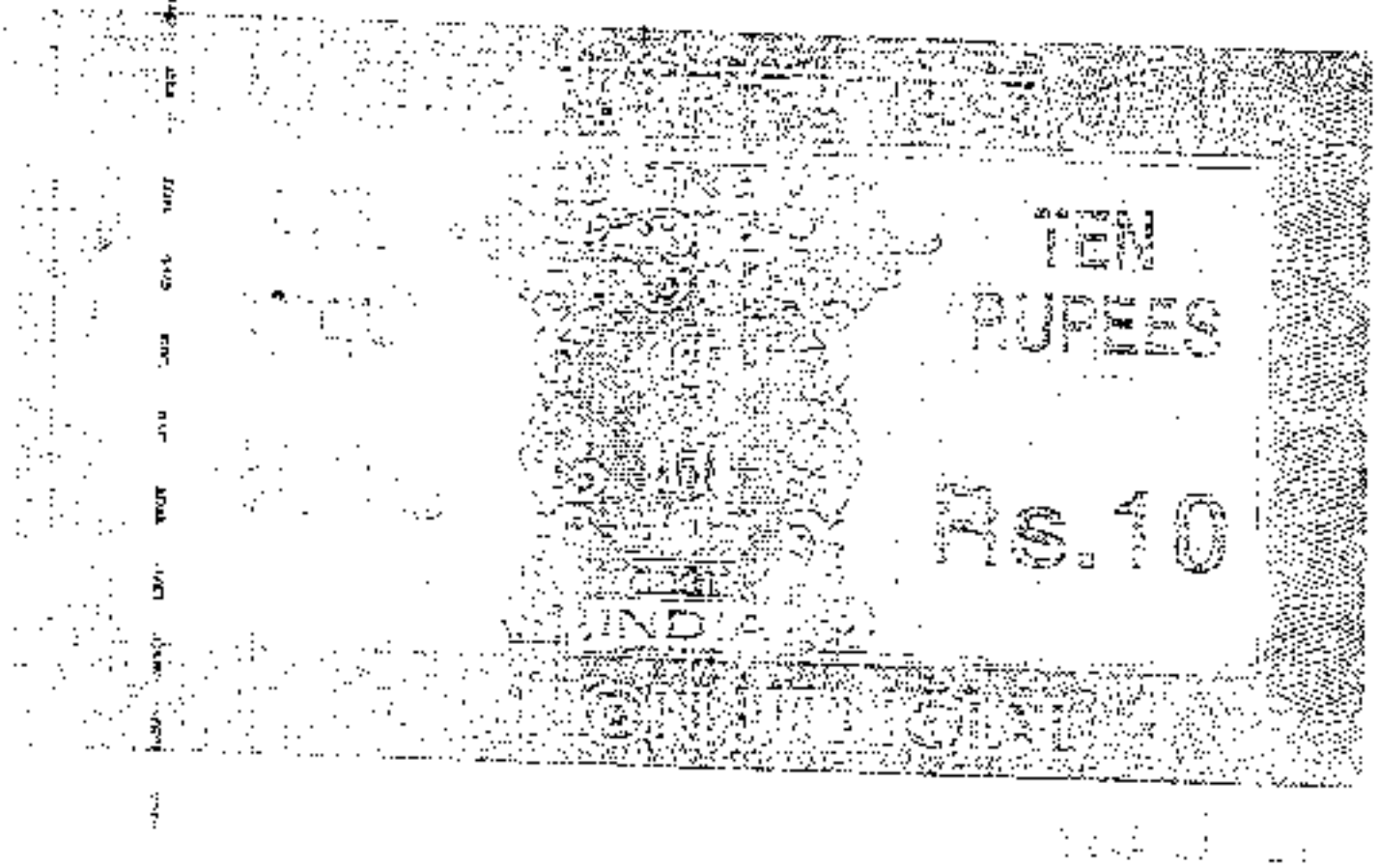


I.C-IV

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

This agreement is made on this 17th day of July, 2009 (Two Thousand Nine) between The Indian Airlines Pilots Co-operative House Building Society Ltd. having its office at Pilots Court, Essel Towers, Main Mehrauli Gurgaon Road, Gurgaon, Haryana through GPA & SPA holder M/s Essel Housing Projects Pvt. Ltd. having its registered office at N – 49, First Floor, Connaught Place, New Delhi – 110 001, acting through its Authorized Signatory Sh. Sanjay Jain son of Late Sh. M. L. Jain (hereinafter called the "Owner") 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.

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WHEREAS the Owner is in the possession of the land mentioned in Annexure hereto for the purpose of converting it into a Group Housing Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony falling in the revenue estate of Village Sukhrali, Sector-28, District Gurgaon, Haryana.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA, Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

NOW THIS DEED WITNESSTH AS FOLLOWS:

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

a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development works and construction works in the colony.

b) That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:

i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 227.172 lacs per acre amounting to Rs. 450.97 lacs for the area of 1.99 acres under Group Housing development and at tentative rate of Rs. 227.172 lacs per acre amounting to Rs. 2.27 lacs for the area of 0.01 acres under commercial use. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e.,

a. First Instalment shall be payable within a period of 30 days from the date of grant of license.

b. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum, which shall be charged on unpaid portion of the amount.

ii) The EDC rates for Gurgaon Manesar Urban Complex Development Plan-2021are under finalization. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

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S.T.C.P.
Sr. Chd.

For The [illegible] House Building Society [illegible] GPA & SPA, Holder M/s [illegible] Pvt Ltd.

Authorised Signatory

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

iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date an additional interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable.

v) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the Owner to pay the EDC even before the completion of four years period and the Owner shall be bound to do so.

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

vii) The Owner will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide the electric connection from HVPN the Director, Town & Country Planning will recover the cost from the Owner and deposit it with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the Owner, for which the Owner will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e., HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No EDC would be recovered from the EWS/LIG categories of allottees.

ix) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.

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D.T.C.P.
Dr. CHB

For The Indian Airlines Hsg. Coop. House Building Society Ltd. through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

d) That the rates, schedule, term and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license.

e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospital, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, the land set apart for schools, hospitals, community centers and other community buildings, in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down

No third party rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the Owner within a period of three years from the date of grant of licence.

f) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

g) That the Owner shall complete the internal development works within two years of the grant of license.

h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye laws and regulation in force in the area and shall be in addition be governed by Building bye-laws as per the NBC with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical & horizontal) standards.

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(i) That the Owner undertakes to pay proportionate external development charges for the area earmarked for group housing scheme, as per the schedule, terms and conditions given in Clause - 1 (b) of the Agreement.

DTCP
Gr. CHB.

For The Indian ... Co-Op. Housing Building Society Ltd. through GPA & SPA Holder M/s Essel ... (P) Ltd.

Authorised Signatory

(ii) That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plan detailed estimates together with the Bank Guarantee equal to 25% of the tota. cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of Licence.

(iii) 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 The Owner shal. at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community center building/dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining prior permission of the Director, Town & Country Planning, Haryana, Chandigarh.

All the community buildings will be got constructed by the Owner within a period of three years from the date of grant of licence.

(iv) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the site only.

(v) That the Owner shall deposit Infrastructure Development charges @ Rs. 625/- per square meter of the area under group housing development and @ Rs. 1000/- per square meter for the area under commercial component through bank draft in favour of Director, Town and Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the Infrastructure Development the owner would deposit charges within sixty days from the date of grant of the license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

D.T.C.P.
Dr. CHD.

For the Indian [illegible] Group Housing Building Society Ltd. through GPA & SPA, Holder M/s Essel Housing Property (P) Ltd.

Authorised Signatory

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

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

l) That without prejudice to any thing contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the Owner.

m) That the owner shall give the requisite land for the treatment works (oxidation pond) and for broad irrigation purpose at his own cost till the completion of the external system by HUDA and make their own arrangement for temporary disposal or give the requisite land.

2. Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases and not withstanding the waiver of any previous clause or right, the Director may cancel the license granted to them.

3. Upon cancellation of the license under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended upto date. The Bank guarantee in that event shall stand forfeited in favour of the Director.

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

5. The expression "The Owner" herein before used shall include their heirs, legal representatives, and successors and permitted assignees.

6. After the layout plans 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 have been issued the Director may on an application in this behalf from the Owner, release the Bank Guarantee or part thereof as the case may be Provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee equivalent to the 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof as the case may be, for a period of five years from the date of issue of

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For The [illegible] Co-op. House Building Society [illegible] through GPA & SPA. Holder M/s [illegible] Pvt. Ltd.

Authorised Signatory

the completion certificate under Rule 16 or earlier in case the Owner is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

IN WITNESS WHEREOF the Owner and the Director have signed this Deed on the date and the year first above written.

