

FORM LC -V  
(See Rule 12)  
HARYANA GOVERNMENT  
TOWN AND COUNTRY PLANNING DEPARTMENT

License No. 59. of 2013

This License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Orris Land and Housing Pvt. Ltd., Fortune Land and Housing Pvt. Ltd., Vertex Land and Housing Pvt. Ltd., Bright Buildtech Pvt. Ltd., Incense Properties Pvt. Ltd., Neptune Land and Housing Pvt. Ltd., Radha Estate Pvt. Ltd., Oscar Land and Housing Pvt. Ltd., Crazy Land and Housing Pvt. Ltd., Elegant Land and Housing Pvt. Ltd., Salmon Land and Housing Pvt. Ltd., Acme Buildwell Pvt. Ltd., Merlin Land and Housing Pvt. Ltd., Orris Infrastructure Pvt. Ltd., Sh. Raghbir S/o Sh. Madu, Sh. Jitender, Sh. Yogvinder S/o Sh. Lakhmichand, Sh. Harmender, Sh. Joginder, Sh. Narender S/o Sh. Hukumchand, Sh. Amit S/o Sh. Vijay Gupta, Smt. Ramrati Wd/o Sh. Puran, Sh. Gangaram, Sh. Rajbir s/o Sh. Puran, Sh. Hansraj, Sh. Kailash S/o Sh. Gokal, Sh. Kure Singh, Sh. Krishan S/o Sh. Jagmal, C/o Orris Infrastructure Pvt. Ltd., J-10/5, DLF Phase-II, MG Road, Gurgaon for setting up of a RESIDENTIAL PLOTTED COLONY on the land measuring 101.081 acres falling in the revenue estate of village Hayatpur & Badha, Sector 89 & 90, Distt. Gurgaon.

1. The particulars of the land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director General, Town & Country Planning, Haryana.
2. The License granted is subject to the following conditions:
  - a) That the Plotted Colony area is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
  - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
  - c) That the demarcation plan of the Plotted Colony area is submitted before starting the development works in the colony and for the approval of zoning plan.
3. That the licensee shall construct the portion of service road falling through your side at your own cost and entire road shall be transferred to the Government free of cost.
4. That the portion of Sector/Master plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
5. That the licensee will not give any advertisement for sale of plots/shops/office/floor area in colony before the approval of layout plan.
6. That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration service. The decision of the competent authority shall be binding in this regard.
7. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment & Forest, Govt. of India before starting the development works of the colony.
8. That the developer will use only CFL fittings for internal lighting as well as campus lighting.
9. That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, with in two months period from the date of grant of license to enable provision of site in your land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.

10. That the colonizer shall abide by the policy dated 03.02.2010 & 14.06.2012 related to allotment of EWS plots/flats.
11. That at the time of booking of the plots/flats in the licensed colony, if the specified rates of plots/flats do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the plots/flats owners, you shall also provide details of calculations per sq. mtrs./per. sq. ft. to the allottee while raising such demand from the plots/flats owners.
12. That you shall make arrangement for water supply, sewerage, drainage etc/ to the satisfaction of the competent authority till the external services are made available from the external infrastructure to be laid by HUDA.
13. That you shall provide the rain water harvesting system as per central ground water Authority Norms/Haryana Govt. notification as applicable.
14. That you shall provide the Solar water heating system as per by HAREDA and shall be made operational where applicable before applying for an occupation certificate.
15. That you shall pay labour cess as per policy dated 04.05.2010.
16. That the grant of present license is apropos the indemnity bond furnished by you dated 20.06.2013 and is subject to the outcome of final decision any legal pronouncement by any court of law.
17. The license is valid up to 15/7/2017.

Dated: The 16/7/2013.  
Chandigarh

*(Signature)*  
(Anilraj Rasgoti, IAS)  
Director, General, Town & Country Planning  
Haryana, Chandigarh  
Email: tcephry@gmail.com

Endst. No. LC-2638-JE (VA)/2013/ 46138

Dated: 17/7/13.

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

1. ✓ Orris Land and Housing Pvt. Ltd., Fortune Land and Housing Pvt. Ltd., Vertex Land and Housing Pvt. Ltd., Bright Buildtech Pvt. Ltd., Incense Properties Pvt. Ltd., Neptune Land and Housing Pvt. Ltd., Radha Estate Pvt. Ltd., Oscar Land and Housing Pvt. Ltd., Crazy Land and Housing Pvt. Ltd., Elegant Land and Housing Pvt. Ltd., Salmon Land and Housing Pvt. Ltd., Acme Buildwell Pvt. Ltd., Merlin Land and Housing Pvt. Ltd., Orris Infrastructure Pvt. Ltd., Sh. Raghbir S/o Sh. Madu, Sh. Jitender, Sh. Yogvinder S/o Sh. Lakhmichand, Sh. Harmender, Sh. Joginder, Sh. Narender S/o Sh. Hukumchand, Sh. Amit S/o Sh. Vijay Gupta, Smt. Ramrati Wd/o Sh. Puran, Sh. Gangaram, Sh. Rajbir s/o Sh. Puran, Sh. Hansraj, Sh. Kailash S/o Sh. Gokal, Sh. Kure Singh, Sh. Krishan S/o Sh. Jagmal, C/o Orris Infrastructure Pvt. Ltd., J-10/5, DLF Phase-II, MG Road, Gurgaon along with a copy of agreement, LC-IV B, Bilateral agreement & Layout Plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board, Panchkula along with copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Gurgaon.
10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
11. Land Acquisition Officer, Gurgaon.
12. Senior Town Planner, Gurgaon.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurgaon along with a copy of agreement & Layout Plan.
15. Chief Accounts Officer (Monitoring) O/o DGFCP, Haryana.
16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

*(Signature)*  
(P.P. SINGH)  
District Town Planner (HO)

1. Detail of land owners by Orris Land & Housing Pvt. Ltd. Village Hayatpur, Distt. Gurgaon.

Village	Rect No.	Killa No.	Total Area K-M
Hayatpur	8	21/2	4-0
	29	9/1	5-3
		10/1	5-7
	30	15/2	6-16
	56	18/2	2-11
		19	3-8
	59	20/1	6-12
		<b>Total</b>	<b>33-17</b>

2. Detail of land owners by Fortune Land & Housing Pvt. Ltd. Hayatpur

Hayatpur	29	9/2	2-13
		10/2	2-13
		11	8-0
		12/1	2-13
		12/2	5-7
	30	18/1	1-11
		18/2	6-9
31	16/2	6-16	
	25/1/1	1-6	
		<b>Total</b>	<b>37-8</b>

3. Detail of land owners by Vertex Land & Housing Pvt. Ltd. Hayatpur

Hayatpur	29	25/1/1	2-2
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4. Detail of land owners by Bright Buildtech Pvt. Ltd. Hayatpur

Hayatpur	15	1/1	6-13
		2/2	1-7
	16	11	8-0
		<b>Total</b>	<b>16-0</b>

5. Detail of land owners by Incense Properties Pvt. Ltd. Hayatpur

Hayatpur	15	16/2	2-0
		17/2	1-10
	30	25/2	2-15
	56	5/1	4-16
		<b>Total</b>	<b>11-1</b>

6. Detail of land owners by Neptune Land & Housing Pvt. Ltd. Hayatpur

Hayatpur	9	16/2	0-12
	55	4/1/2/1/2	0-12
		<b>Total</b>	<b>1-4</b>

7. Detail of land owners by Radha Estate Pvt. Ltd. Hayatpur

Hayatpur	9	25/2	4-0
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8. Detail of land owners by Oscar Land & Housing Pvt. Ltd. Hayatpur

Hayatpur	15	3/2	2-0
		4	8-0
		5	8-0
	16	18	8-0
		23/1	4-11
		24/1	4-11
		<b>Total</b>	<b>35-2</b>

*[Signature]*  
D.G. (CP) (H)  
2/11/13



9. Detail of land owners by Crazy Land & Housing Pvt. Ltd.

Village	Rect No.	Killa No.	Total Area K-M
Hayatpur	15	25/2	7-0
	16	21/1	4-0
	30	1/2	4-0
<b>Total</b>			<b>15-0</b>

10. Detail of land owners by Crazy Land & Housing Pvt. Ltd. 900/1021 share, Neptune Land & Housing Pvt. Ltd. 121/1021 share.

Hayatpur	29	1	7-11
		2/1	4-3
		19	8-0
		20	8-0
		22	7-7
<b>Total</b>			<b>35-1</b>

11. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 102/182 share, Incense Properties Pvt. Ltd. 80/182 shares

Hayatpur	29	23	7-7
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12. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 29/115 share, Salmon Land & Housing Pvt. Ltd. 86/115 share.

Hayatpur	16	20/3	1-15
		21/2	4-0
<b>Total</b>			<b>5-15</b>

13. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 160/298 share, Bright Buildtech Pvt. Ltd. 138/298 share.

Hayatpur	16	22	8-0
		23/2	3-9
		24/2	3-9
<b>Total</b>			<b>14-18</b>

14. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 1/5 share, Radha Estate Pvt. Ltd. 4/5 share.

Hayatpur	30	23/1	5-3
		56	5-3
		8	7-13
		13	7-7
		26	0-7
<b>Total</b>			<b>25-13</b>

15. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 1/2 share, Oscar Land & Housing Pvt. Ltd. 1/2 share.

