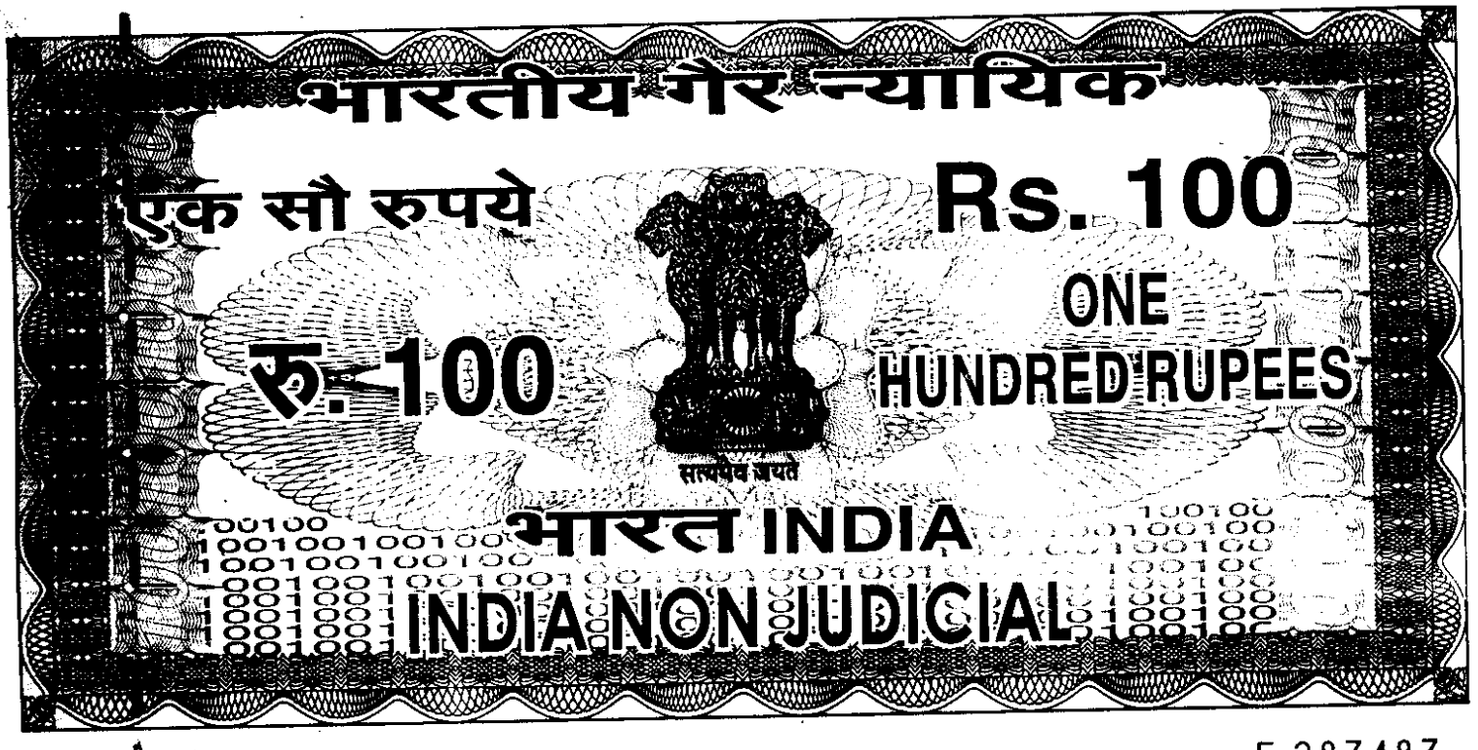


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FORM LC- IV

Agreement by owners of land intending to set up a Group Housing Colony

This agreement made on the 19th day of February 2008 between

M/s. Ram Prastha Builders Pvt. Ltd.,
M/s. Ram Prastha Realtors Pvt. Ltd.,
M/s. Ram Prastha Developers Pvt. Ltd.,
M/s. Ram Prastha Promoters Pvt. Ltd.,
M/s. S.A. Infracon Pvt. Ltd.,
M/s. Ram Prastha Buildtech Pvt. Ltd.,
M/s. Ram Prastha Township Pvt. Ltd.,
M/s. Nufurn Pvt. Ltd.,
M/s. B.S.Y. Infrastructure Pvt. Ltd.,
M/s. B.S.Y. Developers Pvt. Ltd.,
M/s. Ram Prastha Estate Pvt. Ltd.,
M/s. S.A. Infratech Pvt.Ltd.,

VETTED D.A. (HQ.)

