



हरियाणा HARYANA

08AA 088693

LC-IV

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

This Agreement is made on this 14th day of August, 2008 (Two thousand Eight)

BETWEEN

M/s. Unitech Infratech Pvt. Ltd., a wholly owned subsidiary of M/s. Unitech Ltd. having its Regd. Offices at 6, Community Centre, Saket, New Delhi - 110017 and Corporate Office at Unitech House, L-Block, South City-I, Gurgaon, hereinafter called the "OWNER") through its Authorized Signatory Mr. A.S. Johar, Director M/s. Unitech Limited of the One Part.

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And

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the Other Part.

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For UNITECH LIMITED

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Director

WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into Group Housing Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976, (hereinafter referred to as the said "RULES"), one of the conditions for the grant of 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 group housing colony on the land measuring **16.1885** Acres falling in Revenue estate of Village Fajilpur Jharsa, District, Gurgaon Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant Licence 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 Rule-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 shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time within 10 (ten days) of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development works in the colony.
 - b) That the Owner undertakes to pay proportionate External Development Charges as per rate, schedule, terms and conditions hereto :-
 - (i) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 114.92 Lacs per gross acre for Group Housing area measuring 16.1075 acres and at tentative rate of Rs. 114.92 per acre for 0.5% commercial Component measuring 0.081 acres commercial area. 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 Licence or in eight equal six monthly installments of 12.5% each i.e.
 - (a) First installment of 12.5% of the amount of External Development shall be payable within a period of 30 days from the date of grant of Licence.
 - (b) Balance 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum, which

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For UNITECH LIMITED

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Director

shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 114.92 per gross acre for group housing i.e. 16.1075 colony and Rs. 114.92 Lacs per acre for commercial of 0.5% i.e. 0.081 acres.

- ii) The rates of External Development Charges for the Gurgaon - Manesar Urban Complex 2021 are being determined and are likely to be finalized soon. There is likely hood of substantial enhancement in these rates. The owners will deposit the enhanced rates of external development charges as and when determined and demanded as per prescribed schedule by DTCP Haryana and shall furnish the additional Bank Guarantee, if any, on the enhanced EDC rate.
- iii) In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance 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 panel interest of 3% per annum (making the total payable interest 18% (simple) per annum) would be chargeable up to a period of three months and an additional three months with the permission of the DTCP.
- v) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of Four years period and the colonizer shall be 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 H.V.P.N. If they fail to provide electric connection from H.V.P.N. the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with H.V.P.N. However the installation of internal 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 "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.

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For UNITECH LIMITED

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Director

- c) ✓ 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 completion certificate under Rules 16 of the rules, unless earlier relieved of this responsibility when the Owner shall transfer all such roads, open spaces, public parks; public health services free of cost to the Govt. 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, hospitals, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government free of cost, the land set apart for schools, hospitals, community centers and other community buildings in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

✓ No third party subsequent rights will be created without obtaining the prior permission of the DTCP.

✓ All the community buildings will be got constructed by the colonizer within time period of three years from the date of grant of licence.

- e) ✓ That the Owner shall individually as well as jointly be responsible for the individual plan of Licensed area as well as total combined plans of the Licenced area as a whole.
- f) ✓ That the Owner shall complete the internal development works within the two years of the grant of the Licence.
- g) ✓ That the Owners undertakes to pay proportionate external development charges for the area earmarked for Group Housing Colony, as per rate schedule terms and conditions given in clause - 1 (b) of the Agreement.

(i) ✓ That these rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the licence period as and when necessary and the Owners shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of licence.

(ii) ✓ That all the building 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 regulations in force in the area and shall in addition be governed by the Building Bye Laws as per the NBC with regard to light and ventilation, structural safety, ^{fire safety} sanitary requirements and circulations (vertical and horizontal) standards.

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Director

- (iii) That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plans/details estimates together with the bank guarantee equal to 25% (twenty five percent) of the total cost of the development works (both for internal and external) for the area under Group Housing Scheme within a period of 60 days from the date of grant of licence.
- (iv) That in case of Group Housing, adequate accommodation, shall be provided for domestic servants and other services population and the number of such dwelling units shall not be less than 10% (ten percent) 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 & WC
- (v) That in case of Group Housing Colony the Owners shall deposit 30% of the amount to be 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 Owners towards meeting the cost of internal Development Works and construction work in the colony.
- (vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plans 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 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 land thus set apart for primary-cum-nursery school, community centre buildings/dispensary and first aid centre 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 rights will be created without obtaining the prior permission of DTCP, Haryana.
- All the community buildings will be got constructed by the colonizer within a period of three years from the date of grant of licence.

- (h) The Owners shall deposit infrastructure development charges @Rs. 625/- per Sq.mts. for Group Housing Colony area measuring 16.1075 Acres and @Rs. 1000/- per Sq.mts. on Commercial Complex 0.081 Acres for the total area of the colony. The first installment of the infrastructural development charges would be deposited by the Owners within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of grant of licence. *The unpaid amount of I.D charges shall carry interest @ 18% p.a. for the delay in payment of installments.*

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For UNITECH LIMITED

Director

- 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 the due compliance of the execution of the layout plans and the development works in accordance with the Licence 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 the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements 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 provisions of the Act or the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the Licence granted to him.
3. 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.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "OWNER" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof 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 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

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For UNITECH LIMITED 6

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Director

colony or the part thereof, as the case may be, for a period of five years from the date 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.

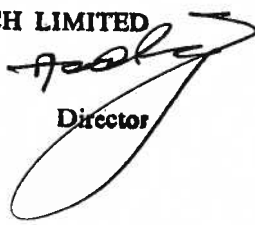
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES

1. Shri Charan 
C/o Unitech Ltd
B-Block South City-1
Gurgaon
2. Ajit Kumar 
C/o Unitech Ltd
Sec-189-191 Wazirpur
1 Sec-17-C Chandigarh.

(OWNER)

For UNITECH LIMITED


Director

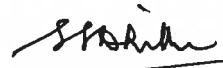
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By Supr

To DTC PIV


Director

Handwritten notes and stamps below the Director's signature.