Hayatpur	15	6/1	3-4
		6/2	4-16
		15	8-0
<b>Total</b>			<b>16-0</b>

16. Detail of land owners by Acme Buildwell Pvt. Ltd. 233/574, Neptune Land & Housing Pvt. Ltd. 341/574 share.

Hayatpur	29	24	7-7
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17. Detail of land owners by Vertex Land & Housing Pvt. Ltd. 1/2 share, Salmon Land & Housing Pvt. Ltd. 1/2

Hayatpur	31	24/2	7-12	Area Taken 6-17
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18. Detail of land owners by Vertex Land & Housing Pvt. Ltd. 160/240 share, Merlin Land & Housing Pvt. Ltd. 80/240 share

Village	Rect No.	Killa No.	Total Area K-M
Hayatpur	29	21	7-7
	30	25/1	4-13
<b>Total</b>			<b>12-0</b>

19. Detail of land owners by Acme Buildwell Pvt. Ltd. 340/1906 share, Fortune Land & Housing Pvt. Ltd. 773/1906 share, Crazy Land & Housing Pvt. Ltd. 793/1906 share

Hayatpur	15	7	8-0
		8/2	7-17
		9	8-0
		12	8-0
		13/2	0-4
		14	8-0
		19/2	7-12
		<b>Total</b>	

20. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 193/646 share, Orris Land & Housing Pvt. Ltd. 29/323 share, Crazy Land & Housing Pvt. Ltd. 395/646 share

Hayatpur	15	16/1	6-0
		17/1	3-18
		17/3	2-12
		18/1	1-0
		20/1	2-13
	16		
<b>Total</b>			<b>16-3</b>

21. Detail of land owners by Elegant Land & Housing Pvt. Ltd. 160/538 share, Fortune Land & Housing Pvt. Ltd. 126/538 share, Oscar Land & Housing Pvt. Ltd. 252/538 share

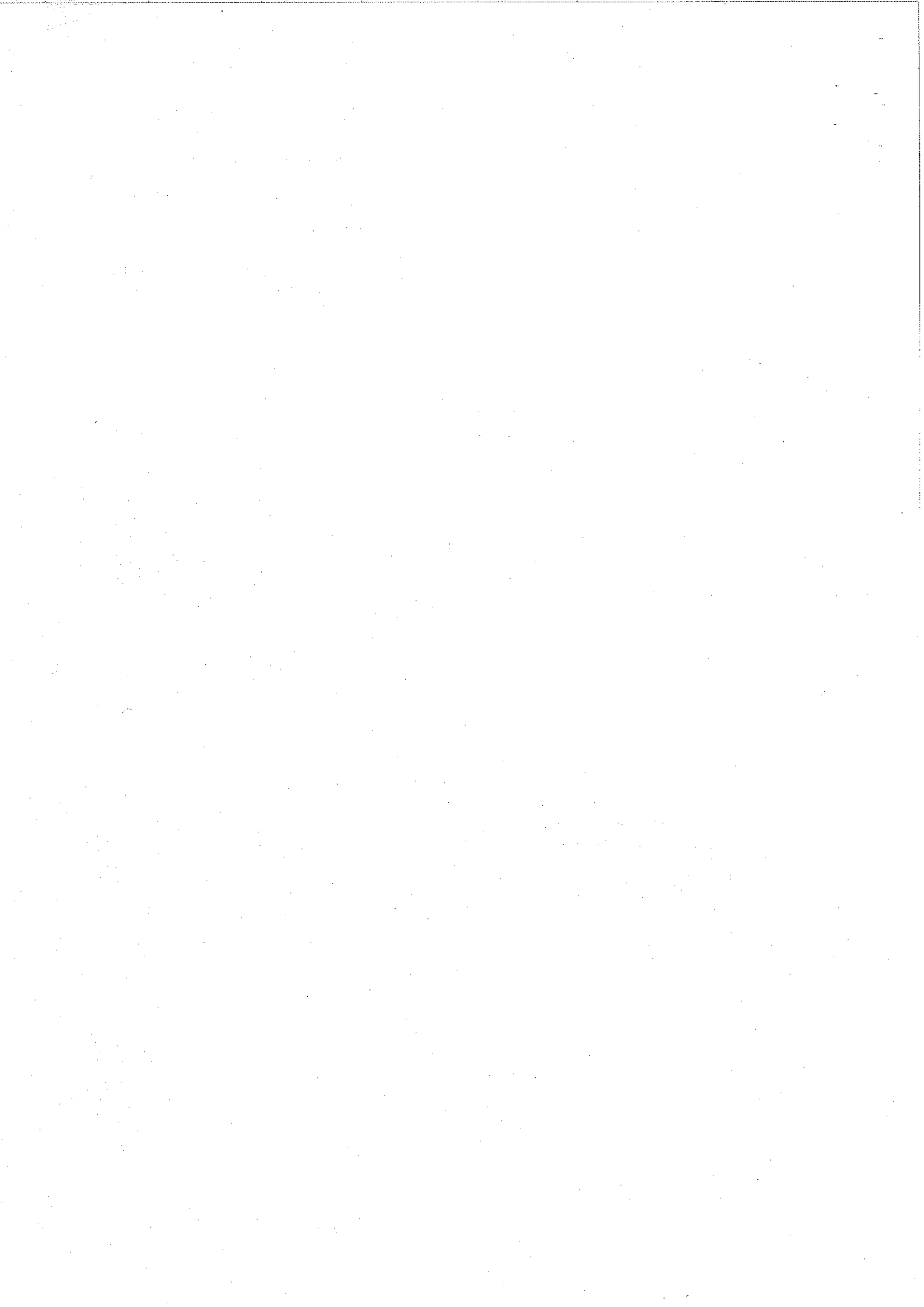
Hayatpur	8	23	8-0
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22. Detail of land owners by Orris Infrastructure Pvt. Ltd. 89/533 share, Fortune Land & Housing Pvt. Ltd. 355/533 share, Vertex Land & Housing Pvt. Ltd. 89/533 share

Hayatpur	30	2/2	5-2
		9	8-0
		10/1	1-11
		11/2	4-0
		12	8-0
		<b>Total</b>	

23. Detail of land owners by Acme Buildwell Pvt. Ltd. 295/2686 share, Orris Land & Housing Pvt. Ltd. 405/2686 share, Incense Properties Pvt. Ltd. 41/2686 share, Oscar Land & Housing Pvt. Ltd. 317/2686 share, Fortune Land & Housing Pvt. Ltd. 160/2686 share, Elegant Land & Housing Pvt. Ltd. 202/2686 share, Merlin Land & Housing Pvt. Ltd. 303/2686 share, Crazy Land & Housing Pvt. Ltd. 565/2686 share, Neptune Land & Housing Pvt. Ltd. 76/2686 share, Orris Infrastructure Pvt. Ltd. 322/2686 share.

Hayatpur	30	21	8-0	
		22	8-0	
		25/2	3-16	
		55	8-0	
		56	8-0	
			1	8-0
			2	8-0
			9	8-0
			10/1	4-13
			10/2	3-7
			12	7-7
		<b>Total</b>		





24. Detail of land owners by Sh. Raghbir S/o Madu village Hayatpur Distt. Gurgaon.

Village	Rect No.	Killa No.	Total Area K-M
Hayatpur	30	13	8-0
		14	8-0
		15/1	0-12
		16	7-8
		17	8-0
		<b>Total</b>	<b>32-0</b>

25. Detail of land owners by Sh. Jitender, Yodvinder S/o Lakhmichand 1/2 share, Sh. Harmender, Joginder, Narender S/o Hukamchand 1/2 share Village Hayatpur, Distt. Gurgaon.

Hayatpur	56	16	8-0
		17	8-0
		18/1	5-13
		24/1	2-2
		19	8-0
	59	20/2	1-8
		21/1	7-16
		<b>Total</b>	<b>40-19</b>

26. Detail of land owners by Orris Infrastructure Pvt. Ltd. 110/591 share, Fortune Land & Housing Pvt. Ltd. 111/591 share, Vertex Land & Housing Pvt. Ltd. 258/591 share, Crazy Land & Housing Pvt. Ltd. 112/291 share.

Hayatpur	31	7	8-0
		8/1/1	6-12
		14/2	5-10
		17/1	7-13
		18/1/2	1-16
		<b>Total</b>	<b>29-11</b>

27. Detail of land owners by Mr. Amit S/o Sh. Vijay Gupta

Hayatpur	9	14/2/2	4-7
		17/1	5-4
		24/1	1-14
	14	25/1	4-0
		5/2	6-4
		6/1/1	2-4
		<b>Total</b>	<b>23-13</b>

28. Detail of land owners by Smt. Ramrati Wd/o Sh. Puran

Hayatpur	16	20/2	3-12
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29. Detail of land owners by Gangaram - Rajbir Ss/o Sh. Puran equal share, Distt. Gurgaon.

Hayatpur	16	19	8-0
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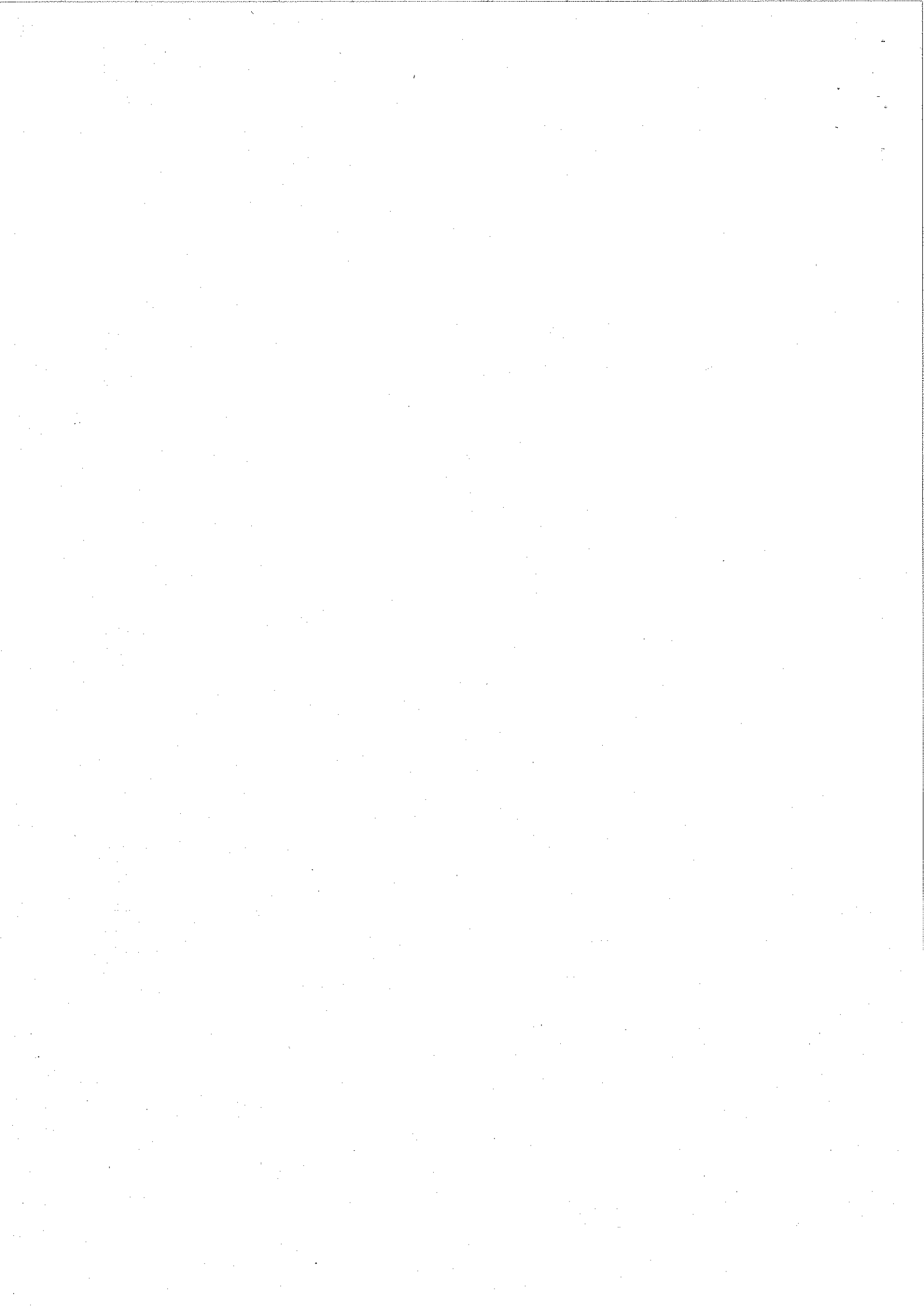
30. Detail of land owners by Sh. Hansraj - kailash S/o Gokal Village Hayatpur, Distt. Gurgaon.