WITNESSES:

1. RAJIV KUMAR
ESSEL TOWER, SEC-28,
M.G. ROAD, GURGAON

2. (B.M. SHARMA)
Essel Towers, Sect.-28,
Gurgaon

For The Indian Airlines Co-op. House Building Society Ltd through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

OWNER

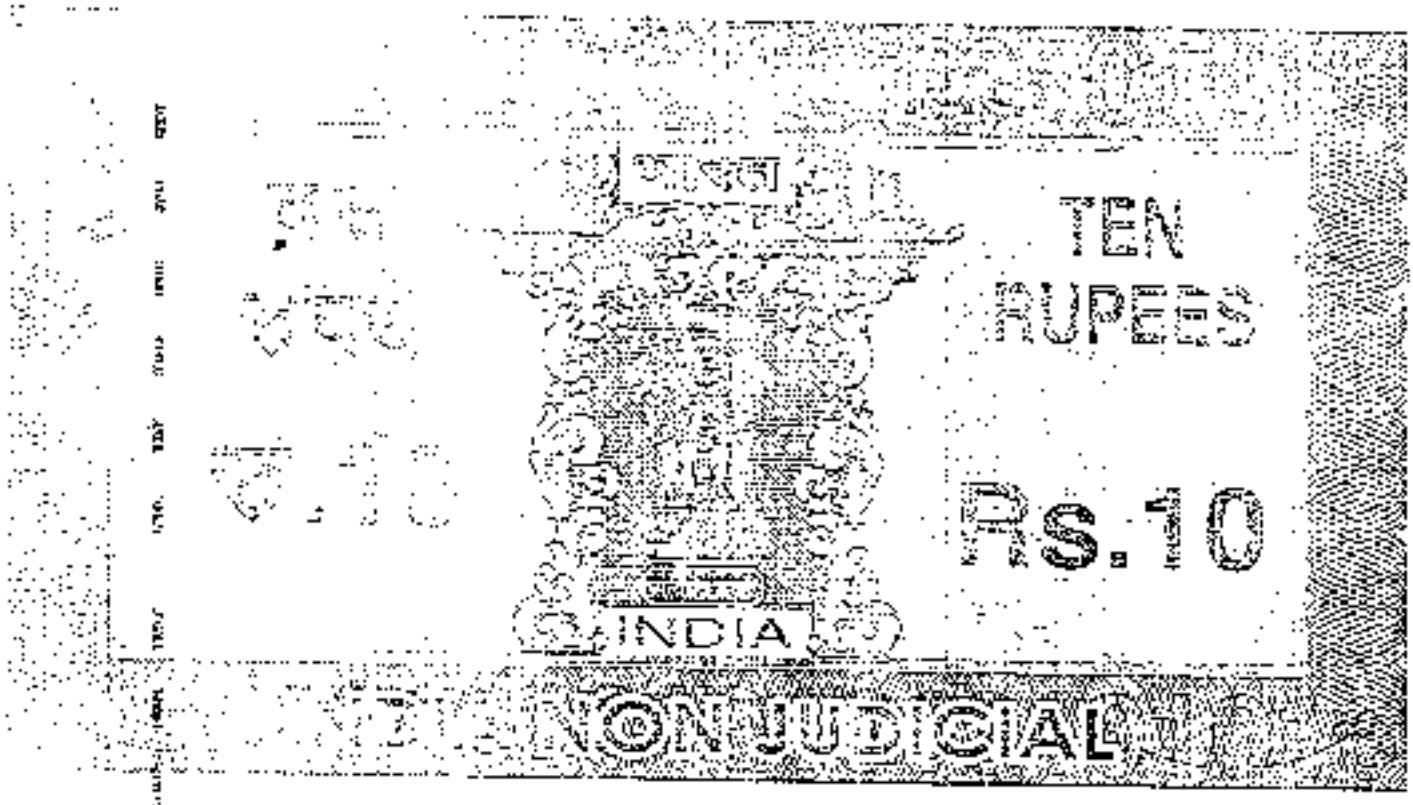
WITNESSES:

1.

2.

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

Director
Town & Country Planning
Haryana, Chandigarh.



FORM LC-IV A
(See rule 11 (1) (b))

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

This AGREEMENT is made on this 17th day of January 2009 (Two Thousand Nine) between The Indian Airlines Pilots Cooperative House Building Society Ltd. having its office at Pilots Court, Essel Towers, Main Mehrauli Gurgaon Road, Gurgaon, Haryana through GPA & SPA holder M/s Essel Housing Projects Pvt. Ltd. having its registered office at N – 49, First Floor, Connaught Place, New Delhi – 110 001, acting through its Authorized Signatory Sh. Sanjay Jain son of Late Sh. M. L. Jain (hereinafter called as "Owner") of the One Part and the GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana, (hereinafter referred to as the "Director") of the Other Part.

VETTED
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WHEREAS in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of license, the Owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the License finally granted for setting up of a Group Housing Colony on the land measuring 2.00 acres of land falling in the revenue estate of Village Sirsthali, Sector-28, District Gurgaon.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

AND WHEREAS the BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Owner:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

In consideration of the Director agreeing to grant license to the Owner to set up the said group housing colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the owner, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner as given hereunder covenanted by him as follows:

(a) That in the area of group housing adequate accommodation shall be provided for domestic servants and other services, population of Economically Weaker Section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.

b) That all the buildings 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 the National Building Code with regard to the *inter se* distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

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c) 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 Owner.

The Owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost and thus set apart for primary-cum-nursery school, community center building, dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

D.T.C.P.
Dr. CHD.

For The Indian Co-operative Housing
Building Society Ltd. through GPA & SPA
Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

No third party right shall be created without obtaining the prior permissions of the Director, Town & Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of license.

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

e) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders/plot holders @ Rs. 9,28,973/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

f) That the Owner shall ensure the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartments Ownership Act, 1983.

g) That the Owner shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.

h) That the responsibility of the ownership of the common area and facilities as well as their management 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 Apartments Ownership Act, 1983.

i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of completion certificate under Rule-16 unless earlier relieved of 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.

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Pr. CHD.

For the Intervener ... Co-op. House Building Society Ltd. through GPA & SPA Holder M/s Essel Housing ... (P) Ltd.

Authorised Signatory

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

k) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/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 license granted.

l) That the Owner shall deposit Infrastructure Development charges @ Rs. 625/- per square meter for the area under group housing development and @ Rs. 1000/- per square meter for the area under commercial component through bank draft in favour of Director, Town and Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the Owner within sixty days from the date of grant of the license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

m) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

n) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories and the area of such flats shall not be less than 200 sq. ft.. These flats shall be allotted on the basis of the price charged by Haryana Housing Board for such sizes flats in that particular area in the following manner:-

i) That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible members of economically weaker section categories, as defined by the State Government/Housing Board Haryana.

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For The Indian Airlines Employees Group Housing Building Society Ltd. through GPA & SPA Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

The Owner shall also announce the tentative number of flats, its price along with area available for such sale.

i) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the Owner after giving publicity and in the presence of the representative of the State Government. The successful applicants will be allowed the flats after complying with usual business condition 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.

ii) That the Owner while calling the applications for the allotment of economically weaker section/lower income group 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.

o) That the Owner shall derive maximum net profit @15% of the total project cost of development of colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the owner shall either deposit surplus amount within two months in the State Government Treasury 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 (ninety) days of the full and final completion of the project from Chartered Accountant that :-

(a) the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;

(b) a minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;

(c) the Owner while determining the sale price of flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director. The owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of

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For The Indus[illegible] Co-op. House Building Society Ltd. through GPA & SPA Holder M/s Essel Housing Projects (P) Ltd

Authorised Signatory

the DTCP (i) The services are made available from the external infrastructure to be laid by HUDA.

(d) after the layout 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 issued, the Director may, on an application in this behalf, from the Owner, release the bank guarantee or part thereof, as the case may be, provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the bank guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof shall be kept un-released to ensure upkeep and maintenance of the Group Housing colony or the part thereof, as the case may be, for a period of five (5) years from the date of issue of the completion certificate under Rule-16 or earlier in case the Owner is relieved of the responsibility 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.

(e) that the bank guarantee of internal development works has been furnished on the interim rates of development works and constructions of community buildings. The Owner shall 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 an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty (30) days on demand.

f) That the owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility with a copy to the Director, within two month 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.

