



भारतीय गैर न्यायिक
दस रुपये
रु.10
TEN RUPEES
Rs.10
INDIA NON JUDICIAL

FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A PLOTTED COLONY

27AA 479678

THIS AGREEMENT is made on this 24th day of May, 2009 between M/s. Active Promoters Pvt. Ltd., M/s. Legend Buildcon Pvt. Ltd., M/s. Seriel Buildtech Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., M/s. Casing Properties Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Garland Estates Pvt. Ltd., M/s. Hammock Buildwell Pvt. Ltd., M/s. True Value Buildcon Pvt. Ltd., M/s. Accordion Buildwell Pvt. Ltd. & M/s. Utkarsh Buildcon Pvt. Ltd., having their Office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001 (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

WHEREAS the owners are in possession of the land mentioned in Annexure hereto for the purpose of converting into Plotted 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 with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a plotted colony on land measuring 102.7412 acres falling in the revenue estate of village Badshahpur, Nangli Umarpur & Maidawas, in Sector - 65, Tehsil & District Gurgaon.

NOW THIS DEED 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 hereto on the fulfilment 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:

[Signature]
D.T.C.P. Mr.

[Signature]

NOTED
D.A. (H.O.)

a) That the owner shall deposit thirty percent of amount realized by him from plot holders from time to time within 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.51.63 lacs per gross acre for plotted area measuring 98.6312 acres and @ Rs.240.94 lacs per acre for 4% commercial component measuring 4.11 falling in plotted development. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in Ten equal six monthly installments of 10.0% each i.e. -

(a) First installment shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance 90.0% in Nine equal six monthly installments alongwith interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.51.63 lacs per gross acre for plotted colony and Rs.240.94 lacs for 4% commercial component.

ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalized soon and there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC.

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 12% 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 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works 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 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 owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution services plan/estimates" approved' from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

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- c) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- d) 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 of the Rules unless earlier relieved of this responsibility, when the Owners 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.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost schools, hospitals, community centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres and other community buildings in which case the Govt. 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.
- f) No third party/subsequent rights will be created without obtaining the prior permission of the Director, Town and Country Planning.
- g) All the community buildings will be got constructed by the Colonizer within time period so specified by the Director.
- h) 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 licensed area as a whole.
- i) That the Owner shall complete the Internal Development Works within the four years of the grant of the licence.
- j) That the Owner shall deposit infrastructure development charges @ Rs. 500/- per sq mtrs for plotted area and @ Rs. 1000/- per sqm. for the 4% commercial component, in two equal installments. The 1st installment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of infrastructure development charges shall carry an interest @12% (simple) p.a. for the delay in the payment of installments.
- k) 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.
- l) That the Owner shall permit the Director or any other officers authorized by him in this behalf to inspect the execution of the layout and the development works in the 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.
- m) 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.
- n) 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

2. Provided always and it is hereby agreed that should the owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or 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.


D.T.Q.P. Hr.

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 Rule, 1976 as amended upto date. The Bank Guaratee in that event shall stand forfeited in favour of the Director.

4. That 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.

6. After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Owner, release the Bank Guaratee 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 Guaratee corresponding to the part of the colony completed shall be released and provided further that the Bank Guaratee equivalent to 1/5th amount thereof shall be kept unreleased 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 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 Guaratee 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.

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

WITNESSES:

1. Signature [Signature]
Name Kamlesh Chandra Sehgal
Date 22-11-85
Address 122, Sector 14, Haryana, Gurgaon, Haryana
Delhi 110085

