

Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 13/06/2024	
Certificate No.	G0M2024F714		Stamp Duty Paid : ₹ 101		
GRN No.	117493114		(Rs. Only) Penalty : ₹ 0 (Rs. Zero Only)		
<u>Deponent</u>					
Name :	Sare Gurugram Pvt Ltd				
H.No/Floor :	Na	Sector/Ward :	Na	Landmark :	Na
City/Village :	Gurugram	District :	Gurugram	State :	Haryana
Phone :	95*****49				
					
Purpose : AFFIDAVIT to be submitted at Concerned office					

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FORM LC-IV
(See rule 11)

Agreement by owner / colonizers of land intending to set up a Group Housing colony.

This agreement made on the ____ day of June, 2024 between :

1. M/S SARE Gurugram Pvt. Ltd. (formerly M/s Ramprastha Sare Realty Pvt. Ltd.) having its registered Office at 5th Floor, Wing A, Statesman House, 148, Barakhamba Road, Connaught Place, New Delhi – 110 001 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.
2. M/s Ramprastha Sare Landholding Company Two Private Limited having its registered Office at 6, 383C, Bank Street, Munirka, South Delhi, New Delhi – 110067 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.
3. M/s Ramprastha Sare Landholding Company Five Private Limited having its registered office at 6, 383C, Bank Street, Munirka, South Delhi, New Delhi – 110067 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.

C/o M/s SARE Gurugram Private Limited, having its Corporate and Correspondence address at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana (hereinafter collectively called the “owner / colonizer” through its authorized signatory Mr. Kalagarla Madhusudana Rao) 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 entitled to the land mentioned in Annexure hereto for the purposes of converting into Residential group housing colony;




And whereas in addition to the agreement executed in pursuance of the provisions under rule 11, Haryana Development and Regulations of Urban Area Rules 1976 (hereinafter referred to as "HDRUA Rules" one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony on land measuring 41.775 acres falling in the revenue estate of village Wazirpur & Mewka, District Gurugram, Sector - 92 Gurugram Manesar Urban Complex, through LOI being Memo No. LC-44 of 2009 dated 14.08.2009.

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 the conditions laid down in rule 11 by the owner the owner hereby convents as follows: -
 - (a) That 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 a separate account to be maintained in a scheduled Bank and that this amount shall only be utilized by the Owner towards the cost of internal development works and construction works in the group housing colony.
 - (b) That the owner undertakes to pay proportionate external development charges (edc) as per rate schedule terms and conditions here to.
 - i. That the owner shall pay the proportionate external development charges at the tentative rate of Rs.249.89 Lacs per gross acre for 41.775 acres for Group Housing Colony. These charges shall be payable to the Director, Town and Country Planning, Haryana either in lump-sum within 30 days from the grant of license or 10 equal 6 monthly instalment of 10% each i.e.
 - ii. First instalment of 10% of the amount of external development charges shall be payable within a period of 30 days from the grant of license.
 - iii. Balance 90% in 9 equal 6 monthly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount.
 - iv. That the owner shall pay the EDC as per scheduled date and time as and when demanded by DTCP Haryana.
 - (c) That the owner shall pay the EDC and shall specify the details of calculations per square metre / per sq ft, which is being demanded from the flat owners on account of EDC/IDC, is being charged separately as per rate fixed by the government.
 - (d) The EDC rates may be reviewed. There is a likelihood of some substantial increase in the EDC rates. In the event of an increase in EDC rates the coloniser/owner shall pay the enhanced rate of EDC and the interest on instalments if any from the date of grant of license and shall furnish additional bank guarantee if any on the enhanced EDC.
 - (e) In case the colonizer/owner ask for completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only there after the grant of completion certificate would be considered.
 - (f) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments on due date an additional penal interest of 3% per annum (making the total payable interest at 15% per annum) would be chargeable up to a period of 3 months and an additional 3 months with the permission of DTCP.