2. 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 and rules, then and in such case

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Hr. CHB

For The [illegible] Pilots Co-op. Hous
Building Society Ltd. through GPA &
Holder M/s Gaael Housing Projects (P

Authorised Signatory

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

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

4. The stamp duty and registration charges, if any on this deed shall be borne by the Owner.

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

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

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

WITNESSES:

1. RAJIV KUMAR,
ESSEL TOWER, SECTOR-28,
M.G. ROAD, GURGAON

2. (C.B.U. SHARMA)
ESSEL TOWERS, SECT.-28,
GURGAON

WITNESSES:

For The Indian Airlines Govts Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

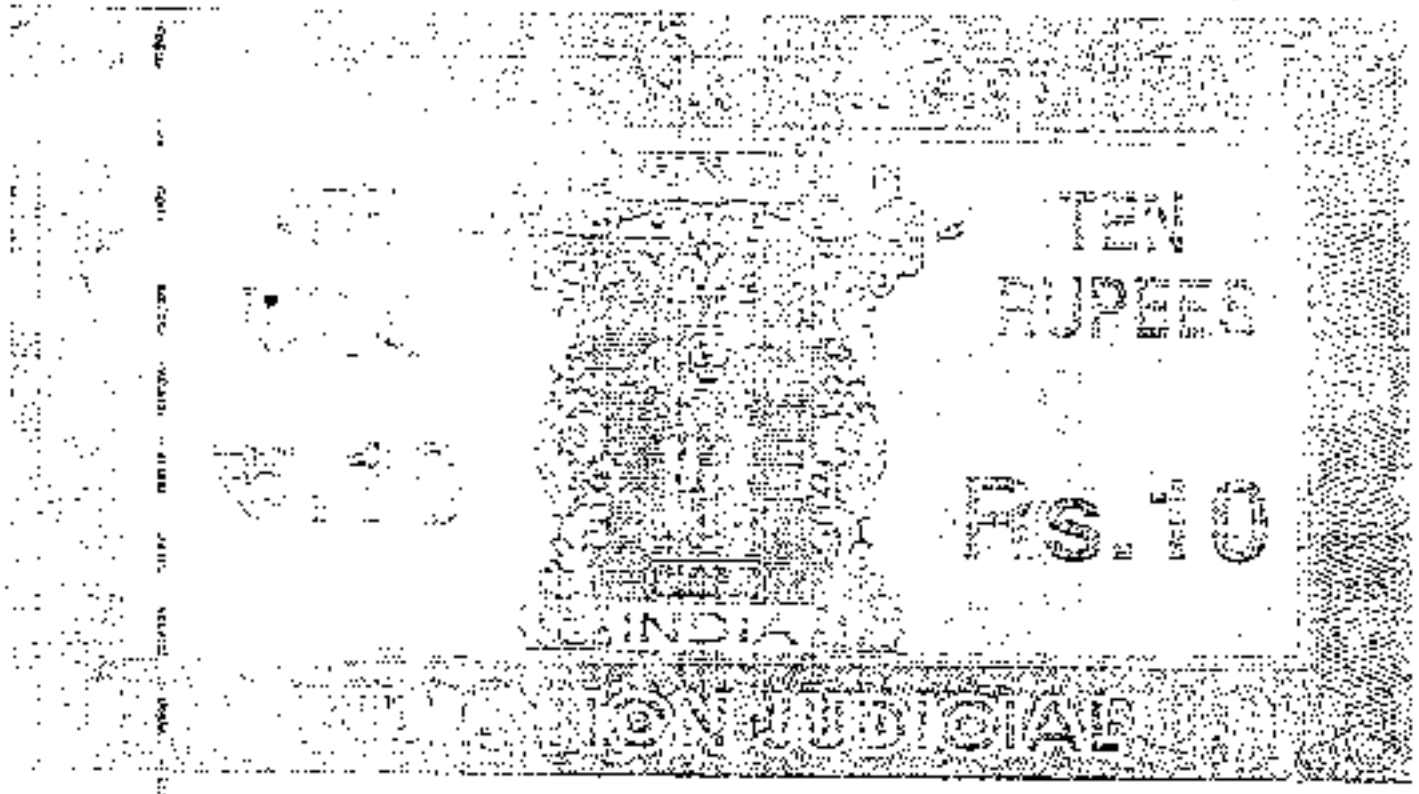
Authorised Signatory

OWNER

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

(GIAN CHAND)
DTP

Director
Town & Country Planning
Haryana, Chandigarh.



LC-IV

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

This agreement is made on this 17th day of December 2009 (Two Thousand Nine) between The Indian Airlines Pilots Co-operative House Building Society Ltd. having its office at Pilots Court, Essel Towers, Main Mehrauli Gurgaon Road, Gurgaon, Haryana through GPA & SPA holder M/s Essel Housing Projects Pvt. Ltd. having its registered office at N – 49, First Floor, Connaught Place, New Delhi – 110 001, acting through its Authorized Signatory Sh. Sanjay Jain son of Late Sh. M. L. Jain (hereinafter called the "Owner") 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 is in the possession of the land mentioned in Annexure hereto for the purpose of converting it into a Group Housing Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the License finally granted for setting up a Group Housing Colony on the land measuring 1.625 acres falling in the revenue estate of Village Sikohra, Sector-28, District Gurgaon, Haryana.

For the Governor of Haryana

Director

For and on behalf of the Indian Airlines Pilots Co-operative House Building Society Ltd.
through GPA & SPA,
Essel Housing Projects (P) Ltd.

Authorised Signatory

NOW THIS DEED WITNESSTH AS FOLLOWS:

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

a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development works and construction works in the colony.

b) That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:

i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 227.172 lacs per acre amounting to Rs. 367.24 lacs for the area of 1.617 acres under Group Housing development and at tentative rate of Rs. 227.172 lacs per acre amounting to Rs. 1.82 lacs for the area of 0.008 acres under commercial use. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e.:

a. First installment shall be payable within a period of 30 days from the date of grant of license.

b. Balance 90% in nine equal six monthly installments along with interest at the rate of 12% per annum, which shall be charged on unpaid portion of the amount.

ii) The EDC rates for Gurgaon Manesar Urban Complex Development Plan-2021are under finalization. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

For The Indian Airlines Group Employees Building Society Ltd. through GPA & SPA Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

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

iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date an additional interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable.

v) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the Owner to pay the EDC even before the completion of four years period and the Owner shall be bound to do so.

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

vii) The Owner will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide the electric connection from HVPN the Director, Town & Country Planning will recover the cost from the Owner and deposit it with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the Owner, for which the Owner will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e., HVPN/UHBVNL/DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No EDC would be recovered from the EWS/LIG categories of allottees.

c) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.

D.T.C.P.
Hr. Chd.

For The [illegible] Co-op. House Building Society Ltd. through GPA & SPA, Holder M/s Essel Housing [illegible] (P) Ltd.

Authorised Signatory

d) That the rates, schedule, term and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license.

e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospital, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, the land set apart for schools, hospitals, community centers and other community buildings, in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the Owner within a period of three years from the date of grant of licence.

f) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

g) That the Owner shall complete the internal development works within two years of the grant of license

h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye laws and regulation in force in the area and shall be in addition be governed by Building bye-Laws as per the NBC with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical & horizontal) standards.

(i) That the Owner undertakes to pay proportionate external development charges for the area earmarked for group housing scheme, as per the schedule, terms and conditions given in Clause – I (b) of the Agreement.

D.T.C.P.
Gr. CHD

For The Indian Overseas Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s [illegible] Pvt Ltd.

Authorised Signatory

(ii) That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plan-detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of Licence.

(iii) 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. The Owner shall at His own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community center building/dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining prior permission of the Director, Town & Country Planning, Haryana, Chandigarh.

All the community buildings will be got constructed by the Owner within a period of three years from the date of grant of licence.

(iv) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.

(v) That the Owner shall deposit Infrastructure Development charges @ Rs. 625/- per square meter of the area under group housing development and @ Rs. 1000/- per square meter for the area under commercial component through bank draft in favour of Director, Town and Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the Infrastructure Development the owner would deposit charges within sixty days from the date of grant of the license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

D.T.C.P.
Lr. Chd.

For The Indian [illegible] Group, House Building Society Ltd. through CPA & SPA, Holder M/s [illegible] (P) Ltd.

Authorised Signatory

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

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

l) 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.

m) That the owner shall give the requisite land for the treatment works (oxidation pond) and for broad irrigation purpose at his own cost till the completion of the external system by HUDA and make their own arrangement for temporary disposal or give the requisite land.

2. Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases and not withstanding the waiver of any previous clause or right, the Director may cancel the license granted to them.

3. Upon cancellation of the license under Clause 2 above, action shall be taker as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended upto date. The Bank guarantee in that event shall stand forfeited in favour of the Director

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

5. The expression "The Owner" herein before used shall include their heirs, legal representatives, and successors and permitted assignees.

6 After the layout plans 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 have been issued, the Director may on an application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee equivalent to the 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of

For The [illegible] Group Housing Building Society Ltd. through GPA & SPA, Holder M/s [illegible] (P) Ltd.

Authorised Signatory

D.T.C.P.
Br. Chd.

the completion certificate under Rule 16 or earlier in case the Owner is relieved of the responsibility in this behalf by the Government However, the bank guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

IN WITNESS WHEREOF the Owner and the Director have signed this Deed on the date and the year first above written.