2. Signature [Signature]
Name [Signature]
Date 22-11-85
Address 122, Sector 14, Haryana, Gurgaon, Haryana
Delhi 110085

Signature [Signature]
Name M/s. Active Promoters Pvt. Ltd.
M/s. Legend Buildcon Pvt. Ltd.
M/s. Seriel Buildtech Pvt. Ltd.
M/s. Brijbasi Projects Pvt. Ltd.
M/s. Casing Properties Pvt. Ltd.
M/s. Logical Developers Pvt. Ltd.
M/s. Garland Estates Pvt. Ltd.
M/s. Hammock Buildwell Pvt. Ltd.
M/s. True Value Buildcon Pvt. Ltd.
M/s. Accordion Buildwell Pvt. Ltd.
M/s. Utkarsh Buildcon Pvt. Ltd.
Date 22-11-85
Address of the owner
ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1. Signature [Signature]
Name [Signature]
Date 22-11-85
Address 122, Sector 14, Haryana, Gurgaon, Haryana
Delhi 110085

2. Signature [Signature]
Name [Signature]
Date 22-11-85
Address 122, Sector 14, Haryana, Gurgaon, Haryana
Delhi 110085

[Signature]
Director
Town & Country Planning,
Haryana, Chandigarh
DIRECTOR
TOWN & COUNTRY PLANNING Haryana
HARYANA, CHANDIGARH
For and on behalf of the Governor of Haryana



प्राप्त DELHI

27AA 479679

FORM LC-IV-B
BILATERAL AGREEMENT BY OWNER OF LAND
INTENDING TO SET UP A PLOTTED COLONY

THIS AGREEMENT is made on the 24th day of May, 2007 between M/s. Active Promoters Pvt. Ltd., M/s. Legend Buildcon Pvt. Ltd., M/s. Serial Buildtech Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., M/s. Casing Properties Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Garland Estates Pvt. Ltd., M/s. Hammock Buildwell Pvt. Ltd., M/s. True Value Buildcon Pvt. Ltd., M/s. Accordion Buildwell Pvt. Ltd., & M/s. Utkarsh Buildcon Pvt. Ltd., having their Office ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001 (hereinafter called the "Owner") of the one part, and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of the 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 residential plotted colony on the land measuring 102.7412 acres falling in the revenue estate of village Badshahpur, Nangli Umarpur & Maidawas, in Sector - 65, 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 FOLLOWS:-

In consideration of the Director agreeing to grant licence 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 representative, 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 :-

D.T.C.P.H.

- a) That the Owner shall reserve 20% of the total number of the residential plots developed for proposed to be developed for allotment to Economical weaker section / lower income group (EWS/LIG) Categories (normally of the sizes of 50 sq. mtrs., 75 sq. mtrs., 100 sq. mtrs. and 125 sq. mtrs. or otherwise approved) specifically in the layout plan approved by the Director. Only those persons will be eligible to apply whose total family income inclusive of the income of the husband, wife and dependent children does not exceed the prescribed limit laid down by the Director. These plots shall be allotted in the following manner at the subsidized price, so fixed by the Director.
- b) That for the allotment of Economical weaker section / lower income group (EWS/LIG) plots, the Owner shall invite applications for allotment through press from eligible members of Economical weaker section / lower income group (EWS/LIG) Categories as defined by the Director. He shall also announce the tentative number of Plots with sizes available for such sale.
- c) That if the number of applications exceeds the number of plots, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with regard to the payment of earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- d) That the Owner while calling the applications for allotment of Economical weaker section / lower income group (EWS/LIG) Categories of plots/flats in the Residential colonies/Group Housing colonies shall charge not more than 10% of the total tentative cost of such plots/flats as registration/earnest money.

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That the Owner shall further reserve 25% of the residential plots of "NO PROFIT NO LOSS" category (normally of sizes of 125 sq. mtrs, 150 sq. mtrs, 200 sq. mtrs, 225 sq. mtrs or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director & in the following manner:-

- i) That the Owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
- ii) That the Owner shall allot remaining 25% of "NO PROFIT NO LOSS" plots to :-
- a) Non-resident Indians against Foreign Exchange.
- b) The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
- c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as a colony by the Owner.
- d) Such persons whom the Owner may like at his discretion, provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clauses (i) and (ii).

