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

License No. 80. of 2012

This License has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to Airmid Developers Ltd., Mariana Developers & Albina Properties Pvt. Ltd. C/o Airmid Developers Ltd., Plot No. 448-451, Udyog Vihar, Phase V, Gurgaon for setting up of RESIDENTIAL GROUP HOUSING COLONY on the land measuring 24.10 acres in the revenue estate of village Pawala Khusrupur, Sector 106, Gurgaon - Manesar Urban Complex.

- The particulars of the land wherein the aforesaid Group Housing Colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director General, Town & Country Planning, Haryana.
- The License granted is subject to the following conditions:
  - a) That the Group Housing Colony area is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.
  - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
- That you will construct 24 mtrs wide internal circulation road passing through your site at your own cost and the portion of road shall be transferred free of cost to the Government.
- 4. That the portion of Sector/Master plan road which shall form part of the licensed area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
- That the licensee will not issue any advertisement for sale of flats/office/floor area in colony before the approval of layout plan/building plan.
- 6. That you will have no objection to the regularization of the boundaries of the license through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration service. The decision of the competent authority shall be binding in this regard.
- 7. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14-09-2006 of Ministry of Environment & Forest, Government of India and clearance from the PLPA, 1900 before starting the development works of the colony.
- That the developer will use only CFL fittings for internal lighting as well as campus lighting.
- 9. That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, with in two months period from the date of grant of license to enable provision of site in your land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the building plan of the project.
- 10. That you shall make arrangement for water supply, sewerage, drainage etc, to the satisfaction of the competent authority till the external services are made available from the external infrastructure to be laid by HUDA.
- That you shall provide the rain water harvesting system as per Central Ground Water Authority Norms/ Haryana Government notification as applicable.

- 12. That you shall provide the Solar Water Heating System as per by HAREDA and shall be made operational where applicable before applying for an occupation certificate.
- 13. That at the time of booking of the flats in the licensed colony, if the specified rates of plots/flats do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the plots/flats owners, you shall also provide details of calculations per sq. mtrs./per. sq. ft. to the allottee while raising such demand from the plots/flats owners.
- That you shall abide with the policy dated 03.02.2010 related to allotment of EWS Flats/Plots.
- 15. That you shall deposit the labour cess, as applicable as per Rules before approval of building plans.

16. The license is valid up to 16/8/2016

Dated: The 17/8/2012. Chandigarh (T.C. Gupta, IAS)

Director General, Town & Country Planning

Haryana, Chandigarh

email: tcphry@gmail.com

Endst. No . LC-2593-JE(VA)-2012/ 15503

Dated: 22 3 12

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

Airmid Developers Ltd., Mariana Developers & Albina Properties Pvt. Ltd. C/o Airmid Developers Ltd., Plot No. 448-451, Udyog Vihar, Phase-V, Gurgaon alongwith a copy of agreement, LC-IV B & Bilateral Agreement and Zoning Plan.

Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.

3. Chief Administrator, HUDA, Panchkula.

4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.

- Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
- Joint Director, Environment Haryana Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
- 7. Addl. Director Urban Estates, Haryana, Panchkula.

8. Administrator, HUDA, Gurgaon.

Chief Engineer, HUDA, Gurgaon.

10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.

11. Land Acquisition Officer, Gurgaon.

12. Senior Town Planner, Gurgaon alongwith a copy of Zoning Plan.

13. Senior Town Planner (Enforcement), Haryana, Chandigarh.

14. District Town Planner, Gurgaon along with a copy of agreement & Zoning Plan.

15. Chief Accounts Officer O/o DGTCP, Haryana.

 Accounts Officer, O/o Director General, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

District form/Planner (HQ)
For Director General Town & Country Planning
Haryana Chandigarh

## To be read with Licence No..... of 2012//7 8

1. Detail of land owned by Airmid Developers Ltd., District-Gurgaon.

Village	Rect No.	Killa No.	Area
•			KM
Pawala	18	21	80
Khusrupur		22/2	40
	19	16/2	4—0
		24	80
		25	80
	22	5	7—3
		6	80
		15/1	40
	•	27	0-17
	23	1	8-0
	•	2	8—0
		3	47
		9/2	39
		10	7-13
•	22	. 7	80
•		1	otal 919

2. Detail of land owned by Mariana Developers Ltd., District-Gurgaon.

Village	Rect No.	Killa No.	<u>Area</u> K—M
Pawala	19	23	80
Khusrupur	22	4	80
		- 13	80
	22	3	0—8
		18/2	3—5
	19	22/2	4-0
	22	8	80
	•	14	8—7
	22	1/2/2	1—3
	•	2/1/2	0—10
	•	2/2	2-7
•		9/2	3-12
		10	5—16
	_	12/1	20
	19	22/1 min	0-7
·	21	, <b>5</b>	5-12
	22	1/1	6 <del></del> 5
		1/2/1	0—12
		2/1/1	10