- (g) In case the Haryana Shehri Vikas Pradhikaran executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lump sum even before the completion of 5 year, and the colonizer shall be bound to do so.
- (h) Enhanced compensation of land cost if any shall be payable extra as decided by the director from time to time.
- (i) The owner shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the owner fails to seek electric connection from HVPN, the director shall recover the cost from the owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be responsibility of the coloniser for which the coloniser will be required to get the electrical distribution services plan estimates approved from the agency responsible for installation of external services HVPN UHBVNL DHBVNL and complete the same before obtaining completion certificate for the colony.
- (j) No external development charges would be recovered from the economically weaker sections (EWS) lower income group (LIG) category of allottees.
- (k) That the owner shall responsible for the maintenance and up keep 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 of the local authority, as the case may be.
- (l) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centre and other community buildings on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for schools, hospitals, community centre and other community buildings, in which case the institution including a local authority on such terms and condition as it may lay down.
- (m) No 3rd party rights will be created without obtaining the prior permission of Director. All the community buildings will be constructed by the coloniser within a period of 4 years from the date of grant of license.
- (n) That the owner shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area.
- (o) That the owner shall complete the internal development works within 2 years of the grant of license.
- (p) 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 given in clause 1 of this agreement.
- (q) 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 work both for internal and external for the area under group housing scheme within a period of 60 days from the grant of licence.



- (r) 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 square feet which will cater to the minimum size of the room along with bath and WC.
 - (s) That adequate educational, health recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.
 - (t) That the owner shall deposit infrastructure development charges @ Rs.625/-Sq Mtr For group housing area of 41.566 acres add Rs. 1000/- per square metre for commercial component of 0.209 acres in 2 equal instalments. First instalment of the infrastructure development charges shall be deposited by the owner within 60 days from the date of grant of the licence and second instalment within 6 months from the date of grant of the license. The unpaid amount of infrastructure development charges shall carry an interest @ 18% (simple) p.a. for the delay in payments of the instalment
 - (u) 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 the proper development of the colony.
 - (v) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the coloniser shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with licence granted.
 - (w) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.
 - (x) That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSVP and make their own arrangements for temporary disposal or give the requisite land. That the owner shall make arrangements for water supply sewerage drainage etc to the satisfaction of DTCP till services are made available from the external infrastructure to be laid down by HSVP.
2. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
 3. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
 4. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
 5. The implementation of such a mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment get paid as per the prescribed schedule.



6. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.
7. Upon cancellation of the licence under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events shall stand forfeited in favour of the Director.
8. Expression that owner here in you shall include his heirs, legal representatives, successors and permitted assignees.
9. The stamp and registration charges on this deed shall be borne by the owner.
10. After the layout plans and development works or part thereof in respect of the colony have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner release the bank guarantee or part there of as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the 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 external development charges received from the owner.

In witness where of the colonizer and the Director have signed this deed on the day and year first above written.

For and on behalf of Owner / Colonizer
M/S SARE Gurugram Private Limited

For SARE GURUGRAM PRIVATE LIMITED

Director

(K Madhusudana Rao)
Director

Witness :

1. Signature 
Name Kishor Kumar
Date 25/06/2024
Address : 21/2, West Park Road,
N.D - 110008.

2. Signature 
Name Sunder Kumar
Date 25/6/2024
Address : 7/1, 70, MG Road,
Gurgaon.

Director
for & on behalf of the Governor of Haryana

Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 13/06/2024	
Certificate No.	GOM2024F713		Stamp Duty Paid : ₹ 101		
GRN No.	117493114		Penalty : ₹ 0		
Deponent					
Name :	Sare Gurugram Pvt Ltd				
H.No/Floor :	Na	Sector/Ward :	Na	Landmark :	Na
City/Village :	Gurugram	District :	Gurugram	State :	Haryana
Phone :	95*****49				
					
Purpose : AFFIDAVIT to be submitted at Concerned office					

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FORM LC-IV A

BILATERAL Agreement by owner/Developer of land intending to set up a Residential Group Housing colony

This agreement is made on the ____ of June 2024

Between

1. M/S SARE Gurugram Pvt. Ltd. (formerly M/s Ramprastha Sare Realty Pvt. Ltd.) having its registered Office at 5th Floor, Wing A, Statesman House, 148, Barakhamba Road, Connaught Place, New Delhi – 110 001 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.
2. M/s Ramprastha Sare Landholding Company Two Private Limited having its registered Office at 6, 383C, Bank Street, Munirka, South Delhi, New Delhi – 110067 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.
3. M/s Ramprastha Sare Landholding Company Five Private Limited having its registered office at 6, 383C, Bank Street, Munirka, South Delhi, New Delhi – 110067 and Corporate Office at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana – 122002.

C/o M/s SARE Gurugram Private Limited, having its Corporate and Correspondence address at 904 – 907, Time Tower, MG Road, Sector – 28, Gurugram, Haryana (hereinafter collectively called the “owner / colonizer” through its authorized signatory Mr. Kalagarla Madhusudana Rao) 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 licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a group



housing colony on the land measuring 41.775 acres falling in the revenue estate of village Wazirpur & Mewka, District Gurugram, Sector - 92, Gurugram - Manesar Urban Complex, through LC 44 of 2009 dated 14.08.2009.