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27.11.2014



PROVIDED that in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with usual terms and conditions within the stipulated time, prescribed by the Owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meters, would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under sub-clauses (1) and (2).
4. That the Owner while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.
5. That the Owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. 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.

8. The Owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-

- a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 20% in case of Economical weaker section / lower income group (EWS/LIG) and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of Clause-1 and sub-clause (ii) of Clause-2 above respectively have been allotted at the subsidized price of economically weaker section / lower income group and "No Profit No Loss" basis prescribed above.

9. That the owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot-holders at the rate of Rs. 1,30,522/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings. All the community buildings shall be got constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety days statutory period given for approval of building plans.

10. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date of issue of completion certificate under Rule 16 unless earlier relieved of this responsibility, at 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.

11. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate accounts to be maintained in the Schedules 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.

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[Signature]

12. 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 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.
13. 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.
14. 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.
15. That the Owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two month period from the date of grant of licence to enable provision of site in your land for Transformers / Switching Station / Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
16. That any other condition which the Director may think necessary in public interest can be imposed.

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D.A. 11/11/95

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

WITNESSES:

1. Signature [Signature]
Name Kamlesh Kumar Singh
Date 12.11.95
Address 128, 1st Floor, Bhawan,
Kirti, New Delhi
Delhi-110001

Signature [Signature]
Name M/s. Active Promoters Pvt. Ltd.
M/s. Legend Buildcon Pvt. Ltd.
M/s. Seriel Buildtech Pvt. Ltd.
M/s. Brijbasi Projects Pvt. Ltd.
M/s. Casing Properties Pvt. Ltd.
M/s. Logical Developers Pvt. Ltd.
M/s. Garland Estates Pvt. Ltd.
M/s. Hammock Buildwell Pvt. Ltd.
M/s. True Value Buildcon Pvt. Ltd.
M/s. Accordion Buildwell Pvt. Ltd.
M/s. Utkarsh Buildcon Pvt. Ltd.

2. Signature [Signature]
Name J.P. Sharma
Date 12.11.95
Address 128, 1st Floor, Bhawan,
Kirti, New Delhi
Delhi-110001

Date 12.11.95
Address of the owner
ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1. Signature [Signature]
Name Satish Arora
Date 12.11.95
Address 128, 1st Floor, Bhawan,
Kirti, New Delhi
Delhi-110001

Director
Town & Country Planning,
Haryana, Chandigarh

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH
For and on behalf of the Governor of
Haryana

2. Signature _____
Name _____
Date _____
Address _____



चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

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FORM LC-IV
AGREEMENT BY OWNER OF LAND
INTENDING TO SET UP A PLOTTED COLONY

THIS AGREEMENT is made on the ^{22nd} day of December 2011 between M/s. Active Promoters Pvt. Ltd., M/s Progeny Buildcon Pvt. Ltd., M/s Kestrel Propbuild Pvt. Ltd., M/s Kamdhenu Projects Pvt. Ltd., M/s Flounce Propbuild Pvt. Ltd., M/s Accordion Buildwell Pvt. Ltd., M/s Casing Properties Pvt. Ltd., M/s Chintz Conbuild Pvt. Ltd., M/s Fluff Propbuild Pvt. Ltd., M/s Forsythia Propbuild Pvt. Ltd., M/s Garland Estates Pvt. Ltd., M/s Gadget Propbuild Pvt. Ltd., M/s Gaucha Propbuild Pvt. Ltd., M/s Gauge Propbuild Pvt. Ltd., M/s Hammock Buildwell Pvt. Ltd., M/s Jasper Propbuild Pvt. Ltd., M/s Jerkin Propbuild Pvt. Ltd., M/s Juhli Promoters Pvt. Ltd., M/s Legend Buildcon Pvt. Ltd., M/s Logical Developers Pvt. Ltd., M/s Prezzie Buildcon Pvt. Ltd., M/s Glade Propbuild Pvt. Ltd., M/s Seriel Buildtech Pvt. Ltd., M/s Sriyam Estate Pvt. Ltd., M/s Utkarsh Buildcon Pvt. Ltd., M/s Yukti Projects Pvt. Ltd. M/s Frond Propbuild Pvt. Ltd., M/s True Value Buildcon Pvt. Ltd. M/s Foray Propbuild Pvt. Ltd., M/s Fount Propbuild Pvt. Ltd., M/s Balliwick Builders Pvt. Ltd., M/s Gems Buildcon Pvt. Ltd., M/s Divit Estates Pvt. Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001 (hereinafter called the "Owner") of the one part, and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