#### Total 87-10

3. Detail of land owned by Albina Properties Ltd.

	•		K—M	
Pawala	22	2/3	3 <b>—3</b>	•
Khusrupur		9/1	4—8	
		12/2	5—3	
		18/3	1—3	
		Tot	al 1317	
		Grand Total	192-16 0	- 24 1 000

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LC-IV

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

This Agreement is made on this / 7 day of 2012

Between

M/s Airmid Developers Limited (hereinafter called the "Developer") and M/s Albina Properties Limited and Mariana Developers Limited company registered under the provisions of the Companies Act and having its registered office at 1A, Hamilton House, 1st Floor, Connaught Place, New Delhi - 110 001 (hereinafter called the 'OWNER') acting through its authorized signatory namely Mr. Satinder Singh Virk son of Late Shri B S Virk , Resident of House No 2118, Ground Floor, Sector 35C, Chandigarh -16002 Which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assigns of the ONE PART.

And

∦ (ΩH, The Courtry of Haryana, acting through the Director General, Town & Country Planning, Haryana (hereitafter referred to as the "DIRECTOR GENERAL") of the OTHER PART.

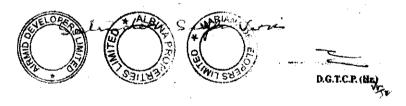
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iEREAS the Owner is well entitled to the land mentioned in Annexure hereto for the purposes of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of 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 24.10 acre falling in the revenue estate of Sec 106, Village Pawala Khusrupur, Tehsil and District Gurgaon, Haryana.

#### NOW THIS DEED WITNESSETH 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 Rules-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, the Owner hereby covenants as follows:
  - a. That the Owner undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the group housing scheme, as per the rate schedule, terms and condition hereto:
    - i. That the Owner shall pay the proportionate EDC at the rate of Rs. 213.30 Lacs per gross acre of total Group Housing component of 23.9795 acres and at rate of Rs. 284.603 lacs per gross acre of total Commercial component of 0.1205 acres under the said Group Housing Colony with total gross area of 24.10 acres. These charges shall be, payable to Haryana Urban Development Authority through the Director Town and Country Planning, Haryana, either in lump sum with in 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e.
      - a) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
      - b) 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.
    - 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.
    - iii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
    - iv. In case HUDA executes external development works and completes the same before the final payment of EDC the Director shall be empowered to call upon





the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Owner shall be bound to make the payment within the period so specified.

- Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- vi. The Owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from HVPNIL, then the Director shall recover the cost from the Owner 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, for which the Owner 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/Ultar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.
- vii. No EDC would be recovered from Economically Weaker Section (EWS)/Lower Income Group (LIG) categories of allottees.
- b. That the Owner 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 the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon which the Owner shall transfer all such roads, open spaces, public parks an public health services free of cost to the Covernment or the local authority, as the case may be.

The Owner shall undertake to 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, within a period of four years from the date of grant of License extendable by the Director for another period of two years, for reasons recorded in writing, failing which the land shall vest with the Government after such period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including the local authority, for the said purposes, on such terms and conditions.

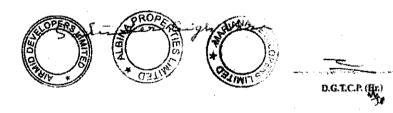
No third party rights on the community sites shall be created without the obtaining the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

c. That the Owner shall be individually as well as jointly responsible for the individual plan of licences area as well as total combined plans of the licenced area as a whole.

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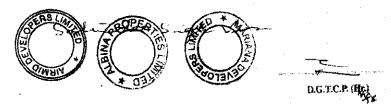
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- That the Owner shall complete the Internal Development Works within two years of the grant of Licence
- That the Owner undertakes to pay proportionate EDC for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in clause-1 (a) of the agreement.
  - i. That the rates, schedule and terms and conditions of EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from date of grant of licence.
  - ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building 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)
  - That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq ft. which will cater to the minimum size of the room along with bath and water closet.
  - iv. That in case of the said Group Housing Colony the Owner 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 owners towards meeting the cost of internal development works and construction works in the colony.
  - 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.
- f. That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 625/- per square meter for group housing component and Rs. 1000/- per square 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 within sixty days from the date of the grant of the license and the 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 payment of installment





- g. 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 said Group Housing Colony.
- h. That the Owner 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 shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
- j. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.
- 2. Provided always also it is hereby agreed that should 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, than in case and notwithstanding 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, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 and all the Subsequent amendments made in the Acts and Rules. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
  - 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 licence to enable provision to site in licenced land Transformers/Switching Stations/Electric Sub Stations as per norms prescribed by the power utility in the zoning plan of the project.
  - 5. The stamp duty and registration charges on this deed shall be borne by the Owner.
  - 6. The expression "Owner" hereinbefore used/ shall include their heirs, legal representatives, successors and permitted assignees.
  - 7. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owner release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group



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

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the 22<sup>rd</sup> day of Feb 2012 first above written

WITNESSES:

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Director General Town and Country Planning, Haryana, Chandigarh For and on behalf of the Governor of Haryana

Director General
Town and Country Planning,
Haryana, Chandigarb



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### FORM LC-IV-D

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COMMERCIAL COLONY/COMPLEX

This Agreement is made on this 17 day of Aveux, 2012

#### BETWEEN

Ws Airmid Developers Limited (hereinafter called the "Developer") and M/s Albina Properties Limited (hereinafter called the "OWNER") company incorporated under the provisions of the Companies Act 1958 and having its office at 1A, Hamilton House, 1st Floor, Connaught Place, VETTED New Delhi – 110 001 acting through its authorized signatory namely Mr. Satinder Singh Virk son of Late Shri B S Virk resident of House No 2118, Ground Floor, Sec 35 C, Chandigarh-160022 (hereinafter called the "OWNER") of the ONE PART.