WITNESSES:

RAJIV KUMAR,
ESSEL TOWER, SECTOR 28,
M.G. ROAD, GURGAON

(C.B.L. SHARMA)
ESSEL TOWERS, Sector-28,
WITNESSES Gurgaon.

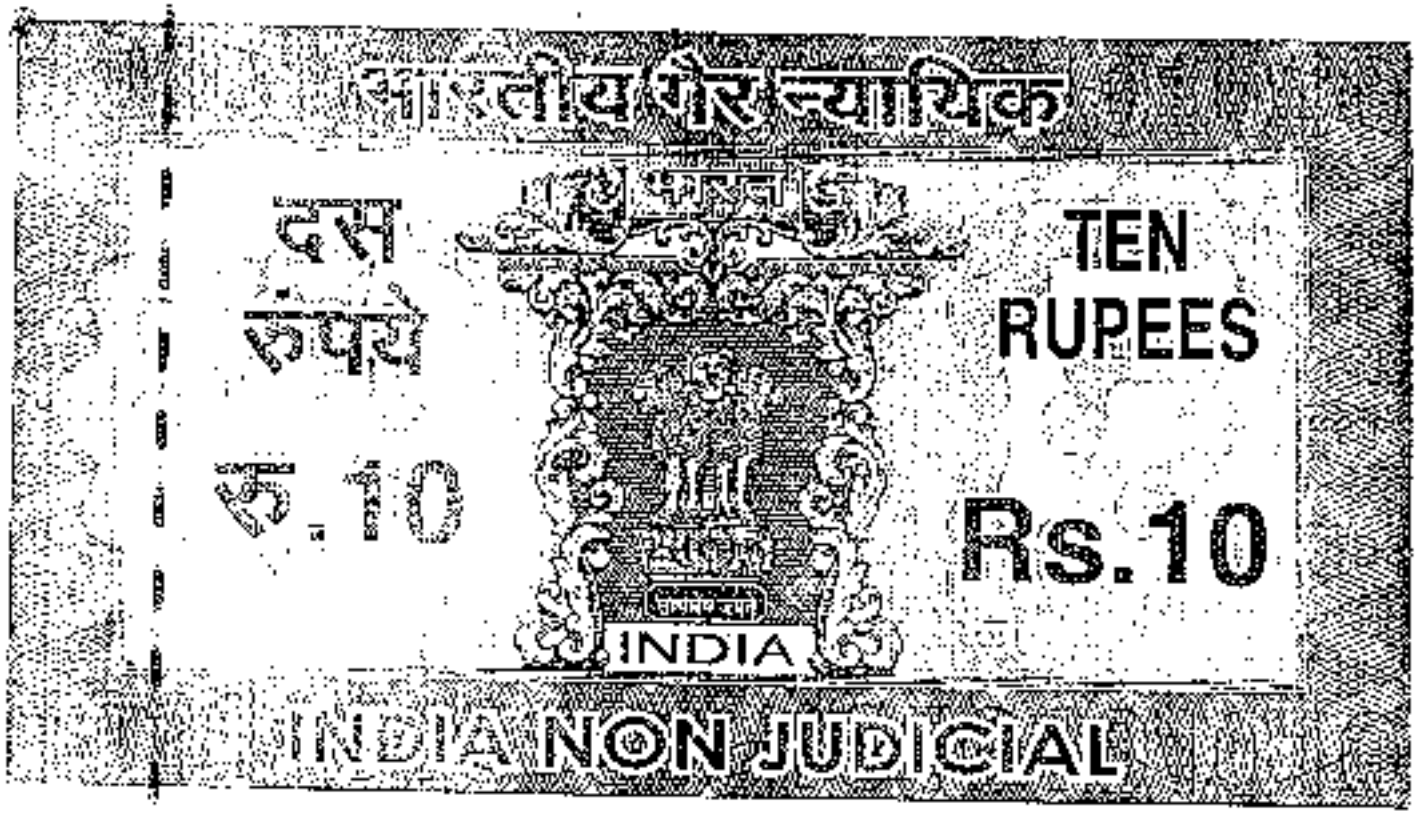
For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

OWNER

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

Director
Town & Country Planning
Haryana, Chandigarh.



FORM LC-IV A
(See rule 11 (1) (h))

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

This AGREEMENT is made on this 11th day of July 2009 (Two Thousand Nine) between The Indian Airlines Pilots Co-operative House Building Society Ltd. having its office at Pilots Court, Essel Towers, Main Mehrauli Gurgaon Road, Gurgaon, Haryana through GPA & SPA holder M/s Essel Housing Projects Pvt. Ltd. having its registered office at N- 49, First Floor, Connaught Place, New Delhi – 110 001, acting through its Authorized Signatory Sh. Sanjay Jain son of Late Sh. M. L. Jain (hereinafter called the "Owner") of the One Part and the GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana, (hereinafter referred to as the "Director") of the Other Part.

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule 11 of the Haryana Development and Regulation of Urban Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of license, the Owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the License finally granted for setting up of a Group Housing Colony on the land measuring 1.625 acres of land falling in the revenue estate of Village Sukhrali, Sector-28, District Gurgaon.

D.T.C.P.
Gr. Ggn.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

AND WHEREAS the BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Owner.-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

1 In consideration of the Director agreeing to grant license to the Owner to set up the said group housing colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the owner, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner as given hereunder covenanted by him 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 and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.

b) That all the buildings 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 the National Building Code with regard to the inter se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

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c) 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 Owner.

The Owner shall at His own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost and thus set apart for primary-cum-nursery school, community center building, dispensary and first aid center, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

D.T.C.P.
Mr. CHD.

For The Indian ... Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

No third party right shall be created without obtaining the prior permissions of the Director, Town & Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of license.

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

e) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community buildings from the flat builders/plot holders @ Rs. 9,28,973/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

f) That the Owner shall ensure the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartments Ownership Act, 1983.

g) That the Owner shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.

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

i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of completion certificate under Rule-16 unless earlier relieved of 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.

D.T.C.P. Hry. CHD.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Excel Housing Projects (P) Ltd.

Authorised Signatory

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

k) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/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 license granted.

l) That the Owner shall deposit Infrastructure Development charges @ Rs. 625/- per square meter for the area under group housing development and @ Rs. 1000/- per square meter for the area under commercial component through bank draft in favour of Director, Town and Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the Owner within sixty days from the date of grant of the license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

m) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

n) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories and the area of such flats shall not be less than 200 sq. ft.. These flats shall be allotted on the basis of the price charged by Haryana Housing Board for such sizes/flats in that particular area in the following manner:-

i) That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible members of economically weaker section categories, as defined by the State Government/Housing Board Haryana.

D.T.C.P.
Hr. CHD.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA Holder M/s Emat Housing Projects (P) Ltd.

Authorised Signatory

The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.

ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the Owner after giving publicity and in the presence of the representative of the State Government. The successful applicants will be allotted the flats after complying with usual business condition 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.

iii) That the Owner while calling the applications for the allotment of economically weaker section/lower income group 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.

o) That the Owner shall derive maximum net profit @15% of the total project cost of development of colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the owner shall either deposit surplus amount within two months in the State Government Treasury 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 (ninety) days of the full and final completion of the project from Chartered Accountant that :-

(a) the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;

(b) a minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;

(c) the Owner while determining the sale price of flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director. The owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of

D.T.C.P.
Dr. CHD.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through GPA & SPA. Holder M/s Basel Housing Projects (P) Ltd.

Authorised Signatory

the DTCP till the services are made available from the external infrastructure to be laid by HUDA.

(d) after the layout 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 issued, the Director may, on an application in this behalf, from the Owner, release the bank guarantee or part thereof, as the case may be, provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the bank guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof shall be kept un-released to ensure upkeep and maintenance of the Group Housing colony or the part thereof, as the case may be, for a period of five (5) years from the date of issue of the completion certificate under Rule-16 or earlier in case the Owner is relieved of the responsibility 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.

(e) that the bank guarantee of internal development works has been furnished on the interim rates of development works and constructions of community buildings. The Owner shall 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 an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty (30) days on demand.

p) That the owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility with a copy to the Director, within two month 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..

2 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 and rules, then and in such case

D.T.C.P.
Hr. Chd.

For The Indian Airlines Pilots Co-op. House Building Society Ltd. through CPA & SPA. Holder M/s Excel Housing Projects (P) Ltd.

Authorised Signatory

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

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

4. The stamp duty and registration charges, if any on this deed shall be borne by the Owner.

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

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

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

WITNESSES:

1. RAJIV KUMAR
ESSEL TOWER, SEC-28,
M.G. ROAD, GURGAON

(OS-H.S. SHARMA)
Essel Towers, Sector-28,
Gurgaon.

For The Indian Airlines Employees Co-op. House Building Society Ltd through GPA & SPA. Holder M/s Essel Housing Projects (P) Ltd.

Authorised Signatory

OWNER

WITNESSES:

1.

2.