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 follows:

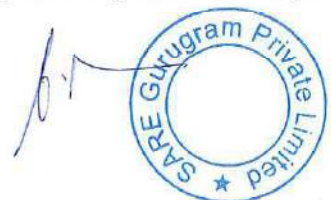
1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follows:

- (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 than 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.
- (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.

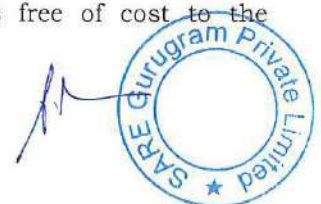
The owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost and thus set apart for primary-cum-nursery school , community centre buildings/dispensary and first aid centre, in which case he 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 licence.

- (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 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 the date of grant of licence.
- (iii) That the owner/developer shall Integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
- (iv) That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- (v) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- (vi) The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment, get paid as per the prescribed schedule.
- (e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders /plot holders @ Rs. Nil 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 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.
- (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 licence granted.
- (l) That the owner shall deposit service charges @ Rs. 10/- square meters of the total flat area of the flat area/total covered area of the colony in two equal installments. The first installment of the service charges would be deposited by the owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
- (m) The pace of construction shall be kept at least in accordance with the sale agreement with buyers of the flat as and when the scheme is launched.
- (n) 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.
- (o) 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 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board as per applicable policy and allotted at a maximum cost of Rs. 1,50,000/- per flat by the coloniser with the following eligibility 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/ license cloning any of the urban area in the state will be eligible for making the application.
- (ii) First preference will be given to BPL families listed in the same town and followed by the listed in the district and the state.
- (iii) Complete scheme shall be floated in one go within 4 months of grant of license or sanction of building plan whichever is later and possession of plots/flats shall be offered within a valid license period of 4 years.
- (iv) To make the scheme transparent advertisement will be given in leading English national dailies like Hindustan Times, Times of India, English tribune and tune is paper in vernacular language having circulation of more than 10,000 copies in the set district and should include details like scheme of payments of plot flat size etc.



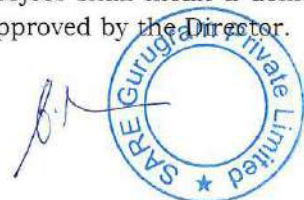
- (v) The allotment will be done through draw of lots in the presence of committee consisting of deputy commissioner or his representative (at least of the cadre of Haryana civil service) senior town planner of the circle, representative of director town and country planning and developer/coloniser concerned.
- (vi) Date of draw of lots will be fixed by DTCP and results will also be published in the newspaper as referenced in (iv) above.
- (vii) 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.
- (p) The complete scheme shall be floated within 6 months from the issuance of occupation/part occupation certificate of EWS flats. The coloniser upon obtaining such occupation/ part occupation certificate shall immediately and not later than 60 days convey the details of such flats to the housing board Haryana for the purpose of inviting applications and for identification of the eligible beneficiaries.
- (q) The housing board Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the coloniser and DTCP Haryana by no means the involvement of housing board Haryana shall amount to it being designated as a developer for the project as far as compliance under RERA act is concerned.
- (r) All compliances pertaining to Haryana development and regulation of urban areas 1975 as well as apartment ownership act 1983 shall continue to be sole responsibility of the licensee.
- (s) While identifying the beneficiaries for allotment, housing board Haryana shall grant first preference to BPL families and thereafter to the EWS applicants of the state.
- (t) For the purpose of this policy, the definition of EWS stands adoptive as provided under PMAY guidelines i.e. with households income less than Rs 3,00,000 or as amended under PMAY guidelines from time to time.
- (u) In case where EWS flats have already been advertised the licensee shall conduct the draw of lots within 3 months from the issuance of this policy.
- (v) That the list of successful allottees along with waiting list up to 25% of total EWS flat shall be published in newspaper as specified above.
- (w) After completion of the process of identification of successful allottees, housing board Haryana shall convey the list of successful applicants along with the waiting list to the concerned coloniser under intimation to DTCP Haryana.



