Directorate of Town & Country Planning, Haryana

Aayojna Bhawan, Plot No. 3, Block-A, Madhya Marg, Sector 18A, Chandigarh.
Phone : 0172-2549349 Email: tcpharyana7@gmail.com
Website: http//tcpharyana.gov.in

Regd.

LC-III
(See Rule 10)

To

Pardos Craft Homes Pvt. Ltd.,
Ist floor, Punjabi Bhawan,10 Vishnu Digamber Marg,
New Delhi-110002.

Memo No. LC-4906/JE(SB) 2022/ 34359 Dated: 15-11-2022

Subject:- **Letter of Intent - Request for grant of licence to develop Mixed Land Use Colony (90% Residential & 10% Commercial) under TOD policy over an area measuring 13.575 acre in the revenue estate of village Hayatpur, Sector-90, Gurugram.**

Please refer to your application dated 24.08.2022 & 03.11.2022 on the above cited subject.

Your request for the grant of license under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 framed thereunder for the development of Mixed Land Use Colony (90% Residential & 10% Commercial) under TOD policy over an area measuring 13.575 acre in the revenue estate of village Hayatpur, Sector-90, Gurugram has been examined/considered by the Department under the policy dated 09.02.2016 and it is proposed to grant license to you. However, before grant of licence, you are called upon to fulfill the following requirements/pre-requisites laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 60 days from the date of issuance of this notice, failing which the grant of license shall be refused.

1. To furnish the bank guarantees on account of Internal Development Charges and the External Development Charges for the amount calculated as under:-

A) **External Development Charges:**

I.	Area under RGH Component 12.2175 acres @ Rs. 416.385 x 2.5/1.75 per acre (250 FAR)	= Rs. 7267.41lacs
II.	Area under Commercial Component 1.3575 acres @ Rs. 486.130 x 2.5/1.75 Lac per acre (250 FAR)	= Rs. 942.75 lacs
III.	Total Cost of development	= Rs. 8210.16 Lacs
IV.	25% BG, which is required	= Rs. 2052.54 Lacs (validity for five years)

B). **Internal Development Works:**

i.	Area under RGH Component 12.2175 acres @ Rs. 20.00 Lac per acre (250 FAR)	= Rs. 244.35 lacs
ii.	Area under Commercial Component 1.3575 acres @ Rs. 50.00 Lac per acre (250 FAR)	= Rs. 67.875 lacs
iii.	Total Cost of development	= Rs. 312.225 Lacs
iv.	25% BG, which is required	= Rs. 78.06 Lacs (validity for five years)

Director General
Town & Country Planning
Haryana, Chandigarh

2. It is made clear that the Bank Guarantee of Internal Development Works has been worked out on the interim rates and you have to submit the additional Bank Guarantee if any, required at the time of approval of Service Plan/Estimate according to the approved building plan. With an increase in the cost of construction and an increase in the number of facilities in the building plan, you would be required to furnish an additional bank guarantee within 30 days on demand. In the event of increase of rates of external

Pardos Craft Homes Private Limited

development charges, you will have to pay the enhanced rates of external development charges as finally determined and as and when demanded by the DGTCP, Haryana and furnish additional bank guarantee and submit an undertaking in this regard.

3. To deposit an amount of Rs. 10,07,50,000/- on account of balance licence fee and an amount of Rs. 1,58,88,077/- on account of conversion charges online at website i.e. www.tcpharyana.gov.in. OR you have option to deposit balance license fee and conversion charges as per amendment dated 26.12.2018 in TOD policy dated 09.02.2016.

4. That you shall deposit an amount of Rs. 11,53,69,853/- on account of Infrastructure Augmentation Charges online at website i.e. www.tcpharyana.gov.in. OR you have option to deposit Infrastructure Augmentation Charges as per amendment dated 26.12.2018 in TOD policy dated 09.02.2016.

5. To execute two agreements i.e. LC-IV & LC-IV-B Bilateral Agreement on Non-Judicial Stamp Paper of Rs. 100/-. Specimen copies of the said agreements are enclosed herewith for necessary action. Further, following additional clauses shall be added in LC-IV agreement as per Government instruction dated 14.08.2020.

   i. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(l)(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.

   ii. 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.

   iii. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.

   iv. The implementation of such mechanism shall, however, have no bearing on EDC instalment 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 instalments that are due for payment get paid as per the prescribed schedule.

6. To furnish an undertaking on non-judicial stamp paper of Rs. 100/- to the following effect that:-

   i. That you will pay the Infrastructure Development Charges amounting to Rs. 9,09,91,104/-@ (Rs. 625 x 2.5 per sq. mtr for RGH component and Rs. 1000 x 2.5 per sq. mtr for commercial component) 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.

   ii. That area coming under the sector roads and restricted belt/ green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.

   iii. That you shall maintain and upkeep of all roads, open spaces, public park 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 transfer all such roads, 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 Regulation of Urban Areas Act, 1975.

Director General Town & Country Planning Haryana Chandigarh

Pioneer Craft Homes Private Limited

iv. That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Govt. u/s 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

v. That you shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DGTCP, Haryana.

vi. That you shall integrate the services with Haryana Shehari Vikas Pradhikaran services as and when made available.

vii. That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.

viii. That you have understood that the development /construction cost of 24 m/18m major internal roads is not included in the EDC rates and applicant company shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.

ix. That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India before execution of development works at site.

x. That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till these services are made available from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran.

xi. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.

xii. That you shall make provision of solar power system as per guidelines of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.

xiii. That you shall use only LED fitting for internal lighting as well as campus lighting.

xiv. That you 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 licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.

xv. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein applicant company has to deposit thirty percentum of the amount from the floor/space holders for meeting the cost of Internal Development Works in the colony.

Director General Town & Country Planning Haryana, Chandigarh

xvi. That you shall permit the Director or any other office 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.

xvii. That you shall not give any advertisement for sale of applied /licensed area before the approval of layout plan / building plans of the same.

Parade Craft Homes Private Limited

xviii. That you shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

xix. That you 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.

xx. That you shall submit the additional bank guarantee, if any required at the time of approval of Service Plans/Estimate. 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 an 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.

xxi. That you shall specify the detail of calculations per Sqm/per sq ft, which is being demanded from the flat/shop owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt.

xxii. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.

xxiii. That no pre-launch/sale of applied/licensed area will be undertaken before approval of the layout plan.

xxiv. That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.

xxv. That you shall abide by with the Act/Rules and the policies notified by the Department for development of commercial colonies and other instructions issued by the Director under section 9A of the Haryana Development and Regulations of Urban Areas Act, Haryana Development and Regulations of Urban Areas Act, Haryana Development and Regulations of Urban Areas Act, 1975.

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

xxvii. That licenced land forming the part of Sector, Road, Service roads, Green belts and 24/18 mtrs wide road as the case may be land pockets which are earmarked for community sites shall be transferred within a period of 30 days in favour of Government from the date of approval of Zoning Plan.

xxviii. That you shall obey all the directions/restrictions imposed by the Department from time to time.

xxix. That you shall abide by all the provisions of Act no. 8 of 1975 and Rules framed thereunder as amended time to time.

xxx. That you shall complete the project as per the policy dated 09.02.2016 and as amended time to time.

xxxi. That you shall not encroach the revenue rasta passes through the applied site and keep it open for thoroughfare movement of general public.

Craft Homes Private Limited

7. That you shall complete the demarcation at site within 7 days and will submit the Demarcation Plan in the office of District Town Planner, Gurugram within 15 days of issuance of this memo.
8. That you shall submit the NOC from Divisional Forest Officer, Gurugram before grant of final permission.
9. That you shall take prior permission from the Divisional Forest Officer, Gurugram regarding cutting of any tree at applied site.
10. That certificate from DRO/Deputy Commissioner, Gurugram will be submitted certifying that the applied land is still under ownership of applicant company.
11. That you shall undertake to indemnify State Govt./ Department for loss occurred or legal complication arising due to pending litigation and the land owning / developer company will be responsible for the same in respect of applied land.
12. That the you shall submit an indemnity bond, indemnifying by the DGTCP against any loss/claim arising out of any pending litigation.
13. That you shall clear the outstanding dues of EDC/IDC pending against various licenses, if any, before grant of license.
14. That you shall submit an affidavit duly attested by 1st Class Magistrate, to the effect that applicants have not submitted any other application for grant of licence for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Schedule Roads and Controlled Areas restrictions of Unregulated Development Act, 1963 or have not applied for licence/ permission under any other law for the time being in force.
15. That you shall intimate their official Email ID and the correspondence made to this email ID by the Department shall be treated legal

DA/schedule of land.

(T.L. Satyaprakash, IAS)
Director General,
Town & Country Planning
Haryana Chandigarh

Endst. LC-4906/JE(SB)/2022/ Dated:

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

1. Chief Administrator HSVP, Sector-6, Panchkula.
2. Director, Urban Estates, Sector-6, Panchkula.
3. Senior Town Planner, Gurugram.
4. District Forest Officer, Gurugram.
5. District Town Planner, Gurugram with a request to send the duly verified demarcation plan.
6. CAO O/o DGTCP, Haryana.
7. Nodal Officer (Website) O/o DGTCP, Hr.

(Narender Kumar)
District Town Planner (HQ)
For: Director General, Town & Country Planning
Haryana Chandigarh

Tarous Craft Homes Private Limited

To be read with LOI Memo no. 34359 Dated 15-11- of 2022

Detail of land owned by Pardos Craft Homes Pvt.Ltd.

Village	Rect. No.	Killa No.	Area (K-M)
Hayatpur	49	½	7-8
		2	7-13
		3	8-0
		4	7-8
		7/1	2-8
		8/1	4-5
		9/1	4-0
		9/2	4-0
		10/1	5-13
		10/3	0-11
		12/3	6-1
	50	14/2	1-15
		15/2/1	3-16
		15/2/2	1-8
		16/1	3-0
		16/2	3-19
		17	8-0
		18/2/2	6-9
		19/1/2	2-0
		22/2	3-13
		23/1	7-3
		24	7-7
		25/1	1-0
		25/2	1-15
		Total	**108-12**

Or 13.575 Acres

Director General
Town & Country Planning
Haryana, Chandigarh

Pardos Craft Homes Private Limited

Directorate of Town & Country Planning, Haryana

Aayojna Bhawan, Plot No. 3, Block-A, Madhya Marg, Sector 18A, Chandigarh.
Phone : 0172-2549349 Email: tcpharyana7@gmail.com
Website: http//tcpharyana.gov.in

Regd.

LC-III
(See Rule 10)

To

Pardos Craft Homes Pvt. Ltd.,
1st Floor, Punjabi Bhawan,10 Vishnu Digamber Marg,
New Delhi-110002.

Memo No. LC-4906/JE(SB) 2023/ 7143 Dated: 10-03-2023

Subject:- **Letter of Intent - Request for grant of licence to develop Mixed Land Use Colony under TOD Policy dated 09.02.2016 over an additional area measuring 0.95625 acres (90% residential and 10% commercial) in addition to LOI granted area measuring13.575 acre in the revenue estate of village Hayatpur, Sector-90, Gurugram - Pardos Craft Homes Pvt. Ltd.**

Please refer to your application dated 07.11.2022, 22.11.2022 & 16.12.2022 on the above cited subject.

Your request for the grant of license under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 framed thereunder for the development of Mixed Land Use Colony under TOD Policy dated 09.02.2016 over an additional area 0.95625 acres (90% residential and 10% commercial) in addition to LOI granted area measuring13.575 acre in the revenue estate of village Hayatpur, Sector-90, Gurugram has been examined/considered by the Department under the policy dated 09.02.2016 and it is proposed to grant license to you. However, before grant of licence, you are called upon to fulfill the following requirements/pre-requisites laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 60 days from the date of issuance of this notice, failing which the grant of license shall be refused.

1. To furnish the bank guarantees on account of Internal Development Charges and the External Development Charges for the amount calculated as under: -

A. INTERNAL DEVELOPMENT WORKS (IDW):

i.	Area under RGH Component 0.861075 acres @ Rs. 20.00 Lac per acre (250 FAR)	= Rs. 17.2215 lacs
ii.	Area under Commercial Component 0.095675 acres @ Rs. 50.00 Lac per acre (250 FAR)	= Rs. 4.78375 lacs
iii.	Total Cost of development	= Rs. 22.00525 Lacs
iv.	25% BG, which is required	= Rs. 5.502 Lacs (validity for five years)

Director General
Town & Country Planning
Haryana, Chandigarh

It is made clear that the Bank Guarantee of Internal Development Works has been worked out on the interim rates and you have to submit the additional Bank Guarantee if any, required at the time of approval of Service Plan/Estimate according to the approved building plan. With an increase in the cost of construction and an increase in the number of facilities in the building plan, you would be required to furnish an additional bank guarantee within 30 days on demand. In the event of increase of rates of external development charges, you will have to pay the enhanced rates of external development charges as finally determined and as and when demanded by the DGTCP, Haryana and furnish additional bank guarantee and submit an undertaking in this regard.

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3. To deposit an amount of Rs. 68,67,500/- on account of balance licence fee and an amount of Rs. 84,09,324/- on account of conversion charges online at website i.e. www.tcpharyana.gov.in. OR you have option to deposit balance license fee and conversion charges as per amendment dated 26.12.2018 in TOD policy dated 09.02.2016.

4. To execute two agreements i.e. LC-IV & LC-IV-B Bilateral Agreement on Non-Judicial Stamp Paper of Rs. 100/-. Specimen copies of the said agreements are enclosed herewith for necessary action. Further, following additional clauses shall be added in LC-IV agreement as per Government instruction dated 14.08.2020.

   i. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(l)(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.

   ii. 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.

   iii. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.

   iv. The implementation of such mechanism shall, however, have no bearing on EDC instalment 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 instalments that are due for payment get paid as per the prescribed schedule.

5. To furnish an undertaking on non-judicial stamp paper of Rs. 100/- to the following effect that:-

   i. That you will pay the Infrastructure Development Charges amounting to Rs. 64,12,946/-@ (Rs. 625 x 2.5 per sq. mtr for RGH component and Rs. 1000 x 2.5 per sq. mtr for commercial component) 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.

   ii. That area coming under the sector roads and restricted belt/ green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.

   iii. That you shall maintain and upkeep of all roads, open spaces, public park 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 transfer all such roads, 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 Regulation of Urban Areas Act, 1975.

   iv. That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within

Parados Craft Homes Private Limited

alignment of same free of cost to the Govt. u/s 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

v. That you shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DGTCP, Haryana.

vi. That you shall integrate the services with Haryana Shehari Vikas Pradhikaran services as and when made available.

vii. That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.

viii. That you have understood that the development /construction cost of 24 m/18m major internal roads is not included in the EDC rates and applicant company shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.

ix. That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India before execution of development works at site.

x. That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till these services are made available from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran.

xi. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.

xii. That you shall make provision of solar power system as per guidelines of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.

xiii. That you shall use only LED fitting for internal lighting as well as campus lighting.

xiv. That you 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 licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.

xv. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein applicant company has to deposit thirty percentum of the amount from the floor/space holders for meeting the cost of Internal Development Works in the colony.

Director General
Town & Country Planning
Haryana, Chandigarh

xvi. That you shall permit the Director or any other office 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.

xvii. That you shall not give any advertisement for sale of applied /licensed area before the approval of layout plan / building plans of the same.

Parados Craft Homes Private Limited

xviii. That you shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

xix. That you 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.

xx. That you shall submit the additional bank guarantee, if any required at the time of approval of Service Plans/Estimate. 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 an 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.

xxi. That you shall specify the detail of calculations per Sqm/per sq ft, which is being demanded from the flat/shop owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt.

xxii. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.

xxiii. That no pre-launch/sale of applied/licensed area will be undertaken before approval of the layout plan.

xxiv. That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.

xxv. That you shall abide by with the Act/Rules and the policies notified by the Department for development of commercial colonies and other instructions issued by the Director under section 9A of the Haryana Development and Regulations of Urban Areas Act, Haryana Development and Regulations of Urban Areas Act, Haryana Development and Regulations of Urban Areas Act, 1975.

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

xxvii. That licenced land forming the part of Sector, Road, Service roads, Green belts and 24/18 mtrs wide road as the case may be land pockets which are earmarked for community sites shall be transferred within a period of 30 days in favour of Government from the date of approval of Zoning Plan.

xxviii. That you shall obey all the directions/restrictions imposed by the Department from time to time.

xxix. That you shall abide by all the provisions of Act no. 8 of 1975 and Rules framed thereunder as amended time to time.

xxx. That you shall complete the project as per the policy dated 09.02.2016 and as amended time to time.

xxxi. That you shall not encroach the revenue rasta passes through the applied site and keep it open for thoroughfare movement of general public.

Parbos Craft Homes Private Limited

6. That you shall complete the demarcation at site within 7 days and will submit the Demarcation Plan in the office of District Town Planner, Gurugram within 15 days of issuance of this memo.
7. That you shall submit the NOC from Divisional Forest Officer, Gurugram before grant of final permission.
8. That you shall take prior permission from the Divisional Forest Officer, Gurugram regarding cutting of any tree at applied site.
9. That certificate from DRO/Deputy Commissioner, Gurugram will be submitted certifying that the applied land is still under ownership of applicant company.
10. That you shall undertake to indemnify State Govt./ Department for loss occurred or legal complication arising due to pending litigation and the land owning / developer company will be responsible for the same in respect of applied land.
11. That the you shall submit an indemnity bond, indemnifying by the DGTCP against any loss/claim arising out of any pending litigation.
12. That you shall clear the outstanding dues amounting to Rs. 2.18 Cr. & Rs. 2.53 Cr. (as on 20.02.2023) on account of EDC & IDC respectively against licence no. 26 of 2018, before grant of license.
13. That you shall submit an affidavit duly attested by 1st Class Magistrate, to the effect that applicants have not submitted any other application for grant of licence for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Schedule Roads and Controlled Areas restrictions of Unregulated Development Act, 1963 or have not applied for licence/ permission under any other law for the time being in force.
14. That you shall intimate their official Email ID and the correspondence made to this email ID by the Department shall be treated legal

DA/schedule of land.

(T.L. Satyaprakash, IAS)
Director General,
Town & Country Planning
Haryana Chandigarh

Endst. LC-4906/JE(SB)/2023/ Dated:

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

1. Chief Administrator HSVP, Sector-6, Panchkula.
2. Director, Urban Estates, Sector-6, Panchkula.
3. Senior Town Planner, Gurugram.
4. District Forest Officer, Gurugram.
5. District Town Planner, Gurugram with a request to send the duly verified demarcation plan.
6. CAO O/o DGTCP, Haryana.
7. Nodal Officer (Website) O/o DGTCP, Hr.

(Narender Kumar)
District Town Planner (HQ)
For: Director General, Town & Country Planning
Haryana Chandigarh

Parados Craft Homes Private Limited

To be read with LOI Memo no. 7143 Dated 10/03/ of 2023

Detail of land owned by Pardos Craft Homes Pvt.ltd.

Village	Rect. No.	Killa No	Area (K-M)
Hayatpur	49	26	0-7
		13/1	3-9
		18/1/1/2	0-11
		8/2/2	2-9
	50	13/2/2	0-0
		18/1	0-4
		23/2	0-4
	51	11	0-9
		Total	7K-13M
			Or 0.95625 Acre

Director General
Town & Country Planning
Haryana, Chandigarh

Pardos Craft Homes Private Limited
Director

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL76383657990038V
Certificate Issued Date	:	16-Mar-2023 12:50 PM
Account Reference	:	IMPACC (IV)/ dl721003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL72100324640598667437V
Purchased by	:	PARDOS CRAFT HOMES PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PARDOS CRAFT HOMES PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PARDOS CRAFT HOMES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

FORM LC-IV

AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TOD ZONE

This agreement is made and executed at 08 on this day of May, 2023

BETWEEN

Pardos Craft Homes Pvt. Ltd. having its office at 1st Floor, Punjabi Bhawan, 10 Vishnu Digamber Marg,

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DDA (HQ)

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PARDOS CRAFT HOMES PVT LTD PARDOS CRAFT HOMES PVT LTD PARDOS CRAFT HOMES PVT LTD PARDOS CRA
16-Mar-2023 12:50 PM 16-Mar-2023 12:50 PM 16-Mar-2023 12:50 PM

New Delhi- 110002 is represented herein though its authorized signatory **Sh. Jassa Singh Chawla** S/o **Sh. Kanwarjit Singh Chawla** (hereinafter called the "Owner/Developer) of the **ONE PART**

AND

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

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

AND WHEREAS under rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules") one of the conditions of the grant of license is that the owner/developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up an Group Housing Colony under (90% Residential & 10% Commercial) TOD Zone on the land measuring 0.95625 acres falling in the revenue estate of Village-Hayatpur, Sector-90, Gurugram Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developers to set up the said Group Housing Colony under TOD Zone on the said land mentioned in the Annexure hereto on the fulfilment of all the conditions as are laid down in the Rules-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:-

   I. 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 towards meeting the cost of internal Development Works of the colony.

   II. That the Owner/Developer undertakes to pay proportional External Development Charges (EDC) for the area earmarked for the Group Housing Colony under TOD Zone as per rate, schedule, terms and conditions hereto as :-

      I. That the Owner/Developer shall pay the proportionate External Development Charges at tentative rate of Rs. 416.385 lacs (2.5/1.75) per gross acre for Group Housing Component under TOD Zone of 12.2175 acres and rate of Rs 486.130 lacs (2.5/1.75) per gross acre for total commercial component area of 1.3575 acre. These charges shall be payable to Haryana Shehri Vikas Pradhikaran (HSVP) 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 half yearly installment of 10% each i.e.

      II. First Instalment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.

      III. Balance 90% in 9(Nine) equal half yearly instalments along with interest at the rates of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 416.385 lacs (2.5/1.75) per gross acre for Group Housing Colony under TOD Zone of 12.2175 acres and 486.130 lacs (2.5/1.75) per gross acre for

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Authorised Signatory

the commercial component area of 1.3575 acres. However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

IV. Developer shall pay EDC as per the schedule date and time as and when demands by DGTCP.

V. That the Developer shall specify he details of calculation per sq. mtr./per sq. ft. which is being demanded from Plot/Flat/Unit Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

VI. That 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 furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

VII. 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.

VIII. The unpaid amount of EDC would 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 @15% simple) would be chargeable up to a period of three months and an additional three months with the permission of Director General.

IX. In case HSVP executes External Development Works and complete 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 lumpsum even before the completion of license period and the Owner/Developer shall be bound to make the payment within the period so specified.

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

XI. That the pace of the construction shall be atleast in accordance with sale agreement with the buyers of the Plot/Flat/Unit as and when scheme is launched.

XII. The Developer shall arrange the electric connection from outside source for electrification of their Group Housing Colony from Haryana Vidyut Prasaran Nigam Ltd. If the owner/developer fails to seek electric connection from Haryana Vidyut Prasaran Nigam Ltd. then the Director shall recover that cost from the owner/developer and deposit the same with Haryana Vidyut Prasaran Nigam Ltd. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "Electrical (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. Haryana Vidyut Prasaran Nigam Ltd./Uttar Haryana Bijli Vitran Nigam Ltd./Dakshin Haryana Bijli Vitran Nigam Ltd., Haryana and complete the same before obtaining completion certificate for the colony.

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

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

XIV. 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 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.

XV. That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals, community centre's and other community building on the land set apart for this purpose, within a period of five years from the date of grant of license extendable by the Director General as per prevailing policy, for reasons to be recorded in writing, falling 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 the land purpose, on such terms and conditions as it may lay down.

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

XVII. The Owner/Developer shall construct all the community Buildings within a period as specified by the Director from the date of grant of license.

XVIII. That the Owner/Developer shall be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

XIX. That the Owner/Developer shall complete the internal Development works within validity of grant of license.

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

XXI. That the rates, schedules, terms and conditions of External Development Charges as mentioned above may be revised by the Director General, during the license period as and when necessary and the owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule & terms and conditions determined by him alongwith interest from the date of grant of license.

XXII. That all the building to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall be in addition to provision 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 distance between various blocks, structural safety, fire safety, sanitary requirement and circulation (vertical and horizontal) standards.

XXIII. 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 license.

XXIV. 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

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

such dwelling unit shall not less than 10% of the number of the 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.

XXV. That in case of said Group Housing Colony the Owner/Developer deposit 30% of the amount realized by him from the flat holders from time to time with in 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 and construction works in the colony.

XXVI. 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.

XXVII. That Owner/developer shall deposit the Infrastructure Development Charges (IDC) amounting to Rs. 64,12,946/- in two equal instalments. The first instalment of the infrastructure development charges shall be deposited by the owner/developer within 60 days from the date of the grant of license and second instalment shall be deposited within six months from the date of grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delayed period in payment of instalments.

XXVIII. That the owner/developer shall carry out his own expense and cost any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

XXIX. That the owner/developer shall permit the Director or any other officer authorized by him in his 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 executions of the development works in accordance with license granted.

XXX. 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/Developer.

XXXI. That the Owner/Developer shall give the requisite land for the treatment work (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 shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA

XXXII. Provide always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provision of Act or Rules, in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to Owner/Developer.

XXXIII. 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 land. The Bank Guarantee in the event shall stand forfeited in favour of the Director General.

XXXIV. 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 license to enable provision to site in licensed land

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Transformers/Switching stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

XXXV. That the Owner/Developer shall abide by the policy dated 08.07.2013/or any other instruction/policy issued from time to time with regard to allotment of EWS plot and flats

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

XXXVII. The expression "the Owner/Developer" hereinabove used/ shall include his heirs, legal representatives and successors and permitted assignees.

XXXVIII. 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 General 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 there of as the case may be, of for a period of 5 years from the date of 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 regarding the External Development Charges shall be released by the Director in proportion to the payment of External Development Charges received from the Owner/Developer.

IN WITNESS WHERE OF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. Signature Suma
   Name Suma Sharma
   Date
   Address 914, Shalimar Garden Extension-1 Ghaziabad, UP-201005

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

for **Pardos Craft Homes Pvt. Ltd.**

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Authorised Signatory

DIRECTOR
TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH
For and on behalf of the Governor of Haryana

Director General
Town & Country Planning
Haryana, Chandigarh

ANNEXURE – "A"

Detail of Land owned by Pardos Craft Homes Pvt. Ltd.

Village	Mushtil No.	Killa No.	Area (K-M)
Hayatpur	49	26	0-7
		13/1	3-9
		18/1/1/2	0-11
		8/2/2	2-9
	50	13/2/2	0-0
		18/1	0-4
		23/2	0-4
	51	11	0-9
		Total	**7K-13M OR 0.95625 Acres**

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DDA (HQ)

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL76378794214668V
Certificate Issued Date	:	16-Mar-2023 12:45 PM
Account Reference	:	IMPACC (IV)/ dl721003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL72100324641017486123V
Purchased by	:	PARDOS CRAFT HOMES PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PARDOS CRAFT HOMES PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PARDOS CRAFT HOMES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

FORM LC-IV-A
{See Rule 11 (1) (h)}

BILATERAL AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TOD ZONE

This agreement is made and executed at 08 on this day of may, 2023.

BETWEEN

Sh. Jassa Singh Chawla S/o Sh. Kanwarjit Singh Chawla C/o Pardos Craft Homes Pvt. Ltd. having

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Registered office at 1st Floor, Punjabi Bhawan, 10 Vishnu Digamber Marg, New Delhi-110002 is represented herein though its Director (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 its Director **Sh. Jassa Singh Chawla** S/o **Sh. Kanwarjit Singh Chawla** appointed vide Board Resolution Dated- **19th Aug, 2022** of the **ONE PART**

AND

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

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules") and the conditions laid down, therein grant of license, the owner/developer shall enter into a Bilateral agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up an Group Housing Colony under TOD Zone on the land measuring 0.95625 acres falling in the revenue estate of Village-Hayatpur, Sector-90, Gurugram Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developers to set up the said Group Housing Colony under TOD Zone on the said land mentioned in the Annexure hereto on the fulfilment of all the conditions laid down in the Rule-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:-

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

   b) That all the building to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in-force in that area and shall conform to national building code (NBC) with regard to the iner-se-distances between various blocks, structural safety, fire safety & Sanitary requirements and circulation (vertical and horizontal).

   c) That 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 by the Owners/Developer.

   d) The Owner shall 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 five years from the date of grant of license extendable by the Director General as per prevailing policy, for reasons

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

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 Govt. 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.

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

f) (i) That the owners/Developers undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate, schedule and conditions annexed hereto:-

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

g) That the Owner/Developer shall not be allowed to recovery any amount whatsoever on account of internal community building from the flats holders @ Rs. NIL Lacs per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

h) That the Owner/Developer shall ensure that the Plot/flats/dwelling units are sold/leased/transferred by him keeping in view the provision of Haryana Apartments Ownership Act, 1983.

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

j) That the responsibility of the Ownership of the common area and facilities as well as their managements and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

k) That the Owner/Developer shall be responsible for the maintenance and up-keep of all the roads, open spaces, public parks, public health services for a period of five years from the date of issuance of the completion certificate under Rule-16 unless earlier relieved this responsibility, which the owner shall transfer all such roads open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

l) That the owner shall deposit 30% of the amount realized by him from Plot/flats/Unit holders from time to time within 10 days of its realization in a separate accounts to be maintained in the scheduled bank and that this amount shall only be utilised by the owner/developer towards meeting the cost of internal development works and constructions works in the colony.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

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

n) That the Owner/Developer shall deposit Infrastructure Development Charges (IDC) amounting to Rs. 9,09,91,104/- only in two equal installments. The first installment of the infrastructure development charges shall be deposit by the Owner/Developer within 60 days from the date of grant of licence and the second installment shall be deposited by the owner within 6 months of the date of grant of licence. The unpaid amount of infrastructure development charges shall carry and interest rate at the rate 18% per annum (simple) for the delay in the payment of installment.

o) That the pace of the construction shall be atleast in accordance with sale agreement with the buyers of the Plot/flats/Unit and when scheme is launched.

p) That the Owner/Developer shall carry out, on his own expenses any other works the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

q) That owner shall reserve 15% of the total number of Plot/flats/Unit developed or proposed to be developed for allotment to economically weaker sections (EWS) categories and the area of such a flat shall not be less than 200 Sqft. These Plots/flats/Unit shall be allotted of the maximum cost of Rs. 1,50,000/- per flat i.e. Rs. 750/Sqft. 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 member of economically weaker sections (EWS) categories, as defined by the State Govt. Housing Board of Haryana. The Owner shall also announce the tentative number of Plot/flats/Unit, its price along with sizes available for such sale.

ii. That if the number of applications exceeds the number of Plot/flats/Unit, the allotment shall be made through the method of lottery/draw, by the owners after giving due publicity and in the presence of the representative of the State Government. The Successful applicants will be allotted the 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 while calling the applications for allotment of Economically weaker Sections (EWS) Lower Income Groups (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.

a. That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant of his/her spouse or his/her dependent children who were earlier

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

allotted plot/home by the Housing Board, Haryana HUDA or any colonizer will not be entitled to make application, even if the person (belong to EWS category) have transferred the same to some other person.

i. That any person registered under BPL family which includes his/her dependent/or children who do not own any flat/plot in any HUDA sector/licensed Colony in any of the Urban Area in the State will be eligible for making the application by one BPL family.

ii. That the first preference will be given to the BPL families listed in the same Town and followed by those Listed in the District and then in the State.

iii. That complete scheme shall be floated for allotment in one goes within four months from issuance of part Occupation Certificate of EWS Plans.

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

b) That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

If some applications are incomplete in terms of minor deficiencies like signature/BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applications may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

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

i. That the date of draw of lots will be fixed by concerned Senior Town Planner, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above.

ii. That the Owner/Developer will advertise the date of draw of allotment of EWS categories flats and when draw of lot in same newspaper and also the list of successful allottees alongwith waiting list 25% of total number of flats shall be published in same newspaper as mentioned in clause (vii) of this agreement.

iii. That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement,

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

then in such a situations, the flats can be offered to the applicants under waiting list as per seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

(d) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but the same shall be +without interest/compensation. There earnest money of the person/applicants in the waiting list may be retained by the colonizer/owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(c) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for refund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.

(e) That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the 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.

(f) That for providing delicacy, the colonizer/owner shall fix a rubber stamp of his company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out of successful allottees.

(g) That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.

(h) That the allottee of EWS 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 alongwith 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 flat and allotment of flat shall also be liable for cancellation.

(iv) That the Owner/Developer will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in Group Housing Colonies.

(v) That Owner/Developer will ensure at the time of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS and also allotted.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

(vi) That the allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in 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 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.

(vii) That no maintenance charges are recoverable from EWS plot/ flats holders, However, colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are provided by the Colonizers/Association.

(viii) 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.

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

(x) 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.

2. That as per instruction dated 14.08.2020, the following is added:

a) That the developer shall integrate its bank account which 70% allottee receipts are credited under section 4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line 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 get credited to the EDC head in the State treasury.

b) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned license of the coloniser.

3. Such 10% deduction shall continue to operate till the total EDC get recovered against the said license.

4. The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the coloniser. The coloniser shall continue the supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule."

5. That the Owner/Developer shall derive maximum net profit @15% of the total project cost for development of 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.

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Further the owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Charted Accountant that:-

a) The overall net profits (after making provision of the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.

b) A minimum of 15% in case of of EWS/LIG income group flats as provided in sub clause (q) have been allotted at the prescribed subsidized price.

c) That the Owner/Developer while determining the sale price of flats in the 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 General.

d) After the layout plan and development works or part thereof in respect of the Group Housing 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 Owners release the bank guarantee or part thereof, as the case may be provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of Group Housing Colony completed shall be released and provided further the bank guarantee equivalent to 1/5th 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 issue of completion certificate under Rule-16 or earlier in case the Owners 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/Developer.

e) That the bank guarantee of the 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 the cost of construction and increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.

6. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act & the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to Owner/Developer.

7. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and Haryana Development and Regulation of Urban Area Act, 1976 and all the subsequent amendments made in the act and rules. The Bank Guarantee in the event shall stand forfeited in favour of the Director General.

8. That the Owner/Developer 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 licence to enable provision of site in licenced land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

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

10. The expression the "Owner/Developer" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.

11. That any other condition which the Director General may think necessary in public interest can be imposed.

12. That the Owner/Developer 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 HUDA and make their own arrangement for temporary disposal or to give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of Director General, Town & Country Planning till the services are made available from the external infrastructure to be laid by HUDA.

13. The owner shall pay labour cess charges as per the policy of Govt dated 25.02.2010.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. Signature _____
   Name Suma Sharma
   Date _____
   Address 914, Shalimar Garden Extension-1 Ghaziabad UP-201005

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

for **Pardos Craft Homes Pvt. Ltd.**

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Authorised Signatory

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH
For and on behalf of the Governor of Haryana

Director General
Town & Country Planning
Haryana, Chandigarh

ANNEXURE – "A"

Detail of Land owned by Pardos Craft Homes Pvt. Ltd.

Village	Mushtil No.	Killa No.	Area (K-M)
Hayatpur	49	26	0-7
		13/1	3-9
		18/1/1/2	0-11
		8/2/2	2-9
	50	13/2/2	0-0
		18/1	0-4
		23/2	0-4
	51	11	0-9
		Total	7K-13M OR 0.95625 Acres

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DDA (HQ)

सत्यमेव जयते

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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL20514264000486U
Certificate Issued Date	:	24-Nov-2022 10:37 AM
Account Reference	:	IMPACC (IV)/ dl979203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL97920316938556336530U
Purchased by	:	PARDOS CRAFT HOMES PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PARDOS CRAFT HOMES PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PARDOS CRAFT HOMES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

DDA (HQ)

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM 24-Nov-2022 10:37 AM

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FORM LC-IV

AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TOD ZONE

This agreement is made and executed at 08 on this day of May, 2023

BETWEEN

Pardos Craft Homes Pvt. Ltd. having its office at 1st Floor, Punjabi Bhawan, 10 Vishnu Digamber Marg, New Delhi-110002 is represented herein though its authorized signatory **Sh. Jassa Singh Chawla** S/o Sh. Kanwarjit Singh Chawla (hereinafter called the "Owner/Developer) of the **ONE PART**

AND

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

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

AND WHEREAS under rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules") one of the conditions of the grant of license is that the owner/developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up an Group Housing Colony under (90% Residential & 10% Commercial) TOD Zone on the land measuring 13.575 acres falling in the revenue estate of Village-Hayatpur, Sector-90, Gurugram Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developers to set up the said Group Housing Colony under TOD Zone on the said land mentioned in the Annexure hereto on the fulfilment of all the conditions as are laid down in the Rules-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:-

   I. 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 towards meeting the cost of internal Development Works of the colony.

   II. That the Owner/Developer undertakes to pay proportional External Development Charges (EDC) for the area earmarked for the Group Housing Colony under TOD Zone as per rate, schedule, terms and conditions hereto as :-

      I. That the Owner/Developer shall pay the proportionate External Development Charges at tentative rate of Rs. 416.385 lacs (2.5/1.75) per gross acre for Group Housing Component under TOD Zone of 12.2175 acres and rate of Rs 486.130 lacs (2.5/1.75) per gross acre for total commercial component area of 1.3575 acre. These charges shall be payable to Haryana Shehri Vikas Pradhikaran (HSVP) 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 half yearly installment of 10% each i.e.

      II. First Instalment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

III. Balance 90% in 9(Nine) equal half yearly instalments along with interest at the rates of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 416.385 lacs (2.5/1.75) per gross acre for Group Housing Colony under TOD Zone of 12.2175 acres and 486.130 lacs (2.5/1.75) per gross acre for the commercial component area of 1.3575 acres. However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

IV. Developer shall pay EDC as per the schedule date and time as and when demands by DGTCP.

V. That the Developer shall specify he details of calculation per sq. mtr./per sq. ft. which is being demanded from Plot/Flat/Unit Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

VI. That 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 furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

VII. 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.

VIII. The unpaid amount of EDC would 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 @15% simple) would be chargeable up to a period of three months and an additional three months with the permission of Director General.

IX. In case HSVP executes External Development Works and complete 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 lumpsum even before the completion of license period and the Owner/Developer shall be bound to make the payment within the period so specified.

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

XI. That the pace of the construction shall be atleast in accordance with sale agreement with the buyers of the Plot/Flat/Unit as and when scheme is launched.

XII. The Developer shall arrange the electric connection from outside source for electrification of their Group Housing Colony from Haryana Vidyut Prasaran Nigam Ltd. If the owner/developer fails to seek electric connection from Haryana Vidyut Prasaran Nigam Ltd. then the Director shall recover that cost from the owner/developer and deposit the same with Haryana Vidyut Prasaran Nigam Ltd. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "Electrical (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. Haryana Vidyut Prasaran Nigam Ltd./Uttar Haryana Bijli Vitran Nigam Ltd./Dakshin Haryana Bijli Vitran Nigam Ltd., Haryana and complete the same before obtaining completion certificate for the colony.

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

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

XIV. 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 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.

XV. That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals, community centre's and other community building on the land set apart for this purpose, within a period of five years from the date of grant of license extendable by the Director General as per prevailing policy, for reasons to be recorded in writing, falling 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 the land purpose, on such terms and conditions as it may lay down.

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

XVII. The Owner/Developer shall construct all the community Buildings within a period as specified by the Director from the date of grant of license.

XVIII. That the Owner/Developer shall be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

XIX. That the Owner/Developer shall complete the internal Development works within validity of grant of license.

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

XXI. That the rates, schedules, terms and conditions of External Development Charges as mentioned above may be revised by the Director General, during the license period as and when necessary and the owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule & terms and conditions determined by him alongwith interest from the date of grant of license.

XXII. That all the building to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall be in addition to provision 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 distance between various blocks, structural safety, fire safety, sanitary requirement and circulation (vertical and horizontal) standards.

XXIII. That the owner shall furnish the layout plan of Group Housing Scheme under TOD Policy 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 license.

XXIV. 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 unit shall not less than 10% of the number of the 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.

For Pardos Craft Homes Private Limited

Director General
Town & Country Planning
Haryana, Chandigarh

Director/Authorised Signatory

XXV. That in case of said Group Housing Colony the Owner/Developer deposit 30% of the amount realized by him from the flat holders from time to time with in 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 and construction works in the colony.

XXVI. 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.

XXVII. That Owner/developer shall deposit the Infrastructure Development Charges (IDC) amounting to Rs. 9,09,91,104/- in two equal instalments. The first instalment of the infrastructure development charges shall be deposited by the owner/developer within 60 days from the date of the grant of license and second instalment shall be deposited within six months from the date of grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delayed period in payment of instalments.

XXVIII. That the owner/developer shall carry out his own expense and cost any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

XXIX. That the owner/developer shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works in the said Group Housing colony under TOD and the owner/developer shall carry out all directions issued to him for ensuring due compliance of the executions of the development works in accordance with license granted.

XXX. 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/Developer.

XXXI. That the Owner/Developer shall give the requisite land for the treatment work (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 shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA

XXXII. Provide always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provision of Act or Rules, in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to Owner/Developer.

XXXIII. 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 land. The Bank Guarantee in the event shall stand forfeited in favour of the Director General.

XXXIV. 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 license to enable provision to site in licensed land Transformers/Switching stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

XXXV. That the Owner/Developer shall abide by the policy dated 08.07.2013/or any other instruction/policy issued from time to time with regard to allotment of EWS plot and flats

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

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

XXXVII. The expression "the Owner/Developer" hereinabove used/ shall include his heirs, legal representatives and successors and permitted assignees.

XXXVIII. 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 General 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 there of as the case may be, of for a period of 5 years from the date of 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 regarding the External Development Charges shall be released by the Director in proportion to the payment of External Development Charges received from the Owner/Developer.

IN WITNESS WHERE OF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. Signature Ankit
   Name Ankit Singh
   Date
   Address 32, Phase-1A
   Om Vihar, Uttam Nagar-110059

for **Pardos Craft Homes Pvt. Ltd.**

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

( )

Authorised Signatory

2. Signature
   Name
   Date
   Address

DIRECTOR

TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH
For and on behalf of the Governor of Haryana

VETTED DDA (HQ)

Director General
Town & Country Planning
Haryana, Chandigarh

ANNEXURE – "A"

Detail of Land owned by Pardos Craft Homes Pvt. Ltd.

Village Hayatpur, Sector-90, Gurgaon

Village	Rect. No.	Killa No.	Area (K-M)
Hayatpur	49	1/2	7-8
		2	7-13
		3	8-0
		4	7-8
		7/1	2-8
		8/1	4-5
		9/1	4-0
		9/2	4-0
		10/1	5-13
		10/3	0-11
		12/3	6-1
	50	14/2	1-15
		15/2/1	3-16
		15/2/2	1-8
		16/1	3-0
		16/2	3-19
		17	8-0
		18/2/2	6-9
		19/1/2	2-0
		22/2	3-13
		23/1	7-3
		24	7-7
		25/1	1-0
		25/2	1-15
		Total	**108-12**
			Or 13.575 Acres

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

DDA (HQ)

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL20513849368335U**
Certificate Issued Date	:	24-Nov-2022 10:36 AM
Account Reference	:	IMPACC (IV)/ dl979203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL97920316938806778185U
Purchased by	:	PARDOS CRAFT HOMES PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PARDOS CRAFT HOMES PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	PARDOS CRAFT HOMES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

Director General
Town & Country Planning
Haryana, Chandigarh

DDA (HQ) VETTED

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

FORM LC-IV-A
{See Rule 11 (1) (h)}
BILATERAL AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TOD ZONE

This agreement is made and executed at 08 on this day of May, 2023.

BETWEEN

Sh. Jassa Singh Chawla S/o Sh. Kanwarjit Singh Chawla C/o Pardos Craft Homes Pvt. Ltd. having Registered office at 1st Floor, Punjabi Bhawan, 10 Vishnu Digamber Marg, New Delhi-110002 is represented herein though its Director (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 its Director **Sh. Jassa Singh Chawla** S/o Sh. Kanwarjit Singh Chawla appointed vide Board Resolution Dated- **19th Aug, 2022** of the **ONE PART**

AND

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

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules") and the conditions laid down, therein grant of license, the owner/developer shall enter into a Bilateral agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up an Group Housing Colony under TOD Zone on the land measuring 13.575 acres falling in the revenue estate of Village-Hayatpur, Sector-90, Gurugram Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developers to set up the said Group Housing Colony under TOD Zone on the said land mentioned in the Annexure hereto on the fulfilment of all the conditions laid down in the Rule-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:-

   a) That in the case of Group Housing under TOD Policy adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (EWS) and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq.ft., which will cater to the minimum size of the room along with bath & water closet.

   b) That all the building to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in-force in that area and shall conform to national building code (NBC) with regard to the iner-se-distances between various blocks, structural safety, fire safety & Sanitary requirements and circulation (vertical and horizontal).

   c) That 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 by the Owners/Developer.

   d) The Owner shall 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

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

apart for this purpose, within a period of five years from the date of grant of license extendable by the Director General as per prevailing policy, 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 Govt. 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.

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

f) (i) That the owners/Developers undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate, schedule and conditions annexed hereto:-

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

g) That the Owner/Developer shall not be allowed to recovery any amount whatsoever on account of internal community building from the flats holders @ Rs. NIL Lacs per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

h) That the Owner/Developer shall ensure that the Plot/flats/dwelling units are sold/leased/transferred by him keeping in view the provision of Haryana Apartments Ownership Act, 1983.

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

j) That the responsibility of the Ownership of the common area and facilities as well as their managements and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

k) That the Owner/Developer shall be responsible for the maintenance and up-keep of all the roads, open spaces, public parks, public health services for a period of five years from the date of issuance of the completion certificate under Rule-16 unless earlier relieved this responsibility, which the owner shall transfer all such roads open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

l) That the owner shall deposit 30% of the amount realized by him from Plot/flats/Unit holders from time to time within 10 days of its realization in a separate accounts to be maintained in the scheduled bank and that this amount shall only be utilised by the owner/developer towards meeting the cost of internal development works and constructions works in the colony.

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

n) That the Owner/Developer shall deposit Infrastructure Development Charges (IDC) amounting to Rs. 9,09,91,104/- only in two equal installments. The first installment of the infrastructure development charges shall be deposit by the Owner/Developer within 60 days from the date of grant of licence and the second installment shall be deposited by the owner within 6 months of the date of grant of licence.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

The unpaid amount of infrastructure development charges shall carry and interest rate at the rate 18% per annum (simple) for the delay in the payment of installment.

o) That the pace of the construction shall be atleast in accordance with sale agreement with the buyers of the Plot/flats/Unit and when scheme is launched.

p) That the Owner/Developer shall carry out, on his own expenses any other works the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

q) That owner shall reserve 15% of the total number of Plot/flats/Unit developed or proposed to be developed for allotment to economically weaker sections (EWS) categories and the area of such a flat shall not be less than 200 Sqft. These Plots/flats/Unit shall be allotted of the maximum cost of Rs. 1,50,000/- per flat i.e. Rs. 750/Sqft. 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 member of economically weaker sections (EWS) categories, as defined by the State Govt. Housing Board of Haryana. The Owner shall also announce the tentative number of Plot/flats/Unit, its price along with sizes available for such sale.

ii. That if the number of applications exceeds the number of Plot/flats/Unit, the allotment shall be made through the method of lottery/draw, by the owners after giving due publicity and in the presence of the representative of the State Government. The Successful applicants will be allotted the 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 while calling the applications for allotment of Economically weaker Sections (EWS) Lower Income Groups (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.

a. That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant of his/her spouse or his/her dependent children who were earlier allotted plot/home by the Housing Board, Haryana HUDA or any colonizer will not be entitled to make application, even if the person (belong to EWS category) have transferred the same to some other person.

i. That any person registered under BPL family which includes his/her dependent/or children who do not own any flat/plot in any HUDA sector/licensed Colony in any of the Urban Area in the State will be eligible for making the application by one BPL family.

ii. That the first preference will be given to the BPL families listed in the same Town and followed by those Listed in the District and then in the State.

iii. That complete scheme shall be floated for allotment in one goes within four months from issuance of part Occupation Certificate of EWS Plans.

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

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

b) That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

If some applications are incomplete in terms of minor deficiencies like signature/BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applications may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

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

i. That the date of draw of lots will be fixed by concerned Senior Town Planner, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above.

ii. That the Owner/Developer will advertise the date of draw of allotment of EWS categories flats and when draw of lot in same newspaper and also the list of successful allottees alongwith waiting list 25% of total number of flats shall be published in same newspaper as mentioned in clause (vii) of this agreement.

iii. That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

(d) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but the same shall be +without interest/compensation. There earnest money of the person/applicants in the waiting list may be retained by the colonizer/owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(c) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for refund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.

(e) That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the 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.

(f) That for providing delicacy, the colonizer/owner shall fix a rubber stamp of his company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out of successful allottees.

(g) That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.

Director General
Town & Country Planning
Haryana, Chandigarh

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

(h) That the allottee of EWS 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 alongwith 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 flat and allotment of flat shall also be liable for cancellation.

(iv) That the Owner/Developer will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in Group Housing Colonies.

(v) That Owner/Developer will ensure at the time of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS and also allotted.

(vi) That the allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in 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 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.

(vii) That no maintenance charges are recoverable from EWS plot/ flats holders, However, colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are provided by the Colonizers/Association.

(viii) 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.

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

(x) 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.

2. That as per instruction dated 14.08.2020, the following is added:

a) That the developer shall integrate its bank account which 70% allottee receipts are credited under section 4(2)(l)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line 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 get credited to the EDC head in the State treasury.

b) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned license of the coloniser.

3. Such 10% deduction shall continue to operate till the total EDC get recovered against the said license.

4. The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the coloniser. The coloniser shall continue the supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule."

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

5. That the Owner/Developer shall derive maximum net profit @15% of the total project cost for development of 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.

Further the owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Charted Accountant that:-

a) The overall net profits (after making provision of the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.

b) A minimum of 15% in case of of EWS/LIG income group flats as provided in sub clause (q) have been allotted at the prescribed subsidized price.

c) That the Owner/Developer while determining the sale price of flats in the 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 General.

d) After the layout plan and development works or part thereof in respect of the Group Housing 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 Owners release the bank guarantee or part thereof, as the case may be provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of Group Housing Colony completed shall be released and provided further the bank guarantee equivalent to 1/5th 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 issue of completion certificate under Rule-16 or earlier in case the Owners 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/Developer.

e) That the bank guarantee of the 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 the cost of construction and increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.

6. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act & the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to Owner/Developer.

7. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and Haryana Development and Regulation of Urban Area Act, 1976 and all the subsequent amendments made in the act and rules. The Bank Guarantee in the event shall stand forfeited in favour of the Director General.

8. That the Owner/Developer 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 licence to enable provision of site in licenced land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.

For Pardos Craft Homes Private Limited

Director General
Town & Country Planning
Haryana, Chandigarh

Director/Authorised Signatory

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

10. The expression the "Owner/Developer" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.

11. That any other condition which the Director General may think necessary in public interest can be imposed.

12. That the Owner/Developer 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 HUDA and make their own arrangement for temporary disposal or to give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of Director General, Town & Country Planning till the services are made available from the external infrastructure to be laid by HUDA.

13. The owner shall pay labour cess charges as per the policy of Govt dated 25.02.2010.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. Signature Ankit
   Name Ankit Singh
   Date
   Address 32, Phase-1A
   Om Vihar, Uttam Nagar-110059

2. Signature
   Name
   Date
   Address

for **Pardos Craft Homes Pvt. Ltd.**
For Pardos Craft Homes Private Limited

Director/Authorised Signatory
Authorised Signatory

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH
For and on behalf of the Governor of Haryana

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DDA (HQ)

ANNEXURE – "A"

Detail of Land owned by Pardos Craft Homes Pvt. Ltd.

Village Hayatpur, Sector-90, Gurgaon

Village	Rect. No.	Killa No.	Area (K-M)
Hayatpur	49	1/2	7-8
		2	7-13
		3	8-0
		4	7-8
		7/1	2-8
		8/1	4-5
		9/1	4-0
		9/2	4-0
		10/1	5-13
		10/3	0-11
		12/3	6-1
	50	14/2	1-15
		15/2/1	3-16
		15/2/2	1-8
		16/1	3-0
		16/2	3-19
		17	8-0
		18/2/2	6-9
		19/1/2	2-0
		22/2	3-13
		23/1	7-3
		24	7-7
		25/1	1-0
		25/2	1-15
		Total	**108-12**
			Or 13.575 Acres

For Pardos Craft Homes Private Limited

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DDA (HQ)

Directorate of Town & Country Planning, Haryana
Nagar Yojna Bhawan, Plot No. 3, Sector 18-A, Madhya Marg, Chandigarh
Phone: 0172-2549349 e-mail:tcpharyana7@gmail.com
website:-http://tcpharyana.gov.in

BR-III
(See Code 4.2 (4))
Form of Sanction

To

Pardos Craft Homes Pvt. Ltd.,
1st Floor, Punjabi Bhawan, Vishnu Digambar Marg,
New Delhi -110002.

Memo No. ZP-1978/JD(RA)/2025/ 18191 Dated:- 14/05/25

Subject: **Approval of building plans of Mixed Land Use Colony (90% Residential Component and 10% Commercial Component) Under TOD policy dated 09.02.2016 for an area measuring 14.53125 acres (Licence no. 100 of 2023 dated 08.05.2023) in Sector-90, Gurugram.**

Refer your application dated 03.07.2024 and subsequent application dated 27.11.2024 for permission to erect the buildings of Mixed Land Use Colony (90% Residential Component and 10% Commercial Component) Under TOD policy dated 09.02.2016 for an area measuring 14.53125 acres (Licence no. 100 of 2023 dated 08.05.2023) in Sector-90, Gurugram Manesar Urban Complex in accordance with the plans submitted with it alongwith the online payment amounting to ₹ 44,10,434/- towards Infrastructure Development Charges for additional 12% additional FAR in lieu "IGBC "Gold star rating" being considered as incentive for providing green buildings as per provision of Code 6.5 of Haryana Building Code, 2017.

The building plans submitted vide above referred application have been checked and placed before the Building Plan Approval Committee constituted under the Chairmanship of CTP, Hr. after seeking comments of HSVP, Fire Officer concerned & STP, Gurugram. It has unanimously been decided to approve the same being in accordance with the provisions of Haryana Building Code-2017.

Hence, permission is hereby granted to raise construction on the licenced land in accordance with the provisions of the respective Acts and Haryana Building Code-2017 subject to the following amendments, terms and conditions:-

1. The plans are valid for a period of 2 years of the buildings less than 15.00 meters in height and 5 years for the multistoried buildings from the date of issuance of sanction, subject to validity of licenses granted for this scheme.
2. The structural responsibility of the construction shall be entirely of the owner/ supervising architect/ Engineer of the scheme.

Further that: -

a) The building shall be constructed in accordance to the Structural Design by empanelled Structural Engineer and certified by empanelled Proof Consultant on prescribed Form BR-V (A2).

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

b) All material to be used for erection of building shall conform to I.S.I. and N.B.C. standards.

c) No walls/ceiling shall be constructed of easily inflammable material and staircases shall be built of the fire resisting material as per standard specification.

d) The roof slab of the basement external to the buildings if any shall be designed/ constructed to take the load of fire tender up to 45 tones.

3. FIRE SAFETY:

(i) The colonizer and the Supervising Architect of the project shall be entirely responsible for making provisions of fire safety and fire fighting measures and shall abide by all fire safety bye laws.

(ii) That you shall get approved the fire fighting scheme in accordance with the section 15 of The Haryana Fire Safety Act 2009 and directions issued by the Director, Haryana Fire Services, Haryana, before starting the construction work at site.

4. No addition and alteration in the building plans/ layout plan shall be made without the prior approval of DTCP. Further only figured dimensions shall be followed and in case of any variation in the plans, prior approval of DTCP shall be pre-requisite.

5. That you shall furnish the service plan/ estimate of this scheme in accordance with approved building plans within 60 days from the date of issue of this letter.

6. Based on the actual estimated cost of internal development of the commercial colony you shall furnish additional bank guarantee, if required.

7. The revenue Rasta if any passing through the site shall be kept unobstructed.

8. If any infringement of byelaws remains unnoticed, the Department reserves the right to amend the plan as and when any such infringement comes to its notice after giving an opportunity of being heard and the Department shall stand indemnified against any claim on this account.

9. The layout showing the electric installation shall have to be got approved from the competent authority before execution of work at site.

10. No person shall occupy or allow any other person to occupy any new building and before grant of occupation certificate, you shall apply for occupation certificate as per the provisions of Code 4.10 of the Haryana Building Code-2017 which shall be accompanied by certificates regarding completion of works described in the plans and it shall be accompanied by:

(i) DPC certificate issued by concerned DTP.

(ii) Structural stability certificate duly signed by the recognized Architect & Structural Engineer.

(iii) A clearance from Fire Safety point of view from the competent authority.

11. You shall comply with the conditions laid down in the Memo no. 167407 dated 21.06.2024 of Chief Engineer, HSVP, Panchkula and Memo No. 9083 dated

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

21.08.2024 of Deputy Director, O/o Directorate of Fire Services, Haryana, Panchkula (copies enclosed).

12. You shall abide by the provisions of Haryana Apartment Ownership Act, 1983 and Rules framed there under. You shall have to register Deed of Declaration within the time scheduled as prescribed under the Haryana Apartment Ownership Act, 1983. Failure to do so shall invite legal proceedings under the statute.

13. GENERAL: -

(i) That you shall obtain the clearance/NOC as per the provisions of the Notification No. S.O. 1533 (E) Dated 14.9.2006 issued by Ministry of Environment and Forest, Government of India before starting the construction/execution of development works at site.

(ii) That you shall submit the power load requirement within three months from the approval of the building plans.

(iii) That the rain water harvesting system shall be provided as per Central Ground Water Authority norms/Haryana Govt. notification as applicable.

(iv) That you will submit the scanned copy of the approved building plans of this scheme in CD format within one week to this office from the issuance of this letter.

(v) That you shall abide by the policies issued by the Department regarding allotment of EWS flats time to time.

(vi) That the provision of parking shall be made within the area earmarked /designated for parking in the colony and no vehicle shall be allowed to park outside the premises.

(vii) That you shall follow provisions of section 46 of 'The Persons with Disabilities (Equal Opportunities, protection of Rights and full Participation) Act, 1995' which includes construction of Ramps in public buildings, adaption of toilets for wheel chair users, Braille symbols and auditory signals in elevators or lifts and other relevant measures for Hospitals, Primary Health Centre and other medical care and rehabilitation units.

(viii) That you shall abide by the terms and conditions of the Undertaking/Affidavit submitted in the office of Administrator, HSVP, Gurugram/GMDA in compliance of Order dated 16.07.2012 of the Hon'ble High Court and shall not extract groundwater for construction purposes.

(ix) That you shall not construct the building beyond 30.0 mtrs without getting the valid NOC from AAI as per approved building plans.

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

(i) That you shall deposit the balance amount of Labour Cess in future, time to time as per progress in construction at site.

14. Environment: That you shall strictly comply with the directions of MOEF Guidelines, 2010 while raising construction. In addition, you shall comply with the instructions of Director, Town & Country Planning, Haryana, Chandigarh issued vide order dated 14.05.2015, available on the Departmental Website www.tcpharyana.gov.in at URL: https://tcpharyana.gov.in/Policy/Misc-392%20A%20No.%2021%20of%\202014%20Vardhaman%20Kaushik%20Vs.%20UOI_ors.pdf in compliance of the orders dated 10.04.2015 passed by Hon'ble national Green Tribunal in OA No. 21 of 2014, which are as under:

(i) You shall put tarpaulin on scaffolding around the area of construction and the building. You are also directed that you shall not store any construction material particularly sand on any part of the street/roads.

(ii) The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.

(iii) All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.

(iv) The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.

(v) The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.

(vi) Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.

(vii) Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

(viii) It shall be the responsibility of every owner/builder to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of Hon'ble NGT order dated 10.04.2015 referred above.

(ix) All to take appropriate measures and to ensure that the terms and conditions of the Hon'ble NGT order dated 10.04.2015 referred above in OA No. 21 of 2014 and the earlier orders passed in said case should strictly comply with by fixing sprinklers, creations of green air barriers.

(x) Compulsory use of wet jet in grinding and stone cutting.

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory

(xii) That you shall ensure that least dust has emitted into air/atmosphere and all steps are taken to prevent the same.

(xiii) That all the builders, who are building commercial, residential complexes which are covered under the EIA Notification of 2006, shall provide green belt around the building that they construct and compliance of the same shall be ensured prior to issuance of occupancy certificate.

(xiv) If any person, owner and or builder is found to be violating any of the conditions stated in this order and or for their non-compliance such person, owner, builder shall be liable to pay compensation of ₹ 50,000/- per default in relation to construction activity at its site and ₹ 5,000/- for each violation during carriage and transportation of construction material, debris through trucks or other vehicles, in terms of Section 15 of the NGT Act on the principle of Polluter Pay. Such action would be in addition not in derogation to the other action that the Authority made take against such builder, owner, person and transporter under the laws in force.

(xv) All the owners/builders shall ensure that C&D waste is transported in terms of this order to the site in question only and due record in that behalf shall be maintained by the builders, transporters and NCR of Delhi.

(xvi) It is made clear that even if constructions have been started after seeking Environmental Clearance under the EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in above said order dated 10.04.2015 passed by NGT and MOEF guidelines, 2010, the State Government, SPCB and any officer of any Department as afore-stated shall be entitled to direct stoppage of work.

(xvii) That the Service Plans/Estimates for electrical infrastructure shall be submitted to the concerned authority and submit the approval of the same to the Department before applying the completion certificate of the colony under Rule-16 of the Haryana Development and Regulation of Urban Areas Rules, 1976.

15. That the Service Plans/Estimates for electrical infrastructure shall be submitted to the concerned authority and submit the approval of the same to the Department before applying the completion certificate of the colony under Rule-16 of the Haryana Development and Regulation of Urban Areas Rules, 1976.

16. On the basis of IGBC "Gold star rating" Certificate duly submitted by the colonizer, and as per provision of Code 6.5 of Haryana Building Code, 2017, the additional FAR of 12% is allowed. Since, the final rating will be issued by IGBC "Gold star rating" after completion of total building complex/project, therefore, final occupation for the area of additional FAR (which is sought to be availed, as incentive for green building), shall be withheld till the final rating from IGBC "Gold star rating" is obtained. However, if the colonizer fails to achieve the final

For Parsvnath Developers Pvt. Ltd.

Director/Authorised Signatory

rating, which is lesser than the provisional rating, the occupation certificate of all building complex shall be issued after compounding the additional FAR (i.e. difference of additional FAR from provisional rating & final rating) at the ten times of the rates of EDC applicable at the time of submission of occupation certificate.

This sanction will be void abnitio, if any of the conditions mentioned above are not complied with.

DA/As above alongwith one set of approved building plan

(Vijender Singh)
Senior Town Planner (HQ)
Member Secretary
For: Chief Town Planner, Haryana-cum-Chairman,
Building Plan Approval Committee.

Memo No. ZP-1978/JD(RA)/2025/_____Dated:-_____

A copy is forwarded to the following for information: -

1. Haryana State Pollution Control Board, Panchkula with the request that the compliance of the instructions issued by NGT shall be monitored and strict compliance to be ensured.
2. MD, HVPNL, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula with request to assess the power utility site requirement as per ultimate power load requirement.
3. State Environment Impact Assessment Authority, Haryana, Bay no. 55-58, Prayatan Bhawan, Sector-2, Panchkula.
4. Administrator, HSVP, Gurugram.
5. Senior Town Planner, Gurugram.
6. Chief Engineer (HQ), HSVP, Sector-6, Panchkula.
7. District Town Planner, Gurugram, along with one set of approved building plans.
8. District Town Planner (E), Gurugram.
9. Nodal Officer, website updation.
10. Assistant Divisional Fire Officer O/o Director, Urban Local Bodies, Haryana, Panchkula.
11. Sh. Ardamanjit Singh Sandhu, Architect, 69 Nora Bhawani Kunju, Behind D-2, Vasant Kunj, New Delhi -110070.
12. Sh. Ajay Sahni, (Empanelled Structure Engineer), S-13/25, Ground Floor, DLF Phase-III, Gurugram.
13. Sh. Manish Kumar Gupta, (Empanelled Proof consultant), F-19, Ground Floor South City –II, Sector-50, Gurugram.
14. Sh. Pushpendra Kumar, (Empanelled Geo Technical Engineer) House No. 49, Floor 2nd, Bharat Nagar, Ashk Vihar, New Delhi -110052.

DA/As above

(Vijender Singh)
Senior Town Planner (HQ)
Member Secretary
For: Chief Town Planner, Haryana-cum-Chairman,
Building Plan Approval Committee.

For Pardos Craft Homes Pvt. Ltd.

Director/Authorised Signatory