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

Director
Town & Country Planning
Haryana, Chandigarh.

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL089889724476050
Certificate Issued Date	:	14-Oct-2016 03:29 PM
Account Reference	:	IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL82281018003695284420O
Purchased by	:	ESSEL HOUSING PROJECTS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ESSEL HOUSING PROJECTS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ESSEL HOUSING PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	50 (Fifty only)

.....Please write or type below this line.....

LC IV

(See Rule 11)

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

This agreement is made in this 17th day of November, 2016 (Two Thousand Sixteen)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

VETTED DA(HQ)

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

Between

M/s Essel Housing Projects Private Limited, having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070, (herein after referred as the "DEVELOPER"), for and on behalf of M/s Moonlight Continental Pvt. Ltd. having its registered office at 75-E, Himalaya House, 23, K. G. Marg, New Delhi-110001 (hereinafter referred to as OWNER) which expression shall, unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Navneet Kumar S/o Shri S. S. Singh who has been duly authorized vide Board Resolution dated 31.08.2015.

.....of the ONE PART

And

The GOVERNOR of HARYANA acting through the DIRECTOR GENERAL, Town & Country Planning, Haryana (herein after referred as the "DIRECTOR GENERAL")

.....of the OTHER PART

WHEREAS the OWNER/DEVELOPER is well entitled to the land mentioned in annexure hereto and applied for the purpose of converting and developing it into Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban of Areas Rules, 1976 (herein after referred as the said "Rules"), one of the conditions for 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 over an additional area measuring 0.19375 acres falling in the revenue estate of village Sukhrali, Sector 28, Tehsil & District Gurgaon, Haryana.

For Essel Housing Projects Pvt. Ltd.

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

Director/Auth. Sign.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1) In consideration of the DIRECTOR GENERAL agreeing to grant license to the OWNER/DEVELOPER to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976, by OWNER /DEVELOPER hereby covenants as follows:-

   a) 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 the scheduled bank and that this amount shall only be utilized by the OWNER/DEVELOPER towards meeting the cost of internal development works of the colony.

   b) That the OWNER/DEVELOPER undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per the rate, schedule, terms & conditions hereto :-

      i) That the OWNER/DEVELOPER shall pay the proportionate EDC at the rate of Rs. 312.29 Lakh per acres on the area measuring 0.19278 acres of the group housing component and Rs. 416.6514 Lakh per acre on the area measuring 0.00097 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of license or in 10 equal six monthly installments of 10 % each i.e.,

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

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

iii) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% per annum, which shall be charged on the unpaid portion of amount worked out at the rate of Rs. 312.29 Lakh per acre on area measuring 0.19278 acres of group housing component and Rs. 416.6514 Lakh per acre on the area measuring 0.00097 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC. It is further made clear that the rate of EDC have been calculated on the basis of EDC indexation mechanism policy dated 11.02.2016, which stands approved by the Cabinet. If there will be any change and delay in the amendment in the Act/Rules w.r.t. the said rates, then differential amount from the original calculation will required to be deposited as per demand and furnish additional Bank Guarantee.

iv) That the OWNER/ DEVELOPER shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.

v) That the OWNER/DEVELOPER shall specify the detail of calculation per Sq. m. /per Sq. Ft. which is being demanded from the flat/unit holders on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

vi) That in the event of increase in EDC rates, the OWNER/DEVELOPER, 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 OWNER/DEVELOPER ask 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 will carry an interest at 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 total payable as @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the DIRECTOR GENERAL.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

DGTCP (HR)

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ix) In case HUDA executes External Development Works and completes the same before the final payment of EDC, the DIRECTOR GENERAL shall be empowered to call upon the OWNER/DEVELOPER to pay the balance amount of EDC in lump sum before the completion of the initial validity of license period i.e. 5 years and the OWNER/DEVELOPER shall be bound to make the payment within the period so specified.

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

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

d) The OWNER/DEVELOPER shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from HVPNL. If the OWNER/DEVELOPER fails to seek electric connection from HVPNL, then the DIRECTOR GENERAL shall recover the cost from the OWNER/DEVELOPER and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the OWNER /DEVELOPER, for which the OWNER /DEVELOPER will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e., HVPNL/ UHVP/DHBVNL, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

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

f) That the OWNER/DEVELOPER shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of issue of completion

For Essel Housing Projects Pvt. Ltd.

Authorised Signatory

VETTED

certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the OWNER/DEVELOPER shall transfer all such roads, open space, public parks and public health services free of cost to the Government or the local authority, as the case may be.

g) The OWNER/DEVELOPER shall construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period four years from the dated of grant of license extendable by the director general for another period of two years for the reason to be recorded in writing failing which the land shall vest with the Government after such specified period free of cost, in which case the Government shall be at the liberty to transfer such land to any person or institution including a local authority, for the said purpose on such terms and conditions as may be laid down.

h) No third party right shall be created without getting the prior permission of the Director General, Town & country Planning, Haryana, Chandigarh.

i) The OWNER/DEVELOPER shall construct all the community building within a period so specified by the DIRECTOR GENERAL from the date of grant of license.

j) That the OWNER/DEVELOPER shall be individually as well as jointly responsible for the individual plan of license area as well as total combined plans of the licensed area as a whole.

k) That the OWNER/DEVELOPER shall complete Internal Development Works within four years of the grant of License.

l) That the OWNER/DEVELOPER undertake to pay proportionate EDC for the areas earmarked for the Group Hosing Scheme, as per rate, schedule , terms and conditions given in clause -1(b) of the agreement.

For Eastl Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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i) That the rates, schedule, terms & conditions of EDC as mentioned above may be revised by the DIRECTOR GENERAL during the license period as and when necessary and the OWNER/DEVELOPER shall be bound to pay the balance of enhanced charges, if any, in accordance with rates, schedule, terms & conditions determined by him along with interest from date of grant of license.

ii) That all the building to be constructed in the said Group Housing Colony shall be with the approval of competent authority and shall in addition to provision of zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regards to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirement and circulation (vertical and horizontal).

iii) That the OWNER/DEVELOPER shall furnish layout plan of Group Housing scheme along with the service plan/ detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under Group Housing Scheme within a period of 60 days from the date of Grant of License.

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

v) That in case of Group Housing Colony 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 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.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

VETTED DA(HQ)

vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.

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

viii) That the OWNER/DEVELOPER shall carry out at their own expenses any other works which the DIRECTOR GENERAL may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

ix) That the OWNER/DEVELOPER shall permit the DIRECTOR GENERAL or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the OWNER/DEVELOPER shall carry out all directions issued to him for insuring due compliance of execution of the development works in accordance with the license granted.

x) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the OWNER/DEVELOPER.

xi) 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 arrangements for temporary disposal or give the requisite land. That the OWNER/DEVELOPER shall make arrangement for water supply, sewerage,

For Essel Housing Project Pvt. Ltd.

Director/Auth. Sign.

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

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drainage etc. to the satisfaction of DIRECTOR GENERAL till the services are made available from the external infrastructure to be laid by HUDA.

2) Provided always and it is hereby agreed that if the OWNER/DEVELOPER commit any breach of the terms and conditions of this Agreement and Bilateral Agreement or violate any provisions of the Act or Rules, than in any case and notwithstanding the waiver of any previous clause or right, the DIRECTOR GENERAL may cancel the license granted to the OWNER/DEVELOPER.

3) Upon cancellation of the license under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act 1894 and may develop the said area under any other law. The Bank Guarantee in the event shall stand forfeited in the favor of DIRECTOR GENERAL.

4) That the OWNER/DEVELOPER shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to DIRECTOR GENERAL, within two months period from the date of grant of license to enable provision on the site in licensed land for Transformers/ switching stations/ Electric Substations as per norms prescribed by the power utility in the Zoning plan of the project.

5) That the OWNER/DEVELOPER shall abide by the policy dated 08.07.2013 or any other instructions /policy issued from time to time with regards to allotment of EWS flats.

6) The stamp duty and registration charges on this deed shall be borne by the OWNER/DEVELOPER.

7) The expression OWNER/DEVELOPER herein above used /shall include their heirs, legal representatives, successors and permitted assignees.

8) After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a competition 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

For Eldeco Housing Projects Pvt. Ltd.

Authorised Signatory

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

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 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16, or earlier in case the OWNER/DEVELOPER is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the DIRECTOR GENERAL in proportion to the payment of EDC received from the OWNER/DEVELOPER.

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

For Essel Housing Projects Pvt. Ltd.

Navneet Kumar
Authorized Signatory

DIRECTOR GENERAL
Town & Country Planning, Haryana,
Chandigarh

For and on behalf of the
Governor of Haryana

WITNESSES :-

1. Ravi Kant
Ravi Kant
159 Shilmukhalay Delhi

2.

