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Certificate Issued Date	:	03-Sep-2012 03:17 PM
Account Reference	:	IMPACC (IV)/ dl776103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL77610337146319686370K
Purchased by	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Description of Document	:	Article Others
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Second Party	:	NA
Stamp Duty Paid By	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Stamp Duty Amount(Rs.)	:	10 (Ten only)

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FORM LC-IV

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

This agreement is made on the 18th day of FEBRUARY, 2013 (Two Thousand Twelve)

S/Sh. Ajit Singh, Tejpal Singh, Satbir Singh, Rambir Singh Ss/o Mange Ram, Pramil, Pardeep S/o Ranvir Singh, Bharat Singh, Karambir Singh, Sultan Singh Ss/o Umrao

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Statuatory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

Singh, Rishi Rosh, Bir Singh Ss/o Pyare C/o Emaar MGF Land Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 (hereinafter called the "Owner / Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their Attorney Holder namely Sh.Vinay Mittal appointed vide ~~Power of Attorney dated 22/8/2007~~ Resolution dated 21.7.2006.

.....of the ONE PART

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

.....of the OTHER PART

WHEREAS the Owner / Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of licence is that the Owner / Developer 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 Group Housing colony on the land measuring 10.744 acres falling in the revenue estate of village Bajghera, Sector-112, Tehsil and District, Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

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

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

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

      i) That the Owner / Developer shall pay the proportionate EDC at the rate of Rs.213.30 lacs per gross acre for Group Housing component of 10.69028 Acres and rate of Rs.284.603 Lacs per gross acre of total Commercial component of 0.05372 Acres. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within 30 days from the date of grant of Licence or in ten equal six monthly installments of 10% each i.e.

      ii) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of licence.

      iii) Balance 90% in Nine equated Six monthly installments alongwith 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.213.30 lacs per gross acre for Group Housing Component and Rs.284.603 lacs per gross acre for Commercial Component. However, at the time of grant of Occupation Certificate nothing will be due on account of EDC.

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iv) 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.

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

vi) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installments on the due date, an additional penal interest of 3% per annum (making the total payable interest as 15% per annum simple) would be chargeable upto a period of three months and an additional three months with the permission of the Director.

vii) In case the HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner / Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period i.e. four years and the Owner / Developer shall be bound to make the payment within the period so specified.

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

1c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

1d) The Owner / Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner / Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner / Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the Owner / Developer, for which the Owner / Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL / Uttar Haryana Vidhyut Parsaran / Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

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

1f) That the Owner / Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services of the said Group Housing Colony for a 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 / Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the Local Authority as the case may be.

1g) That the Owner / Developer undertake to construct at his own cost, or get constructed by any other institution or individual at its own cost, schools, hospitals, community centres and other community buildings on the land set apart for this purpose, within a period of four years from the date of grant of

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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 Govt. 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 said purposes, on such terms and conditions, as it may deem fit.

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

1i) That the Owner / Developer shall be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

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

1k) That the Owner / Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause 1(b) of the agreement.

i. That the rates, schedule, terms & conditions of EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner / Developer shall be bound to pay the balance of enhanced charges, if any, in accordance with rates, schedule & terms and conditions determined by him alongwith interest from the date of grant of licence.

ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent Authority and shall in addition to provisions of Zoning plan of the site, conform to the Building bye-laws and regulations in force in the area and shall conform to the National Building Code with regard to inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

iii. That the owner shall furnish the layout plan of Group Housing Scheme alongwith the service plans/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of sixty days from the date of grant of licence.

iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq.ft which will cater to the minimum size of the room alongwith bath and water closet.

v. That in case of the said Group Housing colony the owner/ developer deposit 30 % of the amount realized by him from the flat holders from time to time, within 10 days of its realization, in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/ Developers towards meeting the cost of internal development works and construction works in the colony.

vi. 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.

That the Owner / Developer shall deposit the Infrastructure Development Charges ("IDC") @ Rs.625/- per sq mtrs for Group Housing component and Rs.1000/- per sqm for commercial component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner / Developer within sixty days from the date of the grant of the licence and the second installment shall be deposited by the Owner / Developer within six months of the date of grant of licence. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

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g) That the Owner / Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

h) That the Owner / Developer shall permit the Director or any other Officer authorised by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner / Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.

i) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner / Developer.

j) That the Owner / Developer shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner / Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.