WITNESSED

(Signature)

D. A. (Name)

WHEREAS in addition to agreement executed in pursuance of the provisions under Rule-11 of the Haryana Development & 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 an 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 Residential additional plotted / Group Housing colony on the land measuring (42.94405 + 52.351=95.29505) Acres falling in the revenue estate of village Nangli Umarpur, Maidawas, Badshahpur and Ghata in Sector-62 & 65, Tehsil & District Gurgaon.

(Signature)
DIRECTOR

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration the Director agreeing to grant licence to the Owner to set up the said colony on the land mentioned in Annexure hereto and 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 thirty percent of amount realized by him from plot holders from time to time within 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.68.72 lacs per gross acre for Plotted area measuring 83.05205 acres and @ Rs.320.694 lacs per acre for commercial component measuring 2.713 acres falling in plotted development and @ Rs.274.879 lacs per acre for group housing component measuring 9.53 acres falling in plotted development. 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 the ten equal six monthly installments of 10% each. i.e.:
 - a) First installment shall be payable within a period of 30 days from the date of grant of licence.
 - b) Balance 90% in nine equal six monthly installments for area under plotted/group housing/commercial developments alongwith interest @12% (simple) per annum which shall be charged on unpaid portion of the amount.
 - ii) 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.
 - iii) The unpaid amount of EDC would carry an interest of 12% (simple) 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 15% per annum simple) would be chargeable up to a period of three months and an additional three months with the permission of DTCP.
 - iv) In case the Haryana Urban Development Authority (HUDA) executing External Development Works 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 EDC even before the completion of four years period and the colonizer shall be bound to do so.
 - v) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
 - vi) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidut Parsaran Nigam Ltd (HVPN). If the Owner fails to seek electric connection from Haryana Vidut Parsaran Nigam Ltd., the Director, shall recover the cost from the Owner and deposit the same with Haryana Vidut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of

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A. (HQ)


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the colonizer, for which the colonizer will be required to get the "electric (distribution services plan/estimates) approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidut Parsaran Nigam / Uttari Haryana Vidut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

vii) No EDC would be recovered from the (EWS) / (LIG) categories of allottees.

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

d) 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 of the Rules 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.

e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals, community centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres and other community buildings in which case the Govt. 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 Director, Town and Country Planning.

All the community buildings will be got constructed by the Colonizer within time period so specified by the Director.

f) 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 licensed area as a whole.

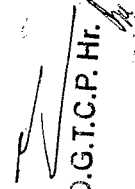
g) That the Owner shall complete the Internal Development Works within the four years of the grant of the licence.

h) That the Owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sqm for plotted area, Rs. 625/- per sqm. for group housing area and @ Rs. 1000/- per sqm for the commercial component, in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the Owner within 60 days from the date of grant of licence and the 2nd installment of Infrastructure Development Charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.

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 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.

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.


D.G.I.C.P. Hr.