D.T.C.P. Hr.

C/o M/s. S.A. Infratech Pvt. Ltd., C-10, C-Block, Vasant Vihar Market, New Delhi, through its authorized signatory **Shri Arvind Walia, S/o Sh. Harbhagwan Singh.** (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 or otherwise well w\entitled to the land mentioned in Annexure here to for the purposes of converting into residential colony;

And whereas under rule 11, of the Haryana Development and Regulation of Urban Arear 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 60.5112 Acres falling in Revenue Estate of Village **Gadauli Kalan in Sector 37 D in Tehsil & 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 colony on the land mentioned in Annexure here to on the fulfillment of all conditions laid down in rule 11 of the Haryana Development and Regulation of Urban Arear Rules, 1976(hereinafter referred to as the said "Rules"), by the owner the owner hereby convents as follows:-

VETTED D.A. (HQ)

a) That the owner shall deposit 30%(Thirty percent) of the amount realized by him from flat holders from time to time within ten(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 towards meeting the cost of internal development works and the construction works in the colony

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

D.T.C.P. Hry.

(i) That the owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 104.44 lacs per gross acre for Group Housing Colony . These charges shall be , Payable to Haryana Urban Development Authority through the director, Town and Country Planning, Haryana either in Lumpsum within 30 days from the date of grant of License or in eight equal six monthly instalments of 12.5% each i.e:-

(a) The first installment of 12.5% of thr amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

(b) Balance i.e 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 104.44 lacs per gross for group housing.

(ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are being finalized. There is likelihood of some substantial increase in the 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 Additional Bank Guarantee, if any, on the enhanced EDC rates.

(iii) In case the colonizer 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 15% 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 interest as 18% per annum) would be chargeable up to a period of three months and an additional three months with the permission of D.T.C.P.

(v) In case the HUDA executing external development works completes the same before the due and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay

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D.T.C.P. Hr.

the EDC even before completion of four years period and the Colonizer shall 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 colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN the Director, Town & Country Planning will recover that cost from the colonizer 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 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 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 the completion certificate under rule 16 unless earlier relieved of this responsibility. when 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) That the owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, clinics, 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 community buildings, in which case the Government shall be at liberty to transfer such land to any other person or institution including a Local Authority on such terms and conditions as it may lay down.

VETTED D.A. (HQ.)

D.T.C.P. Hr.

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 Colonizer within a time period of three years from the date of grant of license.

e) That the owner shall be individually as well as jointly 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.

f) That the owner shall complete the internal development works within two years of the grant of the license.

g) That the Owner shall undertakes to pay proportionate external development charges (EDC) for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in Clause 1-(b) of the agreement.

i) The these rates, schedule, terms 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 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.

ii) 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 in addition be governed by the NBC with regard to light and ventilation, fire safety, structural safety, sanitary requirements and circulation (vertical & horizontal) standards.

iii) That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plan/detailed estimates together with the Bank Guarantee

VETTED D.A. (HQ.)

D.T.C.P. Hr.

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.

iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and the 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 & Water Closet.

v) That in case of Group Housing, the Owner shall deposit 30% of the amount realized by him from flat holders from time to time within 10 days of its realization in separate account to be maintained in a scheduled band 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.

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. 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 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.

VETTED D.A. (HQ.)

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

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

h) That the Owner shall deposit infrastructure development charges at the rate of Rs.625/- per sq. mtr. for the group housing area measuring 14.719 acres and @ Rs.1000/-

D.T.C.P. Hr.

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per sq. mtr. on commercial component of 0.074 acres for the total flatted area of the colony. The First installment of the infrastructure development charges would be deposited by te owner within 60 days from the date of grant of licence and the second installment to be deposited within 6 months from the date of grant of license.

i) 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.

j) 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 Colonizer 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.

k) 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.

l) That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till completion of external sewerage system by HUDA and make 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 provision of the Act or Rules, then and in any such cases, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to him.

VETTED D.A. (HQ.)

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

D.T.C.P. Hr.

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 that "The Owner" herein before used shall include his heirs, legal representatives, successors and permitted assigns.

6. 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 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, provided if the completion of Group Housing is taken in parts, only the part of Bank Guarantee corresponding to the part of the Group Housing completed 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 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 is relieved of the responsibilities in this behalf by the Government. However the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the owner.

