

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

1. Swiftrans International Pvt Ltd, Upcountry Land and Projects Pvt Ltd 3rd Floor, Ninex City Mart, Sohna Road, Gurgaon-122009 along with a copy of agreement LC-IV and Bilateral agreement. & Zoning.
2. Chairman, Haryana State Pollution Control Board, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board Haryana, Sector 6, Panchkula along with copy of Agreements.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana-Cum-Secretary, SEAC, Prayatan Bhawan, Sector-2, Panchkula.
7. Addl. Director, Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Panchkula
10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
11. Senior Town Planner, M. Cell, Sector-8C, Chandigarh along with a copy of agreements.
12. Senior Town Planner (Enforcement) Haryana, Chandigarh.
13. Senior Town Planner, Gurgaon. He will ensure that the colonizer shall obtain approved/ NOC as per condition No. 8 above before starting the Development works.
14. Land Acquisition Officer, Gurgaon.
15. District Town Planner, Rewari along with a copy of agreement.
16. Chief Accounts Officer, Monitoring Cell, along with a copy of agreements.
17. Accounts Officer O/o Director General, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.


(Sunita Sethi)

District Town Planner (HQ)
O/o Director General, Town and Country Planning,
Haryana Chandigarh. E

To be read with License No 01. of 2012/12 ¹/₂₀₁₂

1. Detail of land owned by Swiftrans International Pvt. Ltd., 1/2 Share Upcountry Land & Projects Pvt. Ltd., 1/2 Share, District Rewari.

| Village | Rect. No. | Killa No. | Total Area K-M | |
|-----------------|--------------|--|-------------------|------|
| Ghari Alawalpur | 4 | 1/2 | 1-4 | |
| | | 2 | 7-5 | |
| | | 3 | 2-7 | |
| | | 8 | 8-0 | |
| | | 9 | 8-0 | |
| | | 10/1 | 1-4 | |
| | | 12/1 | 2-4 | |
| | | 13 | 8-0 | |
| | | 2 | 21/2 | 0-10 |
| | | 4 | 12/3 | 0-6 |
| | 5 | 19/1 | 0-8 | |
| | | 21/2 | 0-6 | |
| | | 22/1/2 | 0-9 | |
| | | 22/1/3 | 0-2 | |
| | | 11 | 8-0 | |
| | | 12/2 | 5-10 | |
| | | 19/2 | 7-12 | |
| | | 20 | 8-0 | |
| | | 21/1 | 7-14 | |
| | | 22/1/1 | 2-2 | |
| | 25/2 | <u>3-12</u> | | |
| | TOTAL | <u>82-15</u> OR 10.343 Acres | | |

Director General
Town & Country Planning
Haryana, Chandigarh
Ameo JTC 10/12

WHEREAS as Owner in in possession of or otherwise shall entitled to the land measuring 10.343 acres falling in the revenue estate of Village Garhi Alawalpur, (Sector-24) Dharuhera, District- Rewari, Haryana for the purpose of converting 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 land measuring 10.291 acres falling in the revenue estate of Village Garhi Alawalpur, (Sector-24) Dharuhera, District- Rewari, Haryana.

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 measuring 10.291 acres falling in the revenue estate of Village Garhi Alawalpur, (Sector-24) Dharuhera, District- Rewari, Haryana and on the fulfillment of all the 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 in the colony.
- b) That the Owner undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule, terms and conditions hereto:

For Swifttrans International Pvt. Ltd.


Director

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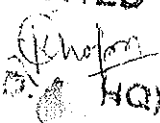
AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This agreement is made on this ^{12th} day of ^{JANUARY} November, 2012 (Two Thousand ^{TWELVE} Eleven) between M/s. Swiftrans International Private Limited, and M/s. Upcountry Land and Projects Private Limited, Companies incorporated under the provisions of the Companies Act, 1956 having their registered office at B-27, Pushpanjali Enclave, Pitampura, Delhi - 110034, through its Director/Authorised Signatory, namely, Sh. Ajay Singal S/o Sh. R.K. Singal R/o. C-187, Pushpanjali Enclave, Pitampura, Delhi- 110034 (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.

For Swiftrans International Pvt. Ltd.


Director


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i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 234.036 lacs per acre for group housing area 10.291 acres and Rs. 234.20 lacs per acre for commercial component 0.052 acre of the colony. These charges will 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 installment of 10% each in the following manner:

a) First Installment of 10% shall be paid within a period of 30 days from the date of grant of license.

b) Balance 90% in nine equal six monthly installments alongwith simple interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 234.036 lacs per gross acre for group housing area and at the rate of 234.20 lacs per acre for the commercial component of the Colony.

ii) The Rates for Dharuhera are under finalization. In the event of increase in the above tentative EDC rates, the colonizer 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.

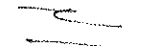
iii) In case the owner asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

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 penal interest of 3% per annum (making the total payable

For Swiftrans International Pvt. Ltd.


Director

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interest 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

- 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 bound to do so.
- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- vii) The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If the owner fail to seek electric connection from HVPN the Director, shall recover the cost from the Owner and deposit the same with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the Colonizer, for which the Colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e., HVPN/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 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.