D. A. (HQ)

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 the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner shall enter into a bilateral agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Commercial Colony/Complex on the land measuring 5.45 acres at Sec 106, Village Pawala Khesrupur, District Gurgaon, 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 WITNESSETH AS UNDER:

- 1. In consideration of the Director agreeing to grant license to the Owner to set up the said Commercial Colony/Complex on the land mentioned in Annexure hereto on the fulfillment of the conditions of this Bilateral Agreement, the Owner, 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, the Owner
  - a. That the Owner undertakes to pay proportionate External Development Charges ("EDC") as per the rate schedule, terms and condition hereunder:
    - That the Owner shall pay the proportionate EDC at the rate of Rs. 332.036 lacs per gross acre for said Commercial Colony/Complex. These charges shall be payable to Haryana Urban Development Authority through the Director Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of the license or in Twelve equal quarterly installments of 8.33% each in the following manner:
- D. A. HOL
- a) First installment shall be payable within a period of 30 days from the date of the grant of license.
- b) Balance 91.67% in eleven quarterly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount
- c) Owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 332,036 lacs per gross acre.
- ii. For the grant of Completion Certificate, the payment of EDC shall be the prerequisite along with the valid license and the Bank Guarantee.
- iii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
- iv. That the Owner shall derive maximum net profit @ 15% of the total project cost of development of a said Commercial Colony/Complex after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government treasury by the Owner.

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

- v. The Owner shall submit the certificate to the Director within 30 days of the full and final completion of the Project from a chartered accountant that the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- vi. In case Haryana Urban Development Authority executes external development works before the final payment of EDC the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Owner shall be bound to make the payment within the period so specified.
  - Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
  - b. The Owner shall arrange the electric connection from outside source for electrification of their said Commercial Colony/Complex from the Haryana Vidhyut Parsaran Nigam Limited. If the Owner fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Commercial Colony/Complex shall be responsibility of the Owner, for which the Owner will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical Services" HVPNL/UHBVNL/DHBVNL, Uttar Haryana Bijli Vitran Nigam Limited /Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Commercial Colony/Complex.
  - c. That the rates, schedule terms and conditions of EDC may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance charges, if any, in accordance with rates, schedule and terms and conditions so determined by the Director.
  - d. That the Owner shall be responsible for the maintenance and upkeep of the said Commercial Colony/Complex for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility.
  - e. That the Owner shall be individually as well as jointly be responsible for the development of Commercial Colony/Complex.
  - f. That the Owner shall complete the internal development works within the year of the grant of licence.

g. That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 1000/- per square meter of the gross area of said Commercial Colony/Complex in two equal installments. The first installment of the IDC of all because the by the Owner within

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sixty days from the date of the grant of the license and the 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 payment of installment

- h. 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 said Commercial Colony/Complex.
- i. That the Owner shall permit the Director, or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Commercial Colony/Complex and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- J. That without prejudice to anything contained in this agreement all the provisions contained in the Act and Rules shall be binding on the Owner.
- k. The Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is functional
- 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 licence to enable provision to site in licenced land Transformers/Switching Stations/Electric Sub Stations as per norms prescribed by the power utility in the zoning plan of the project.
- Provided always and it is hereby agreed that if the Owner 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 previous clause or right, the director, may cancel the license granted to the Owner.
- 3. Upon cancellation of the license under clause 4 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. The bank guarantee in that event shall stand forfeited in favor of the Director.
- 4. The stamp duty and registration charges on this deed shall be borne by the Owner.
- 5. After the layout and development works or part thereof in respect of the said Commercial Colony/Complex 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 said Commercial Colony/Complex is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Commercial Colony/Complex shall

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VEITED D. A. HO) 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 Commercial Colony/Complex or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

- 6. That any other condition which the Director may think necessary in public interest can be imposed.
- 7. The expression "the Owner" hereinbefore used shall include his heirs, legal, representative, and successors and permitted assignees.
- 8. That the Owner shall pay the labour cess charges as per the Government Policy dated 25.02.10

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON 221 DAY OF FEBRUARY AND YEAR 2012 FIRST ABOVE WRITTEN

VETTED Stropie D. A. HQ)

WITNESSES

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H.No- 3327, See-23 Curgaon 122001

Director General Town and Country Planning, Haryana, Chandigarh