

हरियाणा HARYANA

585871

LC-IV

**AGREEMENT OWNER OF LAND INTENDING TO SET UP A COMMERCIAL COLONY**

This agreement is made on this 21<sup>st</sup> day of January, 2008 (Two Thousand Eight) between Mr. Sandeep Chhillar Director, M/S Landmark Apartments Pvt. Ltd. having its registered / Corporate office at A-11 C.R. Park, New Delhi, (hereinafter called the "Promisee") 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 possession of the land mentioned in the Annexure hereto for the purpose of the converting the same into commercial colony.

AND WHEREAS under Rule-11 of the Haryana Development and regulation of urban areas rules. 1976 (herein referred to as the said "Rules" ). And the conditions laid therein for grant of license is that the Promisee shall enter into an 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 at village Badshapur Sec-66, Distt.Gurgaon, Haryana.

VETTED  
D.A. AND  
D.T.C.P. Hr.  
m

For Landmark Apartments Pvt. Ltd.

Authorized Signatory

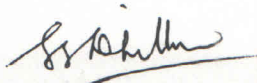
**NOW THIS DEED WITNESSTH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the Owner to setup the said commercial colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of Haryana Development and regulation of Urban Areas rules , 1976 by the owner , here-by covenants as follows:-
- a). 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. 104.44 Lacs per gross Acre for commercial colony on the land measuring 2.88 Acres. These charges shall be payable to Haryana urban development authority through the Director, Town And Country Planning, Haryana either in lump-sum within 30 days from the date of grant of license or in eight equated quarterly installments of 12.5 % each in following manner.:
    - a) First Installment of 12.5% shall be payable within a period of 30 days from the date of grant of license.
    - b) Balance 87.5% in seven equated quarterly installment along with interest at the rate of 15% (Simple) per annum on the unpaid portion of the amount worked out at the tentative rate of Rs 104.44 Lacs per gross Acre.
    - c) The owner shall furnish bank guarantee equal to 25% of the amount work out at the tentative rate of Rs.104.44 Lacs per gross acre.
  - ii) The EDC rates for Gurgaon Manesar Urban Complex Development Plan 2021 are 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.
  - iii) For grant of a completion certificate, the payment of EDC shall be prerequisite along with valid license and bank guarantee.
  - iv) The unpaid amount of EDC would carry an interest of 15% (Simple) per annum and in case of any delay in payment of installment on the due date an additional penal interest of 3% per annum (making the total payable interest 18% simple per annum) would be chargeable up to a period of 3 months and an additional 3 months with the permission of Director.


  
**D.T.C.P.Hr.**

Landmark Apartments Pvt. Ltd.  
  
Authorised Signatory

- v) ✓ In case the HUDA executes external development works before final payment of EDC the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in 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.
- vi) ✓ Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- vii) ✓ The Owner shall arrange the electric connection from outside source for electrification of their colony from HVPN. If the Owner fails to seek the electric connection from HVPN then the Director shall recover the cost from Owner and deposit the same with HVPN. However the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibilities of the colonizer for which the colonizer will be required to get the electrical distribution service plan/estimates approved from the agency responsible for installation of 'External electrical services' i.e HVPN /UH BVNL/DH BVNL. Haryana complete the same before of obtaining occupation completion certificate of the colony.
- d) ✓ That the rates, schedule and terms and conditions of External Development Charges may be revised by the Director during the period of license as and when necessary and the owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and condition so determined by the Director.
- e) ✓ That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of the completion certificate under Rule-16, of the Rules, unless earlier relived of this responsibility
- f) ✓ That the Owner shall be individually as well as jointly be responsible for the development of the commercial colony.
- g) ✓ That Owner shall complete the internal development work within One years of the grant of the license.
- h) ✓ That the Owner shall deposit infrastructure development charges @ Rs. 1000 per sq.mtr of the total gross area of the colony in two equal installments. The first installment of the I.D. charges shall be deposited by the Owner within sixty days from the date of grant of license and the second installment with in six months from the date grant of license. The unpaid amount of I.D. charges shall carry in interest @ 18% (Simple) per annum for the delay in the payment of installments.
- i) ✓ That the Owner shall carry out of his own expenses any other works with the Director may think necessary and reasonable in the interest of proper development of the colony.

  
D.T.C.P.Hr.

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- j) That the Owner shall permit the Director , or any other officer authorized by him in this behalf to inspect the execution of the development work in the colony and Owner shall carry out all directions issued by him for insuring due compliance of the development work in accordance with the license granted.
- k) That without prejudice to any thing contained in this agreement, all the provisions contained in the act and rules shall be binding on the owner.
- l) That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by the HUDA and the same is made functional.
- 2) Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this agreement or bilateral agreement or violate any provision of the Act or the Rules, then and in cases not withstanding the waiver of any pervious 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 Areas Act, 1975 and the Haryana Development and Regulation 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 born by the Owner.
- 5) The Expression "The Owner "herein before used shall include his heirs, legal representatives, successors and permitted assignees.
- 6) After the development work in respect of the commercial colony or part thereof have been completed by the Owner in accordance with the approved plans and specifications and a completion certificate in respect thereof has 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. Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of five year from the date 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.

*[Handwritten Signature]*  
**D.T.C.P. Hr.**

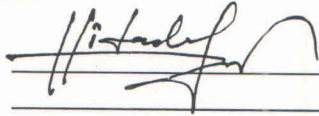
Landmark Apartments Pvt. Ltd.

*[Handwritten Signature]*  
Authorised Signatory

NETTED  
A. ( )

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

Witness:


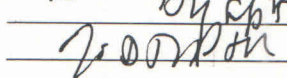
1. 
2. \_\_\_\_\_

Landmark Apartments Pvt. Ltd.

  
Authorised Signatory

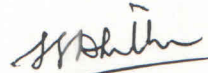
For Landmark Apartments Pvt. Ltd.  
The Promisee

Witness:

1. 
2. 

Director:

Director, Town & Country Planning  
Haryana, Chandigarh



Director  
Town & Country Planning,  
Haryana, Chandigarh 

VETTED



D.A. (HCP)