- (x) All further formalities pertaining to the issuance of allotment letter and recovery of instalment from the successful allottees shall continue to remain with the coloniser if successful allottee fails to deposit the instalment he may be given 15 days' time from the issuance of publication of such list in one daily Hindi newspaper, failing which allotment shall stand cancelled.
- (y) For avoiding duplicacy the colonization shall fix a rubber stamp of his company on the BPL card of the allottee, till the time Aadhaar cards are not made compulsory and thereafter the entry of the number of Aadhaar card of BPL Candidates will be compulsory in the application form. List of successful BPL as well as PMAY beneficiary shall be forwarded to the department of urban local bodies Haryana for maintaining an integrating database of the allottees so as to avoid duplicate allotment to the same beneficiary.
- (z) BPL as well as EWS verification shall be carried out in case of successful allottees only.
- (aa) Housing board Haryana shall charge Rs. 10,000/- as registration/earnest money along with each application. Housing board Haryana shall retain such registration charges from each successful allottee after conducting the draw of lots. Balance amount of rupees 1.4 lakh shall be recovered directly by the coloniser from the beneficiaries as identified by the housing board Haryana.
- (bb) For unsuccessful candidates the refund of registration earnest money (without interest/compensation) shall be made to the housing board Haryana within 2 months from the date of draw.
- (cc) The earnest money of the applicants in the waiting list may be returned by the housing board Haryana till the process of allotment of successful applicants is completed. Thereafter the earnest money shall be refunded within one month. However, in case any applicant in waiting list request for refund of earnest money ever during the process of allotment, the housing board Haryana shall refund the same within a period of one month from the receipt of the request without making any deductions.
- (dd) In case of successful candidate surrenders his flat the entire amount will be refunded by the coloniser without any deduction. However, the registration amount of Rs. 10,000 recovered by Housing board Haryana shall remain non-refundable.
- (ee) The allottees of such EWS flats shall not be allowed to further transfer these flats to any person within a period of 5 years after getting the possession. Breach of this condition will attract a penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation along with irrevocable WILL and for consideration passed on to the executor of the irrevocable power of attorney or to anybody on his behalf shall be construed as sale of property for this purpose. The penalty is meant for misuse of such flats and allotment of flats shall be liable for cancellation.
- (ff) The owner shall get commensurate number of building plans of EWS components approved while submitting the building plans of main component in Group housing colony.



- (gg) Owner will ensure that at the time of grant of occupation certificate in case of group housing colony the proportionate number of EWS flat stand constructed and allotted.
- (hh) That the allotment of the EWS flats can also be made with the approval of government to specific categories of people in public interest on the recommendations of the committee headed by the Divisional Commissioner consisting of Division Commissioner, Administrator, HSVP, STP, & DTP. This category may include slum dwellers, occupiers of precious government land or persons who are living in constructed houses on the acquired land and are eligible for rehabilitation as per government decision/court order or the persons who have to be allotted outside quota plots but the same are not readily available with the HSVP/government.
- (ii) That no annual maintenance charges are recoverable from EWS flat owners. However, the coloniser/association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries for such services are provided by the coloniser/association.
- (ij) That the coloniser can execute a flat buyer agreement with the allottees of EWS flat and the same should be within the purview of EWS policy framed by the state government from time to time.
- (kk) No security deposits or refundable contingency deposit shall be demanded by the coloniser from EWS flat owners.
- (ll) If there is an increase in the prescribed minimum size of EWS flat the extra amount can be recovered at the prescribed rate from the EWS flat owners.
2. 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.
3. Further the owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that :-
- (a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) a minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;
- (c) the owner while determining the sale price of 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.



- (d) 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 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 1/5 th 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 date of issue of the completion certificate under rule-16 or earlier in case the owner is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner.
- (e) that the bank guarantee of the internal development works has been furnished on the interim rates for 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 with in thirty days on demand.
4. 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 any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.
5. Upon cancellation of the licence under clause, 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.
6. That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSVP and make their own arrangements for temporary disposal or give the requisite land. That the owner shall make arrangements for water supply sewerage drainage etc to the satisfaction of DTCP till services are made available from the external infrastructure to be laid down by HSVP.
7. The stamp duty and registration charges on this deed shall be borne by the owner.
8. The expression the "owner" hereinbefore used/shall include his heirs, legal representatives, successors and permitted assignees.



9. That any other condition which the Director may think necessary in public interest can be imposed.
10. 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 2 months period from the date of grant of licence to enable provision of site in licensed land for Transformers/switching station/ electrical substation as per the norms prescribed by the power utility in the zoning plan of the project.

In witness where of the colonizer and the Director have signed this deed on the day and year first above written.

For and on behalf of Owner / Colonizer
M/S SARE Gurugram Private Limited

For SARE GURUGRAM PRIVATE LIMITED

Director

(K Madhusudana Rao)
Director

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