VETTED D.A. (HQ.)

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

OWNER

1) Witnesses:- Singh

i) Dharmender Singh S/o 161 HEWO

ii) APPSt. Sect-31 Gurgaon

Dated: _____

2)

Director

For & on behalf of the Governor of Haryana

i) _____

ii) _____

Dated: _____

Director
Town & Country Planning,
Haryana, Chandigarh.



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FORM LC-IV-A

Bilateral Agreement by owner of land intending to set up a Group Housing Colony.

This agreement made on the 19th day of February, 2008 between

M/s. Ram Prastha Builders Pvt. Ltd.,
M/s. Ram Prastha Realtors Pvt. Ltd.,
M/s. Ram Prastha Developers Pvt. Ltd.,
M/s. Ram Prastha Promoters Pvt. Ltd.,
M/s. S.A. Infracon Pvt. Ltd.,
M/s. Ram Prastha Buildtech Pvt. Ltd.,
M/s. Ram Prastha Township Pvt. Ltd.,
M/s. Nufurn Pvt. Ltd.,
M/s. B.S.Y. Infrastructure Pvt. Ltd.,
M/s. B.S.Y Developers Pvt. Ltd.,
M/s. Ram Prastha Estate Pvt. Ltd.,
12) M/s. S.A. Infratech Pvt. Ltd.,

VETTED (HQ.)

D.T.C.P. H.

C/o M/s. S.A. Infratech Pvt. Ltd., C-10, C-block, Vasant Vihar Market, New Delhi, through its authorized signatory Shri Arvind Walia, S/o. Sh. Harbhagwan Singh. (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 in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas 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 **60.5112 acres** falling in the revenue estate of village **Gadauli Kalan, Sector-37D in Tehsil & District Gurgaon**.

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 FOLLOW:

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 hereto and on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives authorized agents, assignees, executors, etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follow:-

   (a) That in 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 that 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet, which will cater to the minimum size of the room along with bath and water closet.

VETTED D.T.P. (HQ.)

D.T.C.P. Hry.

(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).

(c) 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 by the owner.

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 buildings/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 shall be created without obtaining the prior permissions of the Director, Town and 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 proportional 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 rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.

VETTED D.A. (HQ.)

(e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @ Rs. 928975/ per

D.T.C.P. Hr.

gross acre which is a tentative charge only for construction of a portion of the total community buildings.

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

(g) That the owner shall abide by the provisions of the Haryana Apartment 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 Apartment Ownership Act, 1983.

(i) That the owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, 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 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 the construction works in the colony.

VETTED D.A. (HQ)

(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 the development works in accordance with the license granted.

D.T.C.P. Hr.

deposited by the owners within 60 days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. failing which the owner/colonizer shall pay interest @ 18% per annum..

(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. or otherwise approved. These flats shall be allotted on the basis of the price charged by the 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 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.

(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 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 terms and conditions of the sale within the stipulated time period prescribed by the owner.

D.T.C.P. Hr.

(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.

(iv) 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, surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities / facilities in his colony for the benefit of the residents therein.

Further the owner shall submit the following certificates to the Director within ninety(90) days of the full and final completion of the project from a 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 prices.

iii) The owner 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 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.

VETTED C.A. (HQ.)

(o) 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 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, 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 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof, as the case may be, for a period of 5 years from the

D.T.C.P. Hr.

date of issue of the completion certificate under rule 16 or earlier in case the owner is

(p) That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the 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 days on demand.

That the owners shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of D.T.C.P till these services are made available from external infrastructure to be laid by HUDA.

2. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this agreement or violates 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 him.

VETTED D.A. (HQ.)

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 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 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.

D.T.C.P. H.

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.

WITNESS

1. Signature _____
   Name DHARMANDER SINGH
   Date _____
   Address IGI HEWO APPRT. Sect-31 Gurgaon

2. Signature _____
   Name _____
   Date _____
   Address _____

1. Signature _____
   Name _____
   Date _____
   Designation _____

2. Signature _____
   Name _____
   Date _____
   Designation _____

1. Signature _____
   Name Arvind Walia
   Date 24.12.2007
   Address C/o M/s. S.A. Infratech Pvt. Ltd., C-10, C-block, Vasant Vihar Market, New Delhi.

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

Director
Town & Country Planning,
Haryana, Chandigarh.