.		2/1	7-12
5.		3/1/1	1-16
6.	24	5	1-0
7.	24	6/1	0-18
8.	25	9/2/1	0-12
9.		10/1	3-13
	Total		27-15 i.e.3.46875 Acres

For M/s Shishta Buildwell LLP


Authorised Signatory


Director
Town & Country Planning
Haryana, Chandigarh