Hayatpur	16	12/2	0-6
		13	8-0
		<b>Total</b>	<b>8-6</b>

31. Detail of land owners by Sh. Kure Singh - Krishan S/o Sh. Jagmal Village Hayatpur, Distt. Gurgaon.

Hayatpur	16	12/1	7-14
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32. Detail of land owners by Radha Estate Pvt. Ltd, Village Badha, Distt. Gurgaon.

Village	Rect No.	Killa No.	Total Area K-M	Area Taken K-M
Badha	3	21/1/1	2-18	2-18
		22/2	7-15	7-15
	4	25	8-0	3-18
		6/1/2	0-3	0-3
	6	15/2	6-19	6-19
		4	6-16	1-15
	7	5	7-7	0-8
		10/2/2	2-12	2-12
		11/1	4-18	4-18
				<b>Total</b>

33. Detail of land owners by Crazy Land & Housing Pvt. Ltd.

Badha	6	16		8-0
		17		8-0
		24/2		5-12
		25		8-0
		7	20	
		21		8-0
		22/2		4-0
	18	1/1		1-1
		2		7-7
				<b>Total</b>

34. Detail of land owners by Oscar Land & Housing Pvt. Ltd.

Village	Rect No.	Killa No.	Total Area K-M	Area Taken K-M
Badha	7	9/1	1-0	0-6
		9/2	7-0	6-9
		10/1	4-18	0-17
			<b>Total</b>	<b>7-12</b>

35. Detail of land owners by Vertex Land & Housing Pvt. Ltd.

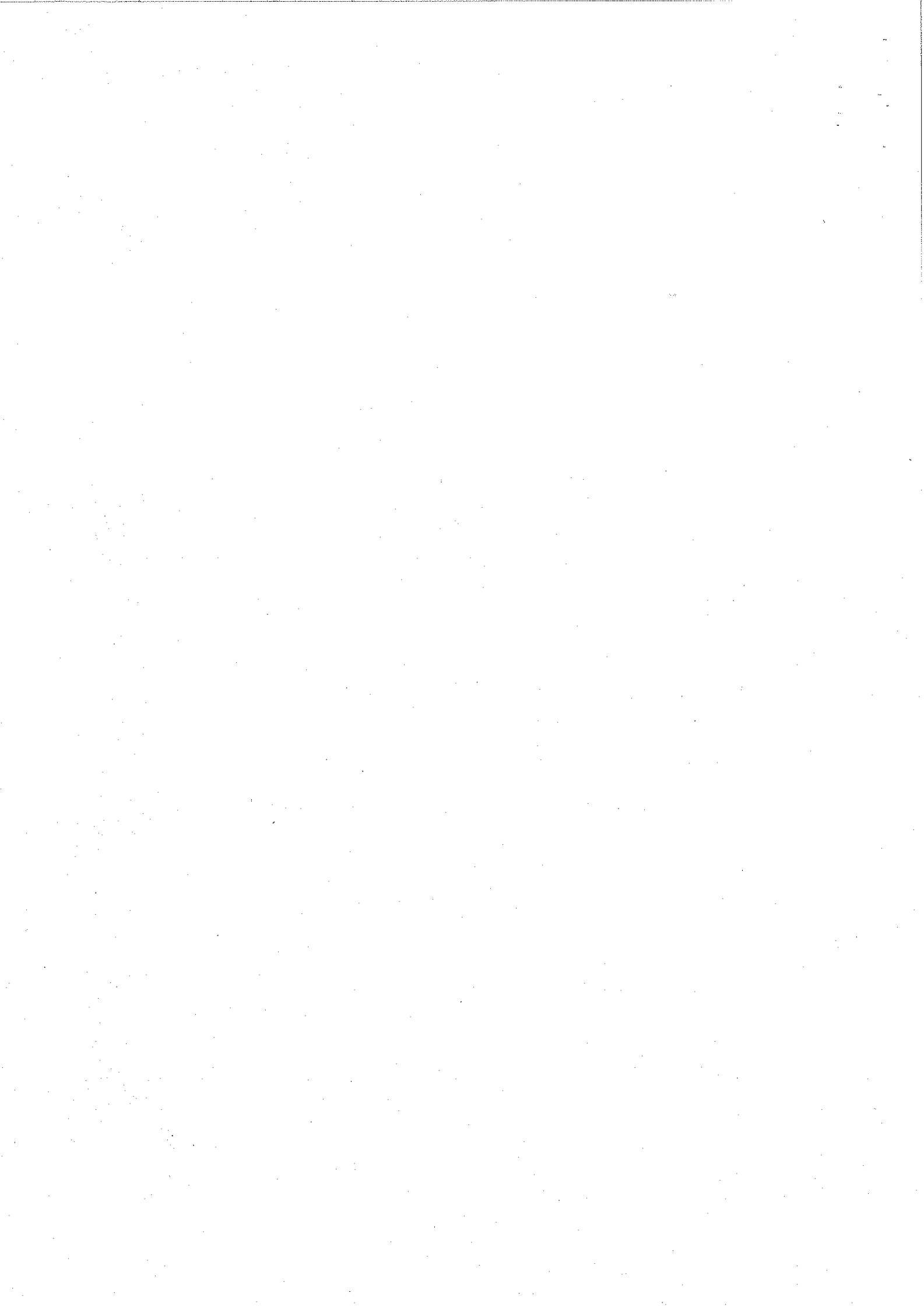
Village	Rect No.	Killa No.	Total Area K-M	Area Taken K-M
Badha	7	3/2/1	0-15	0-8
		3/2	2-5	0-5
		7/2	6-5	6-5
		8/1	3-4	3-4
	19	15/1/1/2/1	3-2	3-2
		16/1/1	1-7	1-7
		15/1/3	1-12	1-12
			<b>Total</b>	<b>16-3</b>

36. Detail of land owners by Elegant Land & Housing Pvt. Ltd.

Badha	19	5/2		6-8
		6/1		3-2
		6/2		4-18
			<b>Total</b>	<b>14-8</b>

37. Detail of land owners by Fortune Land & Housing Pvt. Ltd.

Badha	7	11/2		3-2
		12/1/2		2-11
		12/2/2		3-9
		19		8-0
		22/1		4-0
		19	15/1/1/1	
				<b>Total</b>



38. Detail of land owners by Orris Infrastructure Pvt. Ltd.

Village	Rect No.	Killa No.	Total Area K-M
Badha	3	18/4	0-9
	8	3/1/6	0-17
	18	1/3/2	1-16
<b>Total</b>			<b>3-2</b>

39. Detail of land owners by Orris Infrastructure Pvt. Ltd. 295/601 share, Vertex Land & Housing Pvt. Ltd. 306/601 share.

Badha	7	8/2	4-4
		18/1/1	2-1
<b>Total</b>			<b>6-5</b>

40. Detail of land owners by Acme Buildwell Pvt. Ltd. 51/92 share, Neptune Land & Housing Pvt. Ltd. 41/92 share

Badha	18	1/3/1	4-12
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41. Detail of land owners by Vertex Land & Housing Pvt. Ltd. 206/876 share, Fortune Land & Housing Pvt. Ltd. 350/876 share, Neptune Land & Housing Pvt. Ltd. 14/876 share, Orris Infrastructure Pvt. Ltd. 306/876 share.

Badha	3	14/1	4-7
		13	9-11
		23	8-0
<b>Total</b>			<b>21-18</b>

42. Detail of land owners by Vertex Land & Housing Pvt. Ltd. 44/192 share, Fortune Land & Housing Pvt. Ltd. 72/192 share, Neptune Land & Housing Pvt. Ltd. 2/192 share, Orris Infrastructure Pvt. Ltd. 73/192 share, Salmon Land & Housing Pvt. Ltd. 1/192 share.

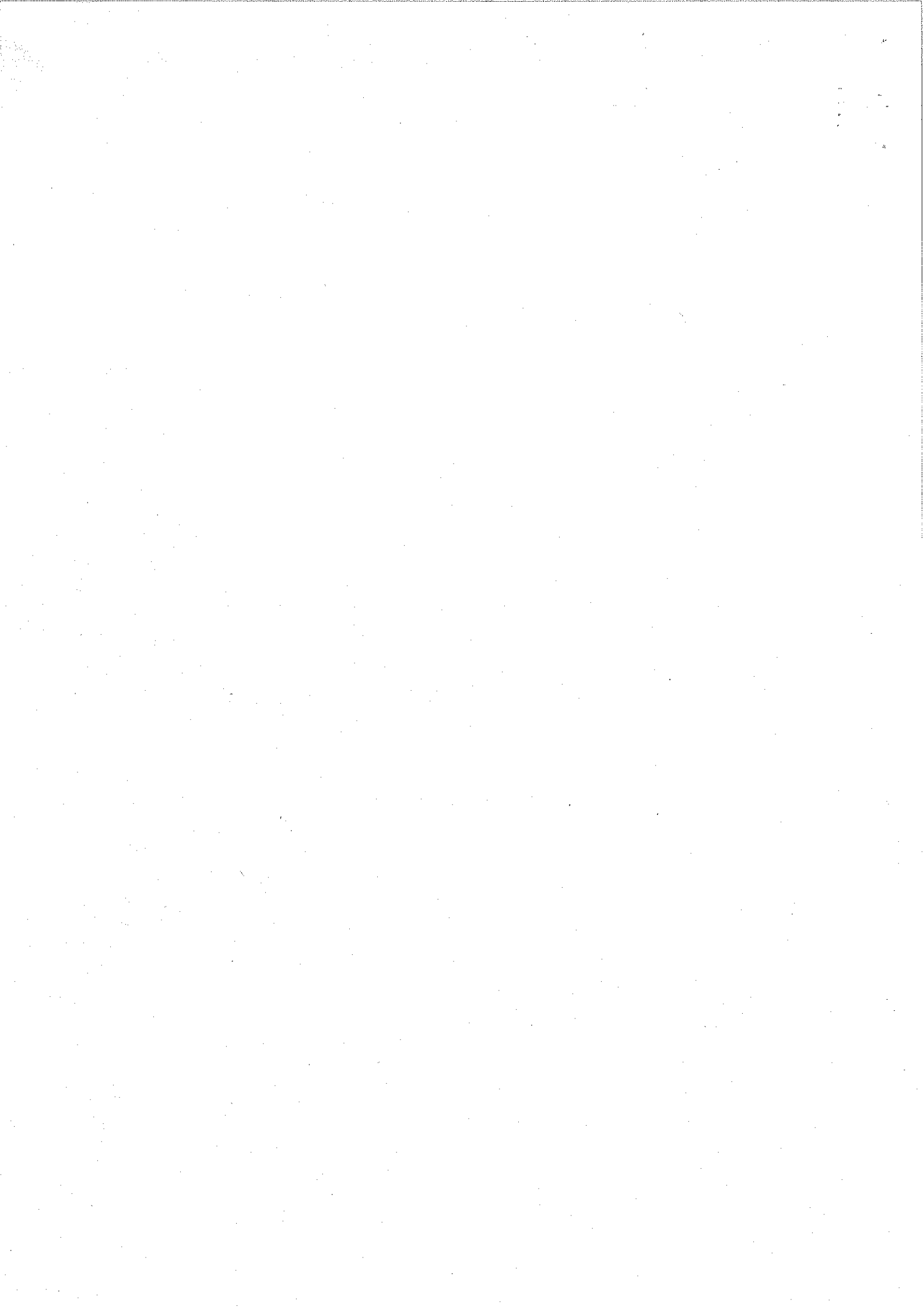
Badha	3	18/1	4-16
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43. Detail of land owners by Vertex Land & Housing Pvt. Ltd. 101/392 share, Fortune Land & Housing Pvt. Ltd. 260/392 share, Neptune Land & Housing Pvt. Ltd. 8/392 share, Orris Infrastructure Pvt. Ltd. 21/392 share, Salmon Land & Housing Pvt. Ltd. 2/392 share.