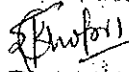
For Swifttrans International Pvt. Ltd.


Director

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- d) 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.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospitals, 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.

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No third party rights will be created without obtaining the prior permission of the Director, Town and 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 license.

- 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 four years of the grant of license.

For Swireas International Pvt. Ltd.

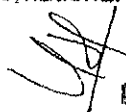
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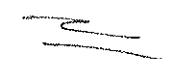
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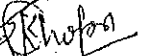
- h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the Building bye-Laws and regulation in force in the area and shall be in addition be governed by building bye laws as per the NBC with regard 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-1 (b) of the Agreement.
- (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 License.
- (iii) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units, and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room alongwith bath and WC.
- (iv) 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.

For Swiftrans International Pvt. Ltd.


Director


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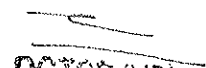
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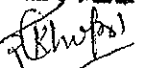
- (v) That the Owner shall deposit Infrastructure Development Charges @ Rs.320/- per sq. meter of the area under group housing development and @ Rs.500/- per sq. meter for the area under commercial component in two equal installments. The first installment of the Infrastructure Development the Owner would deposited within sixty days from the date of grant of the license and the second installment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay period.
- 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 directions 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. That the Owner shall make arrangement for water supply, sewerage,

For Swiftrans International Pvt. Ltd.


Director

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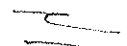
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drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to laid by HUDA.

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 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 the Owner.
3. Upon cancellation of the license under Clause-2 above, the 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 up to 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 completion certificate under Rule-16 or earlier in case the Owner is relieved of the

For Swift International Pvt. Ltd.


Director


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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.

7. That the "Ultimate Power Load Requirement" of the Group Housing project shall be conveyed by the owner 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 with in licensed land for Transformers/Switching Station/ Electric Sub-Station as per the norms prescribed by the power utility in the zoning plan of the project.

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

For Swiftrans International Pvt. Ltd.


Director


AUTHORISED SIGNATORY

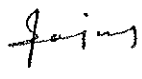
FOR AND ON BEHALF OF THE OWNER

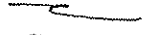
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WITNESSES

- 
1. K. S. Bishr
223, HBC, Sec-40
Gurgaon (HR)

2. 
SANJAY GUSAIN
C-10, BHARAT VIHAR
RAJA PURI NEW DELHI 59


Director General
Town & Country Planning
Haryana, Chandigarh



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FORM LC-IV-A

[See rule 11 (1) (h)]

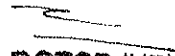
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BILATERAL AGREEMENT BY THE OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This AGREEMENT is made on this ^{12th} ~~22nd~~ day of ^{JANUARY} ~~November~~, 2012 (Two Thousand ^{TWELVE} ~~Eleven~~) between M/s. Swiftrans International Private Limited, and M/s. Upcountry Land and Projects Private Limited, Companies incorporated under the provisions of the Companies Act, 1956 having their registered office at B-27, Pushpanjali Enclave, Pitampura, Delhi - 110034, through its Director/Authorised Signatory, namely, Sh. Ajay Singal S/o Sh. R.K. Singal R/o. C-187, Pushpanjali Enclave, Pitampura, Delhi- 110034 (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.

For Swiftrans International Pvt. Ltd.


Director


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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 granted for setting up of a Group Housing Colony on land measuring 10.343 acres falling in the revenue estate of Village - Garhi Alawalpur, (Sector -24) Dharuhera, District Rewari, Haryana.

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 colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives, authorised 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 building bye-laws and the regulations in force in that area and shall conform to National Building Code with regard to the inter-se distances between various

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(Signature)
D. A. (HQ)

For Swiftmas International Pvt. Ltd.

(Signature)
Director

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(Signature)
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blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

- 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, 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.

No third party right will be created without obtaining the prior permission 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.

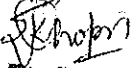
- d) (i) That the Owner undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate, schedule and conditions annexed hereto.
- (ii) That the rates, schedule and terms and conditions of External Development Charges as mentioned above 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.

For Swifttrans International Pvt. Ltd.


Director

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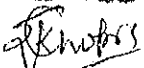
- e) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders/plot holders @ Rs. N/A /- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.
- f) That the Owner shall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

For Swifttrans International Pvt. Ltd.


Director


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- 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.320/- per sq. meter of the area under Group Housing Colony and @ Rs.500/- per sq. meter for commercial area (0.052 acres), in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited within sixty days from the date of grant of license and the second installment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delayed period.
- m)- That the Owner shall carry out at his own expenses any other work 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 maximum @ Rs.1,50,000/- per flat by the colonizers with following eligible criteria:
- i)- Any person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA Sector/licensed Colony in any Urban Areas in the State, will be eligible for making the application.

For Swiftreka International Pvt. Ltd.


Director

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- ii) That for the allotment of the flats the owner 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 shall also announce the tentative number of flats, its price along with sizes available for such sale.
- iii) That first preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- iv) That complete scheme shall be floated for allotment in one go within four months of grant of license or sanctioned of building plans whichever is later and possession of flats shall be offered within the valid license period of 4 years.
- v) That the Owner will make the scheme transparent, advertisement will be given in one of the leading English National dailies like Hindustan Times, Times of India, English Tribune and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of flats, size etc.
- vi) The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director, Town and Country Planning (DTCP) and Developer/Colonizer concerned.