- i) 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

GROUP HOUSING FORMING INTEGRATED PART OF THE COLONY

- a) 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 of the Rules 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.
- b) That the rates, schedules, terms and conditions of External Development Charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- c) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost schools, hospitals, community centres 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 Govt. free of cost, land thus set apart for schools, hospitals, community centres and other community buildings in which case the Govt. 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 rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the Coloniser within a period of three years from the date of grant of licence. However, this three years period will exclude two months for submission of building plans and 90 (Ninety) days statutory period given for approval of building plans

- d) 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 as a whole.
- e) That the Owner shall complete the Internal Development Works within the two years of the grant of the licence.
- f) 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 regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
- g) That the Owner shall furnish the layout plan of Group Housing Scheme alongwith the service plans/detailed estimates together with the bank guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under group housing scheme within a period of sixty days from the date of grant of licence.
- h) That in case of Group Housing Scheme, 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. feet which will cater to the minimum size of room and alongwith bath & Water Closet.

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D. A. (WQ)

S.I.C.P. Hr.

i) 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. 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.

j) That the Owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq. mtr for plotted area & @ Rs.625/- per sq mtr for group housing area and Rs.1000/- per sqm for commercial component of the total area of the colony in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the Owner within 60 days from the date of grant of licence and the 2nd installment to be deposited within 6 months from the date of grant of licence, failing which 18% PA (simple) interest will liable for the delayed period.

k) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

l) That the Owner shall permit the Director or any other officer authorised 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 to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

m) 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.

n) 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 should the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such case 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 Bank Guarantee and Regulation of Urban Areas Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. That 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.

6. After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Owner, release the Bank Guarantee or part thereof, as the case may be, provided that, if the completion of the colony is taken in parts, only the part of the 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 unreleased 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 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.

D.G.T.C.P. Hr.

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

WITNESSES:

1. Signature [Signature]
Name Rajesh Singh
Date 16.05.2018
Address 46, Endera, M.G.F. Road
50-186-188
Chd

NOTED
[Signature]
D. A. (MO)

Signature [Signature]
Name M/s. Active Promoters Pvt. Ltd.,
M/s Progeny Buildcon Pvt. Ltd.,
M/s Kestrel Propbuild Pvt. Ltd.,
M/s Kamdhenu Projects Pvt. Ltd.,
M/s Flounce Propbuild Pvt. Ltd.,
M/s Accordion Buildwell Pvt. Ltd.,
M/s Casing Properties Pvt. Ltd.,
M/s Chintz Conbuild Pvt. Ltd.,
M/s Fluff Propbuild Pvt. Ltd.,
M/s Forsythia Propbuild Pvt. Ltd.,
M/s Garland Estates Pvt. Ltd.,
M/s Gadget Propbuild Pvt. Ltd.,
M/s Gaucho Propbuild Pvt. Ltd.,
M/s Gauge Propbuild Pvt. Ltd.,
M/s Hammock Buildwell Pvt. Ltd.,
M/s Jasper Propbuild Pvt. Ltd.,
M/s Jerkin Propbuild Pvt. Ltd.,
M/s Juhi Promoters Pvt. Ltd.,
M/s. Legend Buildcon Pvt. Ltd.,
M/s. Logical Developers Pvt. Ltd.,
M/s Prezzie Buildcon Pvt. Ltd.,
M/s Glade Propbuild Pvt. Ltd.,
M/s Serial Buildtech Pvt. Ltd.,
M/s Sriyam Estate Pvt. Ltd.,
M/s Ukarsh Buildcon Pvt. Ltd.,
M/s Yukti Projects Pvt. Ltd.
M/s. Frond Propbuild Pvt. Ltd.,
M/s. True Value Buildcon Pvt. Ltd.
M/s Foray Propbuild Pvt. Ltd.,
M/s Fount Propbuild Pvt. Ltd.,
M/s Bailiwick Builders Pvt. Ltd.,
M/s Gems Buildcon Pvt. Ltd.,
M/s Divit Estates Pvt. Ltd.

Date

Address of the Owner

ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1. Signature [Signature]
Name Rajesh Singh
Date 16.05.2018
Address 46, Endera, M.G.F. Road
50-186-188
Chd

DIRECTOR

TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

For and on behalf of the Governor of
Haryana

[