Badha	8	2/1/2/2	3-19
		2/2/2	3-8
		3/1/2	2-9
<b>Total</b>			<b>9-16</b>

**G. Total**  
K - M  
**808-13**  
or 101.081 acres

*[Signature]*  
**Director General**  
Town and Country Planning,  
Hariana, Chandigarh  
*[Signature]*





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

248164

FORM LC-IV

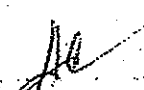
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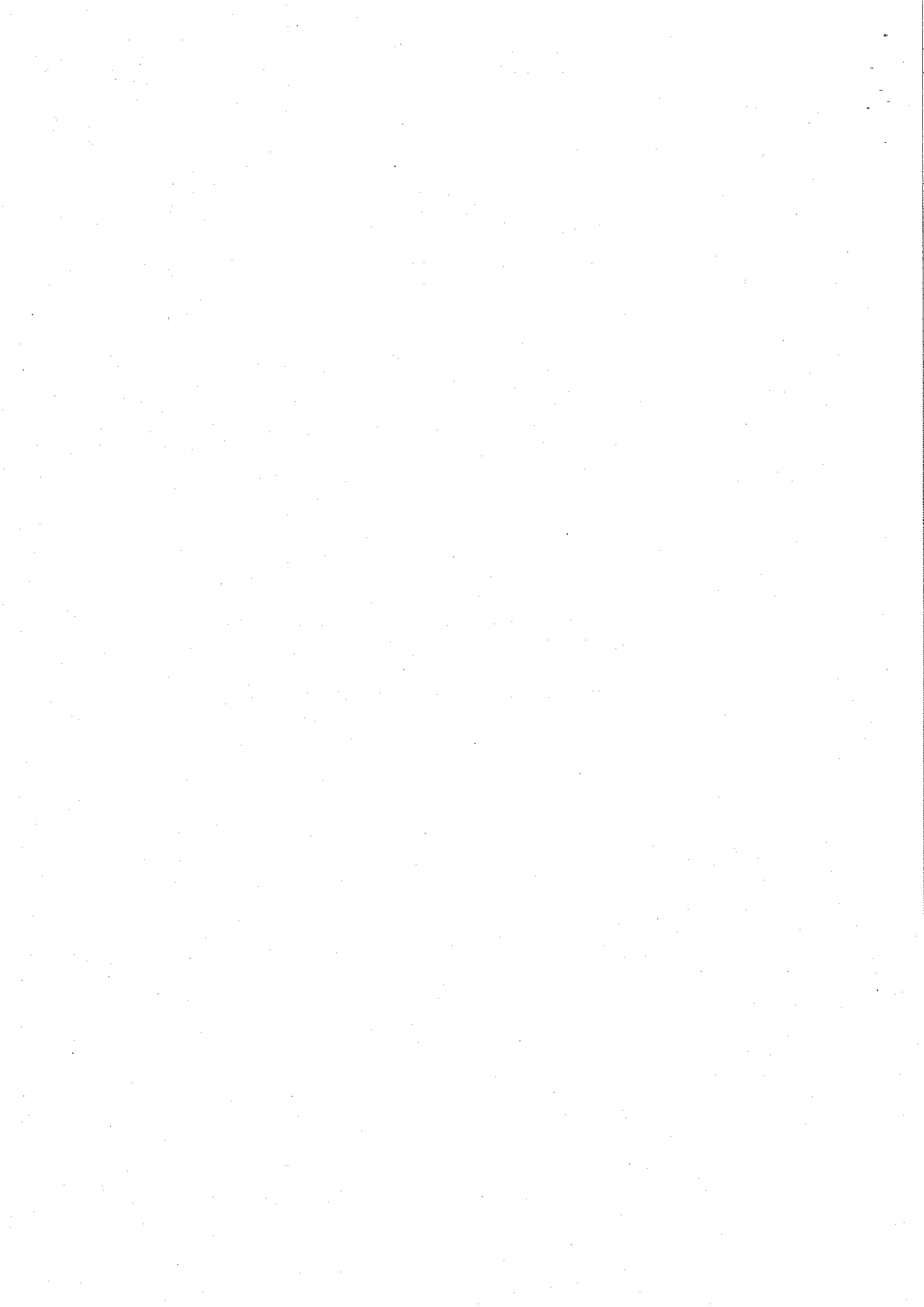
AGREEMENT BY OWNER OF LAND INTENDING TO SET UP  
A RESIDENTIAL PLOTTED COLONY

This agreement made on the 16<sup>th</sup> day of July, 2013 (two thousand thirteen)

Between

Orris Land and Housing Pvt. Ltd.  
Fortune Land and Housing Pvt. Ltd.  
Vertex Land and Housing Pvt. Ltd.  
Bright Buildtech Pvt. Ltd.  
Incense Properties Pvt. Ltd.  
Neptune Land and Housing Pvt. Ltd.  
Radha Estate Pvt. Ltd.  
Oscar Land and Housing Pvt. Ltd.  
Caly Land and Housing Pvt. Ltd.  
Elegant Land and Housing Pvt. Ltd.  
Salmon Land and Housing Pvt. Ltd.  
Acme Buildwell Pvt. Ltd.  
Merlin Land and Housing Pvt. Ltd.  
Orris Infrastructure Pvt. Ltd.  
Sh. Raghbir S/o Sh. Madu

  
D.G.T.C.P. (Hr.)





Sh. Jitender. Sh. Yogvinder S/o Sh. Lakhmichand  
Sh. Harmender. Sh. Joginder. Sh. Narender S/o Sh. Hukumchand  
Sh. Amit S/o Sh. Vijay Gupta  
Smt. Ramrati Wd/o Sh. Puran  
Sh. Gangaram, Sh. Rajbir S/o Puran  
Sh. Hansraj, Sh. Kailash S/o Sh. Gokal  
Sh. Kure Singh, Sh. Krishan S/o Sh. Jagmal (hereinafter called the "Owner")

C/o M/s Orris Infrastructure Pvt. Ltd. Collaborator Company on behalf of the Land Owners ( List Enclosed) a company registered under the Companies Act, 1956 and having its corporate office J-10/5, DLF Phase-II, MG Road, Gurgaon, (hereinafter called the "Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Manjit Singh S/o Sh. Amrik Singh R/o X-181, DLF Regency Park-2, DLF City Phase IV, Gurgaon

..... of the one part.

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the 'Director')

.....of the other part.

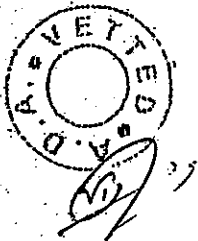
WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting and developing it into Residential Plotted Colony.

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 RESIDENTIAL PLOTTED COLONY on land measuring 101.081 acres falling in the revenue estate of Village Hayatpur and Badha, Sector- 89 & 90, Gurgaon, Haryana.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

I. In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, hereby covenants as follows:

- i. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time, within ten 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 in the colony.