2. Provided always and it is hereby agreed that if the Owner / Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to Owner / Developer.

3. Upon cancellation of the licence under clause-2, above action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Acts and Rules. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. That the Owner / Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of licence to enable provision to site in licenced land Transformers / Switching Stations / Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

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

6. The expression "Owner / Developer" hereinbefore used / shall include their heirs, legal representatives, successors and permitted assignees.

7. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director, may on an application in this behalf from the Owner / Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof as the case may be, of for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner / Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee

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regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner / Developer

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

WITNESSES:

1. Signature
   Name R.K. KAUSHIK
   Date
   Address ECE House
   28, K.G Marg
   New Delhi-110001

(ATTORNEY HOLDER)
SIGNATURE
FOR OWNER / DEVELOPER
AJIT SINGH, TEJPAL SINGH, SATBIR SINGH, RAMBIR SINGH Ss/o MANGE RAM, PRAMIL, PARDEEP Ss/o RANVIR SINGH, BHARAT SINGH, KARAMBIR SINGH, SULTAN SINGH Ss/o UMRAO SINGH, RISHI ROSH, BIR SINGH Ss/o PYARE

1. Signature
   Name
   Date
   Address

DIRECTOR GENERAL
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

Director General
Town and Country Planning,
Haryana, Chandigarh

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Certificate No.	:	IN-DL18467972516533K
Certificate Issued Date	:	03-Sep-2012 03:17 PM
Account Reference	:	IMPACC (IV)/ dl776103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL77610337145502987292K
Purchased by	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Description of Document	:	Article Others
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Second Party	:	NA
Stamp Duty Paid By	:	AJIT SINGH AND TEJPAL SINGH AND OTHERS
Stamp Duty Amount(Rs.)	:	10 (Ten only)

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FORM LC – IV A

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

This agreement made on this 18th day of FEBRUARY, of the Year 2013.

BETWEEN

Sh. Ajit Singh, Tejpal Singh, Satbir Singh, Rambir Singh Ss/o Mange Ram, Pramil, Pardeep S/o Ranvir Singh, Bharat Singh, Karambir Singh, Sultan Singh Ss/o Umrao

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transfer such land to any person or institution including a local authority, for said purposes, on such terms and conditions as it may deem fit.

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

d) (i) That the Owner / Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions annexed hereto :-

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

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

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

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

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

(i) That the Owner / Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the Owner / Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

(j) That the Owner / Developer shall deposit 30% of the amount realized by him from flat 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 / Developer towards meeting the cost of internal development works of the colony.

(k) That the Owner / Developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner / Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

(l) That the Owner / Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs.625/- per sq mtrs for Group Housing component and Rs.1000 per sqm for Commercial Component of the gross area of the said Group Housing Colony in two equal installments. The 1st installment of the IDC shall be deposited by the Owner / Developer within 60 days from the date of grant of licence and the second installment shall be deposited within six months of the date of the grant of licence. The unpaid amount of the IDC

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

shall carry an interest @18% per annum (simple) for the delay in the payment of installment.

(m) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

(n) That the Owner / Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

(o) That the Owner / Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted at the maximum cost of Rs.1,50,000/- in the following manner:-

(i) That for the allotment of the flats, the Owner / Developer shall invite applications for allotment through open press from eligible members of economically weaker section categories, as defined by the State Government/Housing Board Haryana. The Owner / Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.

(ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner / Developer after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owner / Developer.

(iii) That the Owner / Developer while calling the applications for the allotment of economically weaker section (EWS)/Lower Income Group (LIG) categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.

(iv) That any person registered under BPL Family and includes his /her dependent children who do not own any flat in the HUDA sector / licensed colony in any of the Urban Areas in the state, will be eligible for making the application.

(v) That the first preference will be given to the BPL Families listed in the same Town and followed by listed in the District and the State.

(vi) That the complete scheme shall be floated for allotment in one go within four months of the grant of license or sanction of building plans whichever is later and the possession of flats shall be offered within the valid licence period of four years.

(vii) That the Owner / Developer will make the scheme transparent, advertisement will be given in one of the leading English national daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.

(viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town & Country Planning (DTCP) and Owner / Developer concerned.

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