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED
DA(HK)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL069896880014980
Certificate Issued Date	:	14-Oct-2016 03:29 PM
Account Reference	:	IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL82281018005231964636O
Purchased by	:	ESSEL HOUSING PROJECTS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ESSEL HOUSING PROJECTS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ESSEL HOUSING PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	50 (Fifty only)

Please write or type below this line

Form LC - IV A

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

This agreement is made on this 17th day of November, 2016 (Two Thousand Sixteen)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

Between

M/s Essel Housing Projects Private Limited, having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070, (herein after referred as the "DEVELOPER"), for and on behalf of M/s Moonlight Continental Pvt. Ltd. having its registered office at 75-E, Himalaya House, 23, K. G. Marg, New Delhi-110001, (hereinafter referred to as Owner) which expression shall, unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Navneet Kumar S/o Sh. S. S. Singh who has been duly authorized vide Board Resolution dated 31.08.2015.

.....of the ONE PART

And

The GOVERNOR of HARYANA acting through the Director General, Town & Country Planning, Haryana (herein after referred as the "DIRECTOR GENERAL")

.....of the OTHER PART

And WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development & Regulation of Urban Areas Rules 1976, (herein after referred to as the Said "Rules") and the conditions laid down therein for grant of license, the OWNER/DEVELOPER shall enter into a Bilateral Agreement with the DIRECTOR GENERAL for carrying out and completion of the development works in accordance with the license finally granted for setting up a Group Housing Colony over an additional area measuring 0.19375 Acres falling in the revenue estate of village Sukhrali, Sector 28, Tehsil & District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect:-

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

VETTED DA(HQ)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1) In consideration of the DIRECTOR GENERAL agreeing to grant license to the OWNER/DEVELOPER to set up the said Group housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the OWNER/DEVELOPER, their partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the OWNER/DEVLOPER, the OWNER/DEVELOPER hereunder covenants as follows:-

a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S.) and number of the 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 and water closet.

b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-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 OWNER/DEVELOPER.

d) That the Owner /Developer shall undertake to construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community center and other community buildings on the land set apart for this purpose within four years from the date of grant of license extendable by the DIRECTOR GENERAL, for another period of two years for the reason to be recorded in writing failing which the land shall vest with the Government after such specified period free of cost , in which case the Government shall be its liberty to transfer such land to any person or institution including a local authority , for the said purpose on such terms and conditions as may be laid down.

For Emaar Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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No third party rights shall be created without prior permission of the DIRECTOR GENERAL, Town and Country Planning, Haryana Chandigarh.

e)

i) That the OWNER/DEVELOPER undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions annexed hereto.

ii) That the rates, schedule, terms and conditions of External Development Charges as mentioned in LC –IV may be revised by the DIRECTOR GENERAL during the license period as and when necessary and the OWNER/DEVELOPER shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.

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

g) That the OWNER/DEVELOPER shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.

h) That the OWNER/DEVELOPER shall abide by the provision of the Haryana Apartment Ownership Act, 1983.

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

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

k) That the OWNER/DEVELOPER shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the OWNER/DEVELOPER towards meeting the cost of internal development works and construction works in the colony.

l) That the OWNER/DEVELOPER shall permit the DIRECTOR GENERAL or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the OWNER/DEVELOPER shall carry out all directions issued to him for insuring due compliance of execution of the development works in accordance with the license granted.

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

n) That the pace of the construction shall be at least in accordance with OWNER/DEVELOPER sale agreement with the buyers of the flats as and when scheme launched.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign

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

o) That the OWNER/DEVELOPER shall carry out at their own expenses any other works which the DIRECTOR GENERAL may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

p) That the OWNER/DEVELOPER shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economical weaker section categories and the area of such a flat shall not be less than 200 sq. ft. These flats shall be allotted at the maximum cost of Rs. 1,50,000/- per flat i.e. Rs. 750/- per sq. feet in the following manners:-

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 section categories as defined by the state Government /Housing Board, Haryana. The OWNER/DEVELOPER shall also announce the tentative number of flats, its price along with sizes available for such sale.

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

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

iv) 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 or his/her spouse or his/her

For Estel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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dependent children who were earlier allotted plot/house by the Housing Board, Haryana.

HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS Category) have transferred the same to some other person.

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

vi) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and State.

vii) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.

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

ix) (a) That OWNER/DEVELOPER 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 newspaper in special circumstances, However, these applicants may be indicated 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.

For Essel Housing Project Pvt. Ltd.

Director/Auth. Sign.

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

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

xi) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (viii) above.

xii)(a)That the OWNER/DEVELOPER will advertise the date of draw of allotment of EWS categories and when of draw of lot in same newspaper and also the list of successful allottees along with waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause Viii of this agreement.

xi(b) 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 ix(a) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed.

xi(c) 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. The earnest money of the persons/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 the clause xi(b) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list request 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.

xi(d) 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

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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.

xi(e) That for providing duplicacy, the Owner /Developer 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 only of successful allottees.

xi(f) That the OWNER/DEVELOPER 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 earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

xi(g) 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 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 power of attorney or to anybody on his behalf, shall be constructed 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.

x That the OWNER/DEVELOPER will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.

xi That OWNER/DEVELOPER will ensure at the time of grant of the occupation certificate in case of Group Housing Colony and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

For Eazi Housing Projects Pvt. Ltd.

Director/Auth. Sign.

VETTED DA(HQ)

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

xii That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the person who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xiii) That no maintenance charges are recoverable from EWS plots/flat holders. However Developer/Association can recover usage charges like water supply, sewerage, electricity etc. from the beneficiaries if such services are provided by the Developer/Association.

xiv) The Owner /Developer can execute a plot/flat buyer agreement with the allottee of EWS plots/flats but the same should be within the purview of the EWS policy framed by the State Government.

xv) No security deposit or refundable contingency security deposit shall be demanded by the colonizer from the EWS plots/Flat holder.

xvi) If there is an increase in the proscribed minimum size of EWS plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

q) That the OWNER/DEVELOPER shall drive maximum net profit @ 15% of the total project cost of the development of the above said group housing colony after making provisions of the statuary taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited with in 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.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign

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

VETTED DA (HQ)

Further the OWNER/DEVELOPER shall submit the following certificate to the DIRECTOR GENERAL, within ninety days of the full and final completion of the project from a Chartered Accountant:-

(a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

(b) A minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidize price.

(c) The OWNER/DEVELOPER while determining the sale price of the flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the to the DIRECTOR GENERAL, as and when demanded by him. The total project shall mean a defined phase or 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 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 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 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 part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule – 16 or earlier in case the OWNER/DEVELOPER is relieved of the responsibilities in this behalf by the Government. However the bank guarantee regarding the EDC shall be released by the DIRECTOR GENERAL in proportion to the payment of the EDC received from the OWNER/DEVELOPER.

For Eksil Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

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(e) That the Bank Guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The OWNER/DEVELOPER shall 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 on the interim rate of construction and an increase in number of facilities in the layout plan, the OWNER/DEVELOPER will furnish additional bank guarantee within thirty days on demand.

(2) Provided always and it is hereby agreed that if OWNER/DEVELOPER shall commit any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act and Rules , then and in any such case and notwithstanding the waiver or any clause or right, the DIRECTOR GENERAL, may cancel license granted to the OWNER/DEVELOPER.

(3) Upon cancellation of the license under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and Rules up to date. The Bank Guarantee in that event shall stand forfeited in favour of the DIRECTOR GENERAL.

(4) That the OWNER/DEVELOPER shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to DIRECTOR GENERAL, within two months period from date of grant of license to enable provision to site in licensed land for Transformers/ Switching stations / Electric Substations as per the norms prescribed by the power utility in the zoning plan of the project.

(5) The stamp duty and registration charges on this deed shall be borne by the OWNER/DEVELOPER.

For Essel Housing Projects Pvt. Ltd.

Director/Authorised Signatory

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

VETTED

(6) The expression OWNER/DEVELOPER hereinbefore used /shall includes their heir, legal representative, successors and permitted assignees.

(7) That any other condition which the DIRECTOR GENERAL may think necessary in public interest can be imposed.

(8) That the OWNER/DEVELOPER shall give the requisite land for the treatment works (oxidation pond) 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 give the requisite land. The OWNER/DEVELOPER shall make arrangement for water supply, sewerage, drainage, etc., to the satisfaction of the DG, TCP Haryana till the services are made available from the external infrastructure to be laid by HUDA.

(9) The OWNER/DEVELOPER shall pay the labour cess charges as per the policy of Govt. dated 25.02.2010.

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

For Essel Housing Projects Pvt. Ltd.

Navneet Kumar
Authorized Signatory

DIRECTOR GENERAL
Town & Country Planning,
Haryana, Chandigarh

For and on behalf of the
Governor of Haryana

WITNESSES :-

1. Ravi Kant
E/55 Shalimar Bagh Delhi 95.

2.