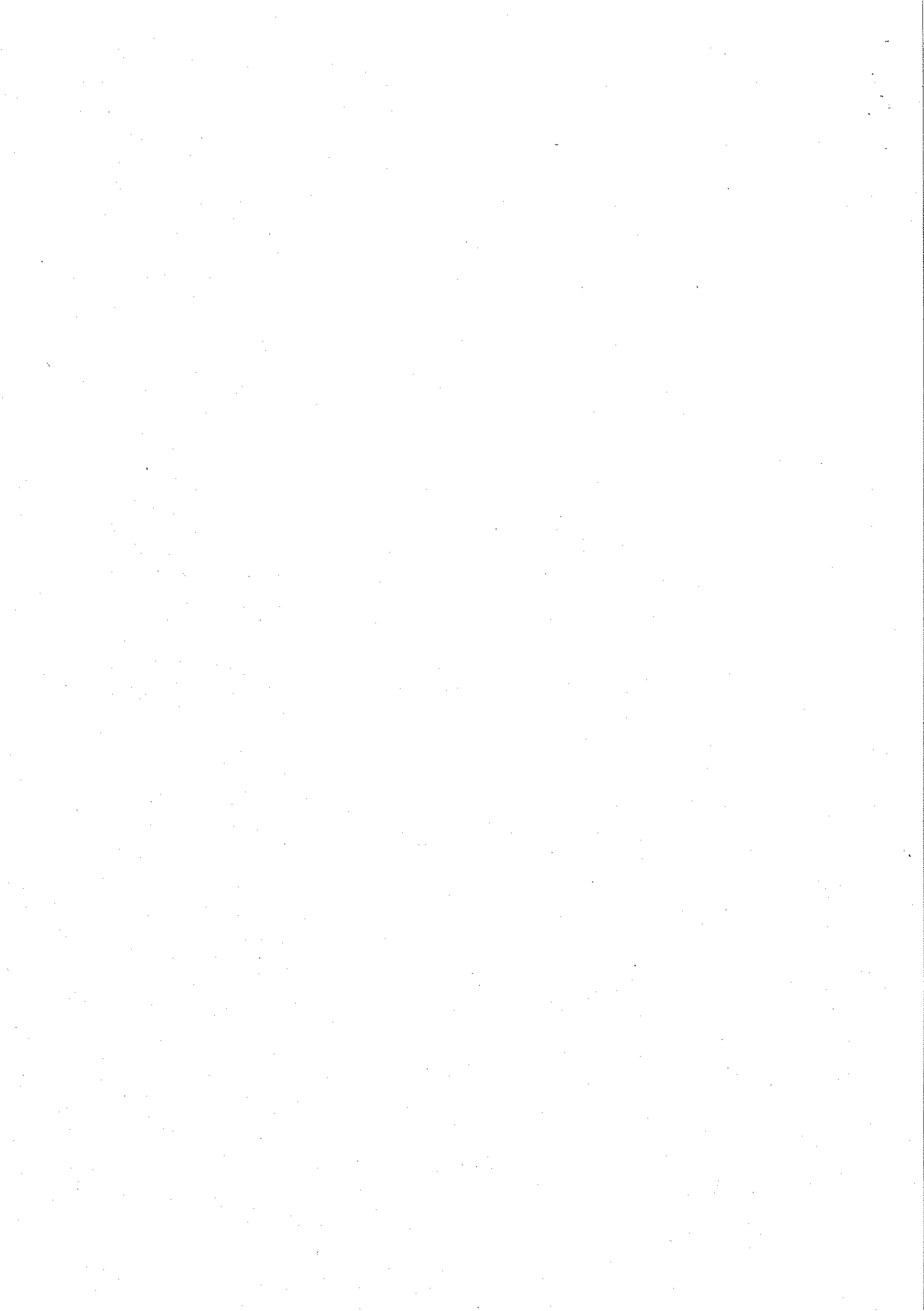
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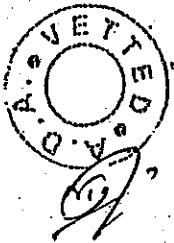
- ii. That the owner undertakes to pay proportionate External Development Charges as per rate, schedule, terms & conditions hereto:-
- a. That owner shall pay the proportionate external development charges at the tentative rate of Rs 86.03 Lac per acre for plotted area and Rs. 401.764 lacs per acre for commercial area. These charges shall be payable to Haryana Urban Development Authority 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 installments of 10% each in the following manner:
  - b. First installment shall be payable within a period of 30 days from the date of grant of license.
  - c. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs 86.03 Lac per acre for plotted area and Rs. 401.764 lacs per acre for commercial area. However, at the time of grant of Occupation Certificate nothing will be outstanding on account of EDC.
  - d. That the colonizer/developer shall pay the EDC, as per schedule date as and when demanded by the Director General, Town and Country Planning, Haryana, Chandigarh.
  - e. In the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
  - f. For the grant of completion certificate, the payment of EDC shall be prerequisite along with the valid license and Bank Guarantee.
  - g. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.



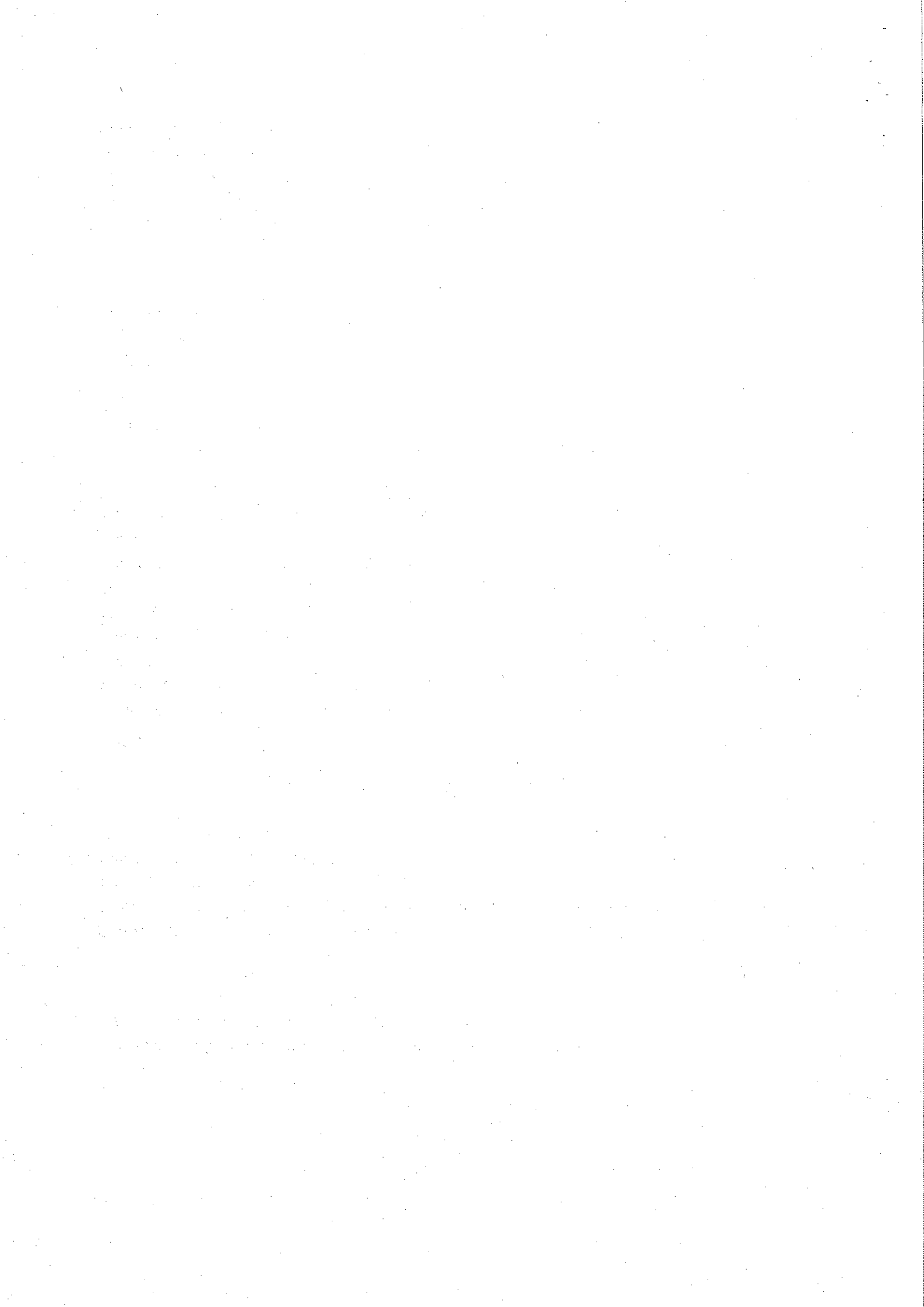
  
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- h. The unpaid amount of EDC would carry an interest of 12% per annum (simple) and in case of any delay in the payment of installments on the due date and additional interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable up to a period of three months and the additional three months with the permission of Director.
- i. In case, the HUDA executing External Development Works before the final payment of EDC, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lump-sum even before the completion and the colonizer shall be bound to make the payment with the period so specified.
- j. Enhanced compensation of land cost, if any shall be payable extra as dedicated by the Director from time to time.
- k. The colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain 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. HVPN/UH BVNL/DH BVNL, Haryana and complete the same before obtaining completion certificate for the colony.
- l. No EDC would be recovered from EWS category of allottees.
- m. That the rates, schedules and terms & conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms & conditions, so determined by the Director along with interest from the date of grant of license.
- n. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five

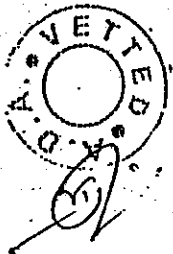


  
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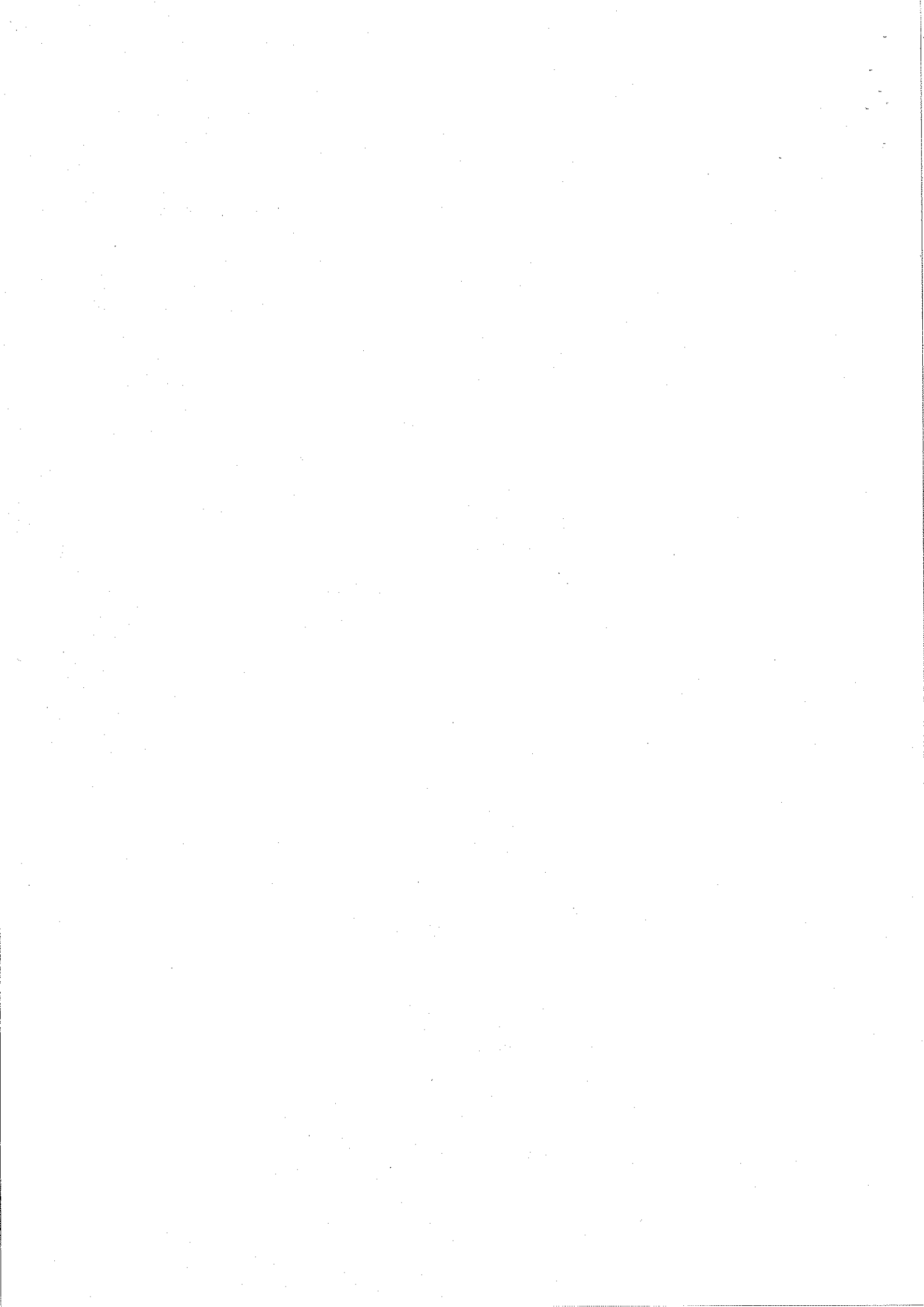
years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Govt. or the Local Authority as the case may be.

- o. That owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.
- p. No third party/subsequent rights will be created without obtaining the prior permission of the DG, TCP.
- q. All the community buildings will be got constructed by the colonizer within time period, so specified by the Director.
- r. That the owner shall 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.
- s. That the owner shall complete the Internal Development works within four years from the date of grant of license.
- t. That the owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq Mtr. for permissible saleable plotted area and 1000/- per sqm for commercial component through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of License and the second installment to be deposited within six months from the date of grant of License failing which 18% P.A. (simple) interest will be paid for the delayed period.
- u. 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 colony.



A large, stylized handwritten signature or mark, possibly a name, written in dark ink. It is located on the left side of the page, below the circular stamp.

  
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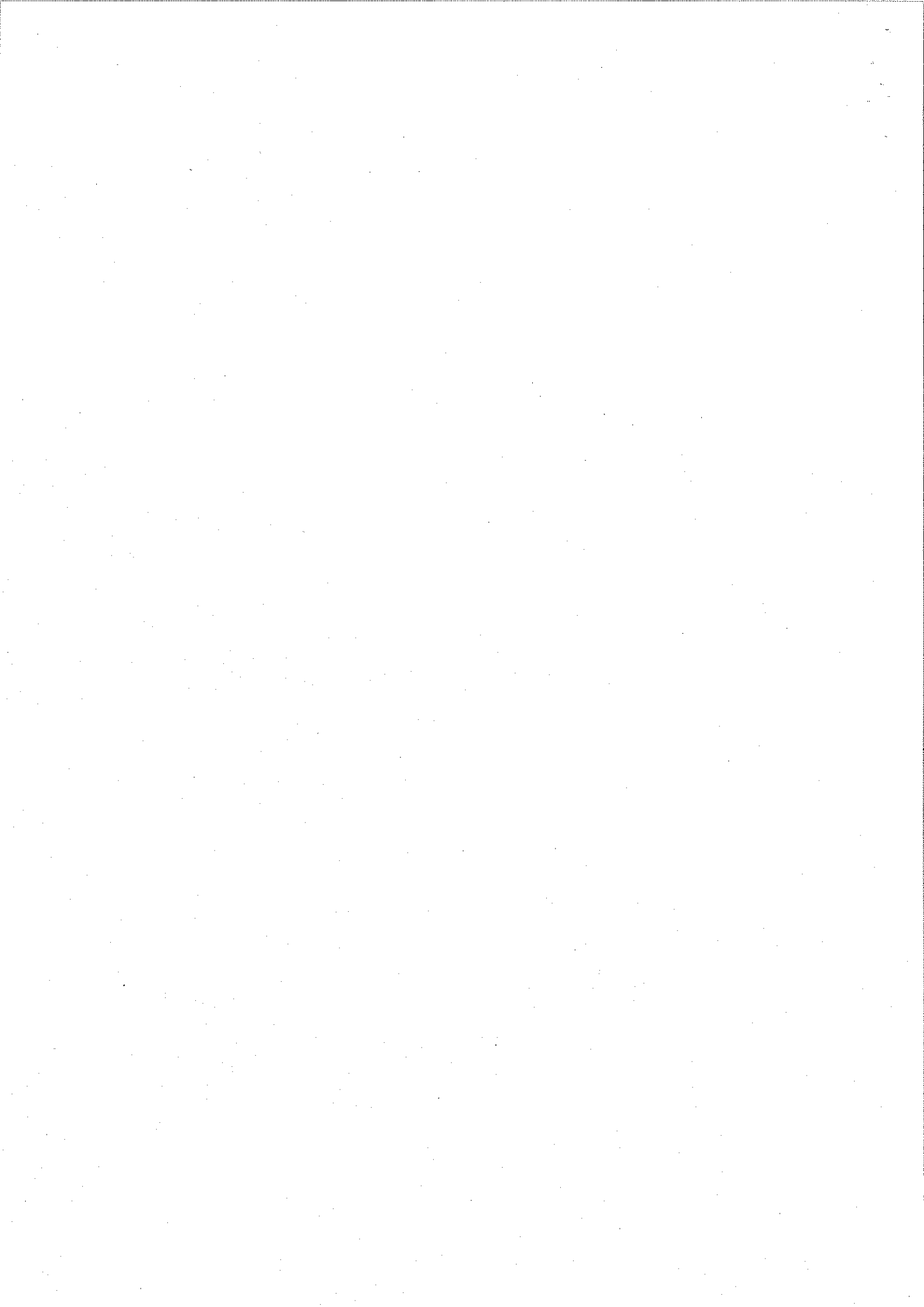
- v. That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the license granted.
- w. 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.
- x. That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.
- y. That the owner/ colonizer 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 of site in our land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
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 Bilateral Agreement or violate any provisions of the Act of 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 him.
3. Upon cancellation of the License under Clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.

The expression "The Owner" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

6. After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be, provided that, if the completion of



  
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the colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of 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 WHEREOF the owner and the director have signed this deed on the date and the year first above written.


WITNESSES:-

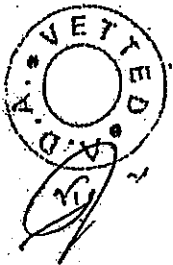


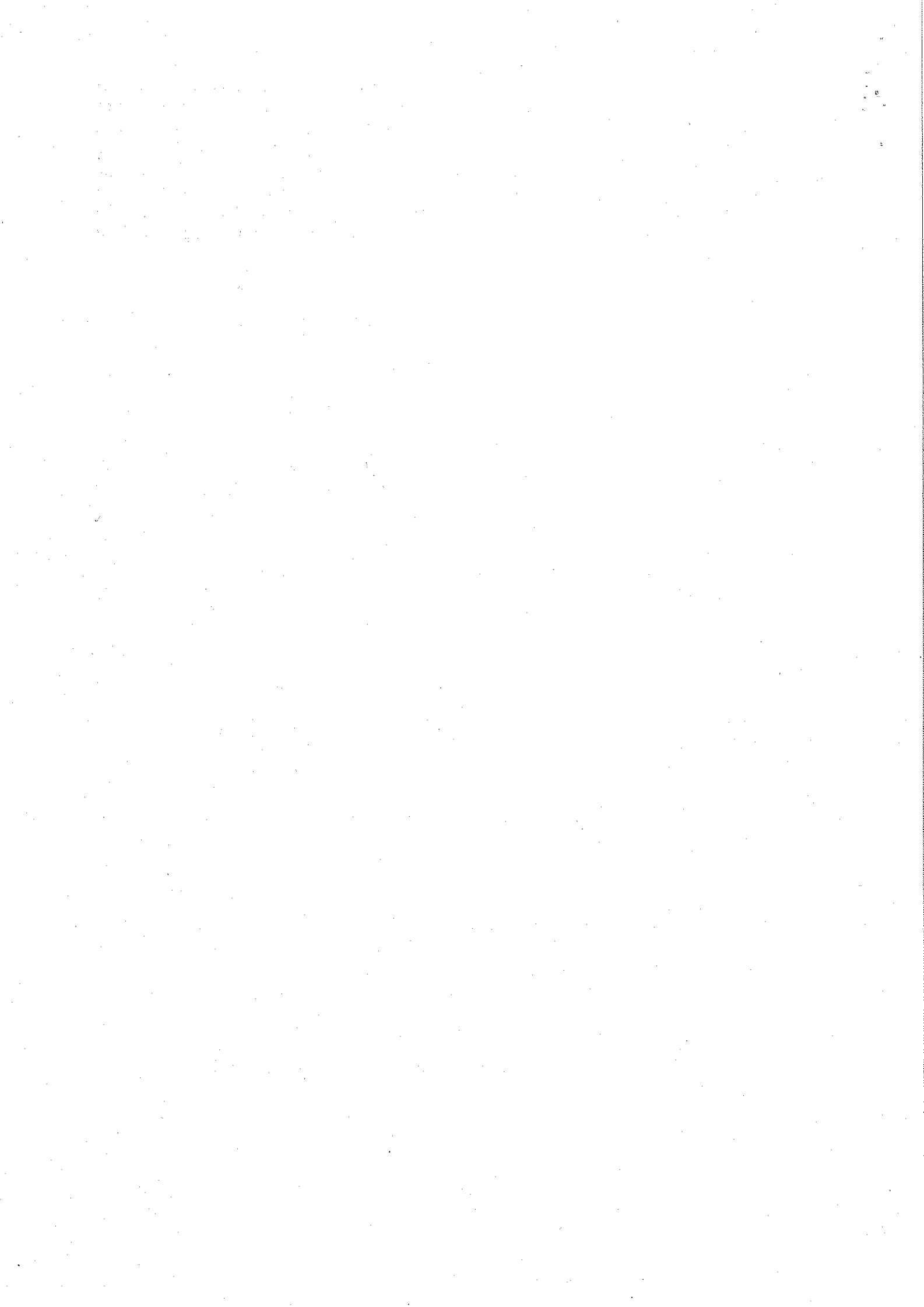
(AUTHORIZED SIGNATORY)

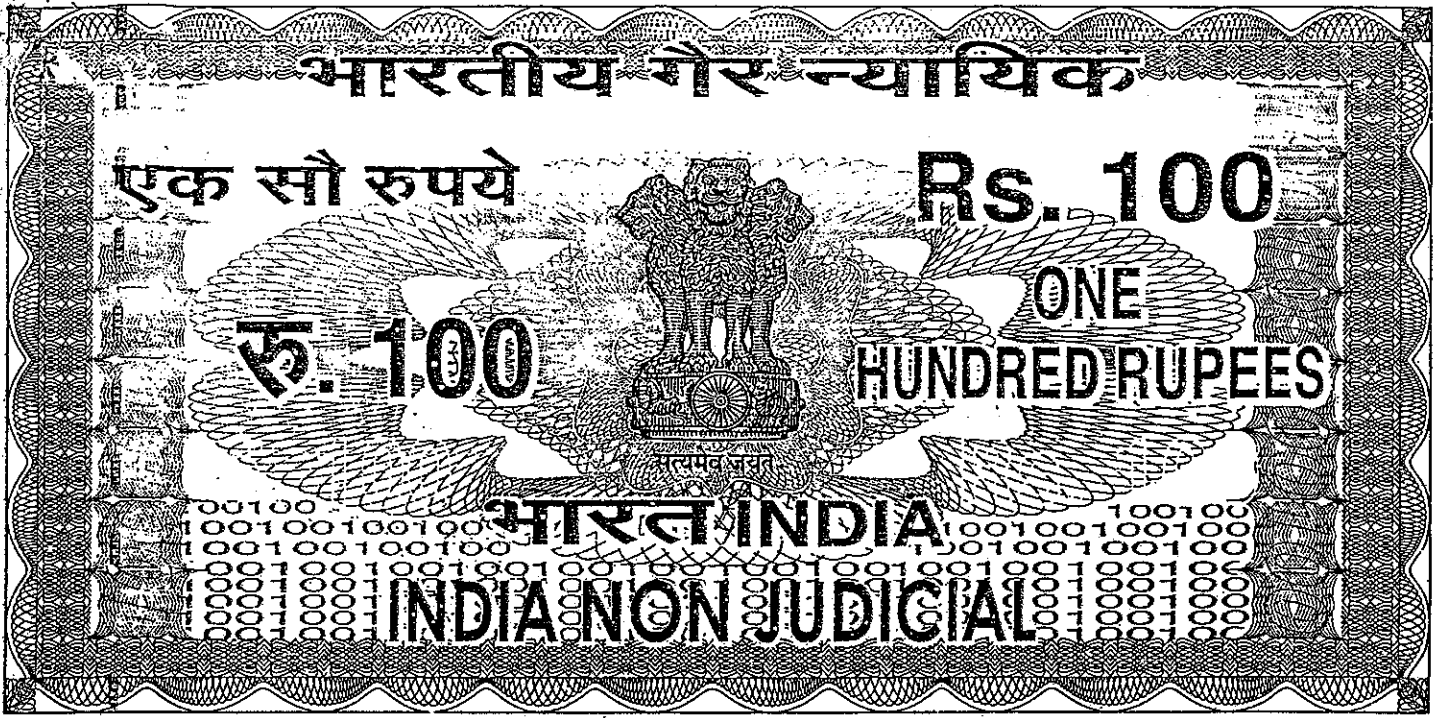
1. *B.R. Bansal*  
(B.R. Bansal)  
437 FF Sector 5  
Vashali GZB

2. *Vijay*  
JE  
40 DGT/CP/11/13  
MD

  
Director General  
Town and Country Planning,  
Haryana, Chandigarh







हरियाणा HARYANA

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[See Rule - 11(1)(h)]

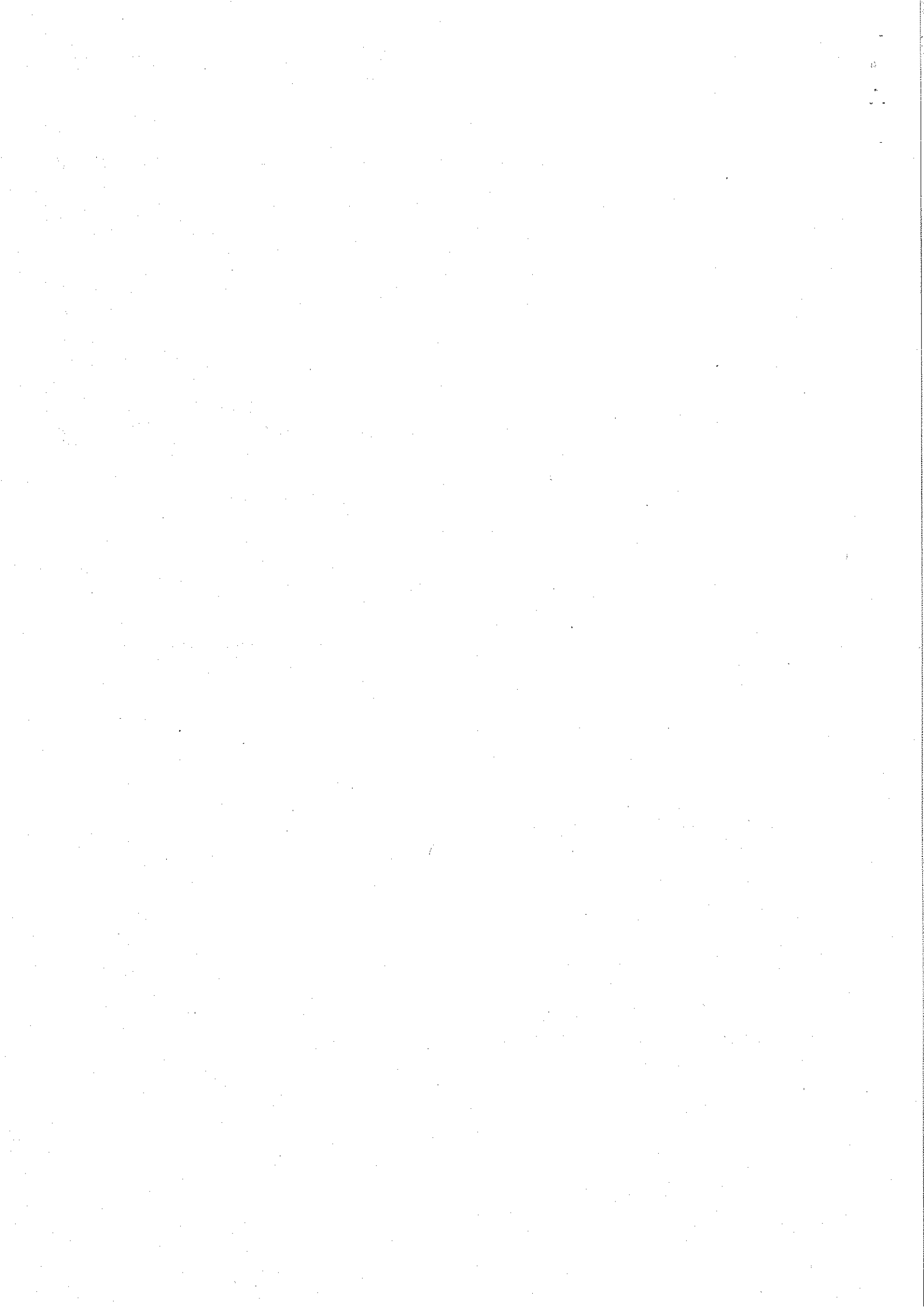
**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP  
A RESIDENTIAL PLOTTED COLONY**

This Agreement made on the 16<sup>th</sup> Day of July, 2013 (Two Thousand Thirteen)

Between

Orris Land and Housing Pvt. Ltd.  
Fortune Land and Housing Pvt. Ltd.  
Vertex Land and Housing Pvt. Ltd.  
Bright Buildtech Pvt. Ltd.  
Incense Properties Pvt. Ltd.  
Neptune Land and Housing Pvt. Ltd.  
Radha Estate Pvt. Ltd.  
Oscar Land and Housing Pvt. Ltd.  
Crazy Land and Housing Pvt. Ltd.  
Elegant Land and Housing Pvt. Ltd.  
Salmon Land and Housing Pvt. Ltd.  
Acme Buildwell Pvt. Ltd.  
Merlin Land and Housing Pvt. Ltd.  
Orris Infrastructure Pvt. Ltd.  
Sh. Raghbir S/o Sh. Madu  
Sh. Jitender, Sh. Yoginder S/o Sh. Lakhmichand  
Sh. Harmender, Sh. Joginder, Sh. Narender S/o Sh. Hukumchand  
Sh. Amit S/o Sh. Vijay Gupta

D.G.T.C.P. (Hc.)



Smt. Ramrati Wd/o Sh. Puran  
Sh. Gangaram, Sh. Rajbir S/o Puran  
Sh. Hansraj, Sh. Kailash S/o Sh. Gokal  
Sh. Kure Singh, Sh. Krishan S/o Sh. Jagmal

C/o M/s Orris Infrastructure Pvt. Ltd. Collaborator Company on behalf of the Land Owners ( List Enclosed) a company registered under the Companies Act, 1956 and having its corporate office at J-10/5, DLF Phase-II, MG Raod, Gurgaon, (hereinafter called the "Owner") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nomines and permitted assigness acting through its authorized signatory namely Mr. Manjit Singh S/o Sh. Amrik Singh R/o X-181, DLF Regency Park-2, DLF City Phase IV, Gurgaon

..... of the one part.

AND

THE GOVERNOR OF HARYANA, acting through the Director General, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director General")

..... of the other part.

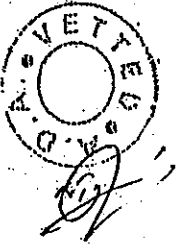
WHEREAS in addition to agreement executed in pursuance of the provisions of Rules 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the licence granted for setting up of a RESIDENTIAL PLOTTED COLONY on the land measuring 101.081 acres falling in the revenue estate of Village Hayatpur and Badha, Sector- 89 & 90, Gurgaon. Haryana.

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

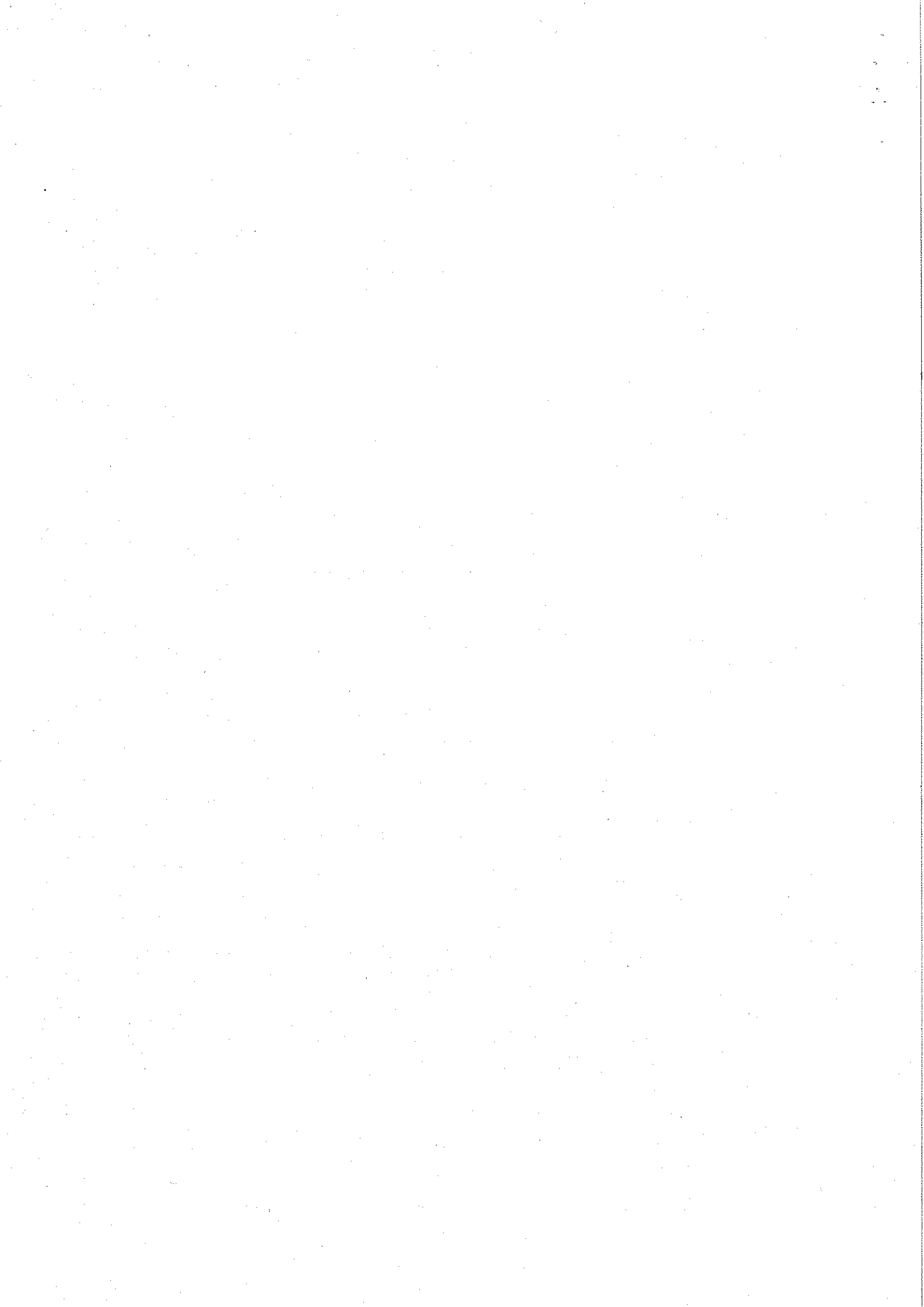
**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 11. of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner hereby covenants as follows:
  - a. That the colonizer/Owner shall transfer 100% EWS category plots to Housing Board, Haryana within one month after approval of zoning plan @ Rs. 500/- per Sq. Yd. or Rs. 600/- Per Sq.Mtr.. The development works in the area of EWS category plots will be completed on priority, so that Housing Board, Haryana can construct the houses and aloat the same within the initial validity period of four year of the licence.

  
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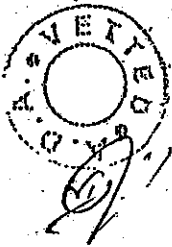
- b. That the allotment of Residential Units Constructed in Group Housing Colony, if any, will be done by the colonizer as per the policy dated 03.02.2010.
2. That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (Normally of sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner :-
- i) That the owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots the allotment shall be made by the draw of lottery for 75% plots.
  - ii) That the owner shall allot remaining 25% of "No Profit No Loss" plots to :-
    - a) Non Residential Indians against foreign exchange.
    - b) The land owner whose land has been purchased by the owner for wetting up a colony in Lieu thereof under a written contractual obligation.
    - c) Owner of plots falling in Small Pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the owner.
    - d) Such persons whom the owner may like at this discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub clause (i) & (ii)
3. That the remaining 55% of the total number of residential plots would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under Clause (1) & (2).
4. Provided that in case of allotment from out of registered applicants only, if the prices of different sizes of plots offered to applicants are different, in the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment

  
  
  
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of usual business conditions with regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the owner.

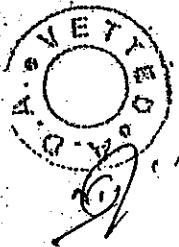
5. That the Owner while advertising for the sale of plot in the open market shall ensure the allotment of other categories of plots proportionately.
- 5a) That the owner shall submit the list of allottee(s) to the Director  
twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. That if the number of the applicants exceeds the number of plots, the allotment shall be made through the method of lottery/draw, by the owner/developer after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted plots after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the owner/developer.
8. That if the number of the applications exceeds the number of plots, the allotment shall be made through the method of lottery/draw, by the owner/developer after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted plots after complying with the usual business conditions with regards to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developer.
9. That Owner will ensure at the time of grant of completion certificate for the plotted colony that the 20% of the total number of plots reserved for EWS category is transferred to Housing Board, Haryana.
10. In case the owners seek exemption from payment of infrastructure augmentation charges, then he shall adhere to the following conditions:
  - i) That the owner shall derive maximum new profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.



  
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11. 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 Accountants that :-
- i) The overall net profit (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. (This is applicable if owner seek exemption from payment of infrastructure augmentation charges)
  - ii) The owner while determining the sale price of the plots in residential plotted colony, 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. (This is applicable if owner seeks exemption from payment of infrastructure augmentation charges)
  - iii) 20% of the total number of plot reserved for EWS categories has been transferred to Haryana Housing Board. 25% of "No Profit no Loss plots" have been allotted at the price fixed by DG,TCP.
12. That the pace of the construction shall be in accordance with sale agreement with the buyers of plots/flats/office and commercial space/I.T. space as and when scheme is launched, where ever applicable.
13. 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 of 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.
14. That owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospital, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of licence extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.



  
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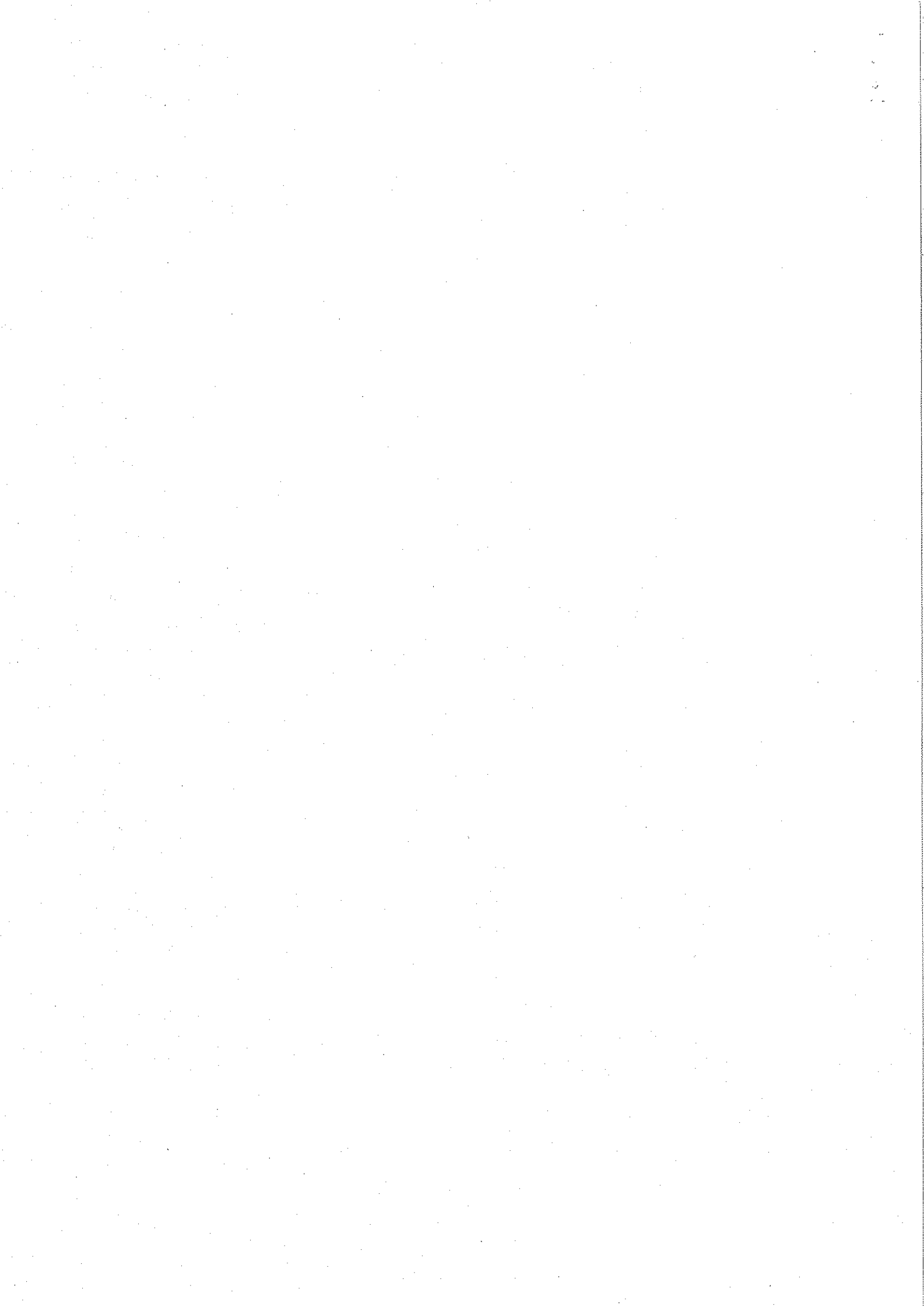


No third party/ subsequent rights will be created without obtaining the prior permission of the DG,TCP.

15. That the owner shall deposit 30% of the amount realized by him from plot holders time to time within ten days of its realization in a separate accounts to be maintained in the Schedules Bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and the construction
16. 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 colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout and the development worked in accordance with the licence granted.
17. That the owner shall carry out at his own expenses for any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
18. That the Bank Guarantee of Internal Development Works has been furnished on the interim rates of development works and construction of community buildings. The owner will 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 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.
19. That the Owner shall deposit Infrastructure Development charges @ Rs. 500/- per sq mtrs for permissible saleable plotted area and @ Rs. 1000/- per sqm. for commercial component through bank draft in favour of Director Town and Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license falling which 18% P.A. (simple) interest will be delayed period.

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 and in any such case and notwithstanding the waiver or any previous clause or right, the Director may cancel the license granted to him.

  
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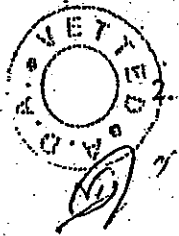
- as above, action shall be taken as*
21. Upon cancellation of the license under clause 20 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director. *date*
  22. The Stamp duty and registration charges on this deed shall be borne by the owner.
  23. The expression the "The Owner" hereinbefore used shall include their heir's legal representative, successors and permitted assignees.
  24. That owner shall convey the 'Ultimate Power Load Requirement' of the project 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 the licensed land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
  25. That any other conditions which the Director think necessary in Public interest can be imposed.
  26. That the owner shall pay labour cess charges, as per the policy of the Govt. dated 25.02.2012.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written.

WITNESSES:

1. *Bansal*  
 (B.R. Bansal)  
 457 FF sector 5  
 Vasant Vihar GZB

*Vijay*  
 90 DGTCP (HR)  
 CHD



(AUTHORISED SIGNATORY)

*[Signature]*  
 Director General  
 Town and Country Planning,  
 Haryana, Chandigarh