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D. A. (HQ)

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Director

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- vii) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (iv) above.
- viii) 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 due publicity and in the presence of the representative of the State Government. The successful applicant will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time prescribed by the owner.
- ix) 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.
- x) That no annual maintenance charges are recoverable from EWS plot/flat holder. However colonizer/association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries if such services are provided by the colonizer/Association.
- xi) That the owner will get commensurate number of building plans of EWS main component approved while submitting the building plans of main component in Group Housing Colonies.
- xii) Colonizer can execute a Plot/ flat buyer agreement with the allottees of the EWS plot/flat, but the same should be within the purview of the EWS policy framed by the state government.

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R. K. Singh
D. A. (HQ)

For Swifttrans International Pvt. Ltd.

[Signature]
Director

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[Signature]
DGTC (HR)
CHDZ

xiii) That owner will ensure that at the time of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for allotted colonies that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted.

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

xv) That the allotment of these plots/flats can also be made with approval of the Govt. to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP and DTP. This category may include slumdweller, occupying precious Govt. land and who have constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decisions/court orders or the persons who have to be allotted oustees quota but the same are not readily available with HUDA/Govt.

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

o) That the Owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, 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.

For Swiftrms International Pvt. Ltd.


Director


D. A. (HQ)
CND

VETTED

D. A. (HQ)

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:

- i)- the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- ii)- 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;
- iii)- 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.
- iv) 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 unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of 5 (five) 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

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D. A. (HQ)

For Swiftpac International Pvt. Ltd.

[Signature]

[Signature]
DGTCF (HR)
CHD

Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

- v) 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 30 (thirty) days on demand.
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 cases and notwithstanding 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, 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.

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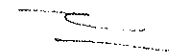


D. A. (HQ)

For Director, Chandigarh



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DIRECTOR (HR)
CHD

6. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainages etc. to the satisfaction of the DTCP till the services are made available from the external infrastructure to be laid by HUDA.
7. That the Owner shall pay labour cess charges as per policy of Government dated 25.02.2010.
8. 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 months period from the date of grant of License to enable provision of site in Licensed land for transformers/switching stations/electrical sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.
9. That any other conditions which the Director may think necessary in public interest can be imposed.

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 D. A. (HQ)

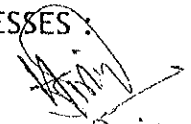
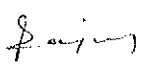
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

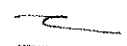
For Swifttrans International Pvt. Ltd.


 Director

AUTHOSIED SIGNATORY
 FOR AND ON BEHALF OF THE OWNER

WITNESSES:

1. 
 W. S. Bisht
 223, HRC, Sec-40
 Gurgaon (HR)
2. 
 SANYAL KUSUM
 C-10 BHARAT VIHAR RAJAPURTI II
 NEW DELHI 59

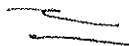

 Director General
 Town & Country Planning
 Haryana, Chandigarh

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

LICENCE NO. 01. OF 2012

1. This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules 1976, made there under to Swifttrans International Pvt Ltd Upcountry Land and Projects Pvt Ltd, 3rd Floor, Ninex City Mart, Sohna Road, Gurgaon 122009 to develop a Group Housing Colony on the land measuring 10.343 acres falling on the revenue estates of village Garhi Aalwalpur, Sector-24, Dharuhera, District Rewari.
2. The particular of the land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director General, Town & Country Planning, Haryana.
3. The Licence is granted subject to the following conditions:
 - a) That the Group Housing Colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
 - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
 - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony for the approval of zoning plan.
4. That the licensee shall construct the portion of service road forming part of licenced area at his own cost and will transfer the same free of cost to the Government along with area falling in Green belt.
5. That the portion of Sector/Master plan road which shall form part of the licenced area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
6. That licensee shall have no objection to the regularization of the boundaries of the licenced area through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration services. The decision of the competent authority shall be binding in this regard.
7. That the licensee shall not give any advertisement for sale of shops/floor/flats in colony before the approval of layout plan/building plans.
8. That licensee shall obtain approval/NOC from Competent Authority to fulfill requirement of notification dated 14.09.2006 of Ministry of Environment & Forest, Govt of India before starting the development works of the colony.
9. That the licensee will use only CFL fittings for internal as well as for campus lighting in residential colony.
10. That licensee will 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 date of grant of license to enable provision of site in license land for Transformers/Switchgear Stations/Electric Sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.
11. That development /construction cost of 24m/18m/15m wide major internal roads is included in the EDC rates and you shall pay the proportionate cost for acquisition of land along with the construction cost of the same as and when finalized and demanded by DGTCPC, Haryana.
12. The licence is valid up to 11-1-2016.

Chandigarh the Dated: 12-1-2012.


(T.C. GUPTA, IAS)
Director General
Town & Country Planning
Haryana, Chandigarh
Email: - tcphry@gmail.com