Director General
Town & Country Planning

VETTED
DA(HQ)

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Government of National Capital Territory of Delhi

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सत्यमेव जयते

Certificate No.	:	IN-DL089434734491270
Certificate Issued Date	:	14-Oct-2016 02:18 PM
Account Reference	:	IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL82281017910959224403O
Purchased by	:	ESSEL HOUSING PROJECTS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ESSEL HOUSING PROJECTS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ESSEL HOUSING PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	50 (Fifty only)

.....Please write or type below this line.....

LC IV

(See Rule 11)

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

This agreement is made in this ..17th.. day of ..November.... 2016 (Two Thousand Sixteen)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

Between

D.C.I.C.P. (Ur.)

VETTED DA(HQ)

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

M/s Essel Housing Projects Private Limited, having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070, (herein after referred as the "DEVELOPER"), for and on behalf of (1) Ranbir Singh S/o Tek Chand and (2) Ajay S/o Ranbir Singh both resident of House No. 845, Sector-4, Urban Estate, Gurgaon, Haryana (hereinafter referred to as Owners) which expression shall, unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Navneet Kumar S/o Shri S. S. Singh who has been duly authorized vide Board Resolution dated 06.02.2016

.....of the ONE PART

And

The GOVERNOR of HARYANA acting through the DIRECTOR GENERAL, Town & Country Planning, Haryana (herein after referred as the "DIRECTOR GENERAL")

.....of the OTHER PART

WHEREAS the OWNER/DEVELOPER is well entitled to the land mentioned in annexure hereto and applied for the purpose of converting and developing it into Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban of Areas Rules, 1976 (herein after referred as the said "Rules"), one of the conditions for 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 over an additional area measuring 1.75 acres falling in the revenue estate of Village Sukhrali, Sector 28, Tehsil & District Gurgaon, Haryana.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1) In consideration of the DIRECTOR GENERAL agreeing to grant license to the OWNER/DEVELOPER to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in Rule 11 of the Haryana

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DAM

Development and Regulation of Urban Areas Rules 1976, by OWNER /DEVELOPER hereby covenants as follows:-

a) 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 the scheduled bank and that this amount shall only be utilized by the OWNER/DEVELOPER towards meeting the cost of internal development works of the colony.

b) That the OWNER/DEVELOPER undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per the rate, schedule, terms & conditions hereto :-

i) That the OWNER/DEVELOPER shall pay the proportionate EDC at the rate of Rs. 312.29 Lakh per acres on the area measuring 1.74125 acres of the group housing component and Rs. 416.6514 Lakh per acre on the area measuring 0.00875 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of license or in 10 equal six monthly installments of 10 % each i.e.,

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

iii) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% per annum, which shall be charged on the unpaid portion of amount worked out at the rate of Rs. 312.29 Lakh per acre on area measuring 1.74125 acres of group housing component and Rs. 416.6514 Lakh per acre on the area measuring 0.00875 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC. It is further made clear that the rate of EDC have been calculated on the basis of EDC indexation mechanism policy dated 11.02.2016, which stands approved by the Cabinet. If there will be any change and delay in the amendment in the Act/Rules w.r.t. the said rates, then differential amount from the original

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA (HQ)

calculation will required to be deposited as per demand and furnish additional Bank Guarantee.

iv) That the OWNER/DEVELOPER shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.

v) That the OWNER/DEVELOPER shall specify the detail of calculation per Sq. m. /per Sq. Ft. which is being demanded from the flat/unit holders on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

vi) That in the event of increase in EDC rates, the OWNER/DEVELOPER, 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 OWNER/DEVELOPER ask 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 will carry an interest at 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 total payable as @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the DIRECTOR GENERAL.

ix) In case HUDA executes External Development Works and completes the same before the final payment of EDC, the DIRECTOR GENERAL shall be empowered to call upon the OWNER/DEVELOPER to pay the balance amount of EDC in lump sum before the completion of the initial validity of license period i.e. 5 years and the OWNER/DEVELOPER shall be bound to make the payment within the period so specified.

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

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DAHD

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

d) The OWNER/DEVELOPER shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from HVPNL. If the OWNER/DEVELOPER fails to seek electric connection from HVPNL, then the DIRECTOR GENERAL shall recover the cost from the OWNER/DEVELOPER and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the OWNER /DEVELOPER, for which the OWNER /DEVELOPER will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e., HVPNL/ UHVP/DHBVNL, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

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

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

g) The OWNER /DEVELOPER shall construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period four years from the dated of grant of license extendable by the director general for another period of two years for the reason to be recorded in writing failing which the land shall vest with the Government after such specified period free of cost, in which case the Government shall be at the liberty to transfer such land to any person or institution including a local authority, for the said purpose on such terms and conditions as may be laid down.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

h) No third party right shall be created without getting the prior permission of the Director General, Town & country Planning, Haryana, Chandigarh.

i) The OWNER/DEVELOPER shall construct all the community building within a period so specified by the DIRECTOR GENERAL from the date of grant of license.

j) That the OWNER/DEVELOPER shall be individually as well as jointly responsible for the individual plan of license area as well as total combined plans of the licensed area as a whole.

k) That the OWNER/DEVELOPER shall complete Internal Development Works within four years of the grant of License.

l) That the OWNER/DEVELOPER undertake to pay proportionate EDC for the areas earmarked for the Group Hosing Scheme, as per rate, schedule , terms and conditions given in clause -1(b) of the agreement.

i) That the rates, schedule, terms & conditions of EDC as mentioned above may be revised by the DIRECTOR GENERAL during the license period as and when necessary and the OWNER/DEVELOPER shall be bound to pay the balance of enhanced charges, if any, in accordance with rates, schedule, terms & conditions determined by him along with interest from date of grant of license.

ii) That all the building to be constructed in the said Group Housing Colony shall be with the approval of competent authority and shall in addition to provision of zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regards to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirement and circulation (vertical and horizontal).

iii) That the OWNER/DEVELOPER shall furnish layout plan of Group Housing scheme along with the service plan/ detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA(HQ)

under Group Housing Scheme within a period of 60 days from the date of Grant of License.

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

v) That in case of Group Housing Colony 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 separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works and construction works in the colony.

vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.

vii) That the OWNER/DEVELOPER shall deposit Infrastructure Development Charges (IDC) @ Rs. 625/- per sq. meter for Group Housing Component and Rs. 1000/- per sq. meter for commercial component of the gross area of said group housing colony in two equal installments. The first installment of the IDC shall be deposited by the OWNER/DEVELOPER within sixty days from the date of the grant of the license and second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in the payment of the installment.

viii) That the OWNER/DEVELOPER shall carry out at their own expenses any other works which the DIRECTOR GENERAL may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

ix) That the OWNER/DEVELOPER shall permit the DIRECTOR GENERAL or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the OWNER/DEVELOPER shall carry out all directions issued to him for insuring due compliance of execution of the development works in accordance with the license granted.

For Espal Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA

x) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the OWNER/DEVELOPER.

xi) 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 arrangements for temporary disposal or give the requisite land. That the OWNER/DEVELOPER shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DIRECTOR GENERAL till the services are made available from the external infrastructure to be laid by HUDA.

2) Provided always and it is hereby agreed that if the OWNER/DEVELOPER commit any breach of the terms and conditions of this Agreement and Bilateral Agreement or violate any provision of the Act or Rules, than in any case and notwithstanding the waiver of any previous clause or right, the DIRECTOR GENERAL may cancel the license granted to the OWNER/DEVELOPER.

3) Upon cancellation of the license under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act 1894 and may develop the said area under any other law. The Bank Guarantee in the event shall stand forfeited in the favor of DIRECTOR GENERAL.

4) That the OWNER/DEVELOPER shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to DIRECTOR GENERAL, within two months period from the date of grant of license to enable provision on the site in licensed land for Transformers/ switching stations/ Electric Substations as per norms prescribed by the power utility in the Zoning plan of the project.

5) That the OWNER/DEVELOPER shall abide by the policy dated 08.07.2013 or any other instructions /policy issued from time to time with regards to allotment of EWS flats.

6) The stamp duty and registration charges on this deed shall be borne by the OWNER/DEVELOPER.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DAKR

7) The expression OWNER/DEVELOPER herein above used /shall include their heirs, legal representatives, successors and permitted assignees.

8) After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a competition 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 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or part thereof , as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16, or earlier in case the OWNER/DEVELOPER is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the DIRECTOR GENERAL in proportion to the payment of EDC received from the OWNER/DEVELOPER.

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

For Essel Housing Projects Pvt. Ltd.

Navneet Kumar
Authorized Signatory

DIRECTOR GENERAL
Town & Country Planning, Haryana,
Chandigarh

For and on behalf of the
Governor of Haryana

WITNESSES :-

1. Ravi Kant 153 Shivaji Colony Delhi

2.

Director General
Town & Country Planning
Haryana, Chandigarh

VETTED DA(HQ)

-33

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Certificate No.	:	IN-DL089426041389480
Certificate Issued Date	:	14-Oct-2016 02:16 PM
Account Reference	:	IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL822810179089024753660
Purchased by	:	ESSEL HOUSING PROJECTS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ESSEL HOUSING PROJECTS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ESSEL HOUSING PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	50 (Fifty only)

Please write or type below this line

Form LC - IV A

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

This agreement is made on this 17th day of November 2016 (Two Thousand Sixteen)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

Between

M/s Essel Housing Projects Private Limited, having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070, (herein after referred as the " DEVELOPER"), for and on behalf of (1) Ranbir Singh S/o Tek Chand and (2) Ajay S/o Ranbir Singh both resident of House No. 845, Sector-4, Urban Estate, Gurgaon, Haryana (hereinafter referred to as Owners) which expression shall, unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Navneet Kumar S/o Sh. S. S. Singh who has been duly authorized vide Board Resolution dated 06.02.2016

.....of the ONE PART

And

The GOVERNOR of HARYANA acting through the Director General, Town & Country Planning, Haryana (herein after referred as the "DIRECTOR GENERAL")

.....of the OTHER PART

And WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development & Regulation of Urban Areas Rules 1976, (herein after referred to as the Said "Rules") and the conditions laid down therein for grant of license, the OWNER/DEVELOPER shall enter into a Bilateral Agreement with the DIRECTOR GENERAL for carrying out and completion of the development works in accordance with the license finally granted for setting up a Group Housing Colony over an additional area measuring 1.75 Acres falling in the revenue estate of village Sukhrali, Sector 28, Tehsil & District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect:-

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1) In consideration of the DIRECTOR GENERAL agreeing to grant license to the OWNER/DEVELOPER to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the OWNER/DEVELOPER, their partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the OWNER/DEVLOPER, the OWNER/DEVELOPER hereunder covenants as follows:-

   a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S.) and number of the 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 and water closet.

   b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-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 OWNER/DEVELOPER.

   d) That the OWNER/DEVELOPER shall undertake to construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community center and other community buildings on the land set apart for this purpose within four years from the date of grant of license extendable by the DIRECTOR GENERAL, for another period of two years for the reason to be recorded in writing failing which the land shall vest with the Government after such specified period free of cost , in which case the Government shall be its liberty to transfer such land to any person or institution including a local authority , for the said purpose on such terms and conditions as may be laid down.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED

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

e)

i) That the OWNER/DEVELOPER undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions annexed hereto.

ii) That the rates, schedule, terms and conditions of External Development Charges as mentioned in LC –IV may be revised by the DIRECTOR GENERAL during the license period as and when necessary and the OWNER/DEVELOPER shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.

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

g) That the OWNER/DEVELOPER shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.

h) That the OWNER/DEVELOPER shall abide by the provision of the Haryana Apartment Ownership Act, 1983.

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

j) That the OWNER/DEVELOPER shall be responsible for maintenance and upkeep of all roads, open space, public parks, public health services of the said Group Housing Colony for a period of five years from the date of issue of completion certificate

VETTED DA (HQ)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

Dy. T.C.P. (Hq.)

under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the Owner /Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may me.

k) That the OWNER/DEVELOPER shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the OWNER/DEVELOPER towards meeting the cost of internal development works and construction works in the colony.

l) That the OWNER/DEVELOPER shall permit the DIRECTOR GENERAL or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the OWNER/DEVELOPER shall carry out all directions issued to him for insuring due compliance of execution of the development works in accordance with the license granted.

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

n) That the pace of the construction shall be at least in accordance with OWNER/DEVELOPER sale agreement with the buyers of the flats as and when scheme launched.

o) That the OWNER/DEVELOPER shall carry out at their own expenses any other works which the DIRECTOR GENERAL may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

p) That the Owner/ Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economical weaker section categories and the area of such a flat shall not be less than 200 sq. ft. These flats shall be allotted at the maximum cost of Rs. 1,50,000/- per flat i.e. Rs. 750/- per sq. feet in the following manners:-

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 section categories as defined by the state Government /Housing Board, Haryana. The OWNER/DEVELOPER shall also announce the tentative number of flats, its price along with sizes available for such sale.

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

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

iv) 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 or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board, Haryana.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA (HQ)

HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS Category) have transferred the same to some other person.

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

vi) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and State.

vii) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.

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

ix) (a) That OWNER/DEVELOPER 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 newspaper in special circumstances, However, these applicants may be indicated 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.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED DA (HQ)

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

xi) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (viii) above.

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

xi(b) 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 ix(a) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed.

xi(c) 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. The earnest money of the persons/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 the clause xi(b) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list request 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.

VETTED DA (HQ)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

xi(d) 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.

xi(e) That for providing duplicacy, the Owner /Developer 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 only of successful allottees.

xi(f) That the Owner /Developer 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 earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

xi(g) 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 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 power of attorney or to anybody on his behalf, shall be constructed 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.

x That the OWNER/DEVELOPER will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.

VETTED DA(HQ)

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

xi That OWNER/DEVELOPER will ensure at the time of grant of the occupation certificate in case of Group Housing Colony and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xii That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the person who have to be allotted oustees quota plots but the same are not readily available with HUDA / Government.

xiii) That no maintenance charges are recoverable from EWS plots/flat holders. However Developer/Association can recover usage charges like water supply, sewerage, electricity etc. from the beneficiaries if such services are provided by the Developer/Association.

xiv) The Owner /Developer can execute a plot/flat buyer agreement with the allottee of EWS plots/flats but the same should be within the purview of the EWS policy framed by the State Government.

xv) No security deposit or refundable contingency security deposit shall be demanded by the colonizer from the EWS plots/Flat holder.

xvi) If there is an increase in the proscribed minimum size of EWS plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

q) That the OWNER/DEVELOPER shall drive maximum net profit @ 15% of the total project cost of the development of the above said group housing colony after making provisions of the statuary taxes. In case the net profit exceeds 15% after completion of

For Essel Housing Projects Pvt. Ltd.

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

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the project period, the surplus amount shall be deposited with in 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.

Further the OWNER/DEVELOPER shall submit the following certificate to the DIRECTOR GENERAL, within ninety days of the full and final completion of the project from a Chartered Accountant:-

(a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

(b) A minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidize price.

(c) The OWNER/DEVELOPER while determining the sale price of the flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the to the DIRECTOR GENERAL, as and when demanded by him. The total project shall mean a defined phase or 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 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 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 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 part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule – 16 or earlier in case the

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED

OWNER/DEVELOPER is relieved of the responsibilities in this behalf by the Government. However the bank guarantee regarding the EDC shall be released by the DIRECTOR GENERAL in proportion to the payment of the EDC received from the OWNER/DEVELOPER.

(e) That the Bank Guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The OWNER/DEVELOPER shall 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 on the interim rate of construction and an increase in number of facilities in the layout plan, the OWNER/DEVELOPER will furnish additional bank guarantee within thirty days on demand.

(2) Provided always and it is hereby agreed that if OWNER/DEVELOPER shall commit any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act and Rules , then and in any such case and notwithstanding the waiver or any clause or right, the DIRECTOR GENERAL, may cancel license granted to the OWNER/DEVELOPER.

(3) Upon cancellation of the license under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and Rules up to date. The Bank Guarantee in that event shall stand forfeited in favour of the DIRECTOR GENERAL.

(4) That the OWNER/DEVELOPER shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to DIRECTOR GENERAL, within two months period from date of grant of license to enable provision to site in licensed land for Transformers/ Switching stations / Electric Substations as per the norms prescribed by the power utility in the zoning plan of the project.

For Essel Housing Projects Pvt. Ltd.

Director/Auth. Sign.

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

VETTED

(5) The stamp duty and registration charges on this deed shall be borne by the OWNER/DEVELOPER.

(6) The expression OWNER/DEVELOPER hereinbefore used /shall include their heir, legal representative, successors and permitted assignees.

(7) That any other condition which the DIRECTOR GENERAL may think necessary in public interest can be imposed.

(8) That the OWNER/DEVELOPER shall give the requisite land for the treatment works (oxidation pond) 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 give the requisite land. The OWNER/DEVELOPER shall make arrangement for water supply, sewerage, drainage, etc., to the satisfaction of the DG, TCP Haryana till the services are made available from the external infrastructure to be laid by HUDA.

(9) The OWNER/DEVELOPER shall pay the labour cess charges as per the policy of Govt. dated 25.02.2010.

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

For Essel Housing Projects Pvt. Ltd.

Navneet Kumar
Authorized Signatory

DIRECTOR GENERAL
Town & Country Planning,
Haryana, Chandigarh
For and on behalf of the
Governor of Haryana

WITNESSES :-

1. Ravi Kant E-155 Lawrence Colony Delhi 95.

2.

Director General
Town & Country Planning
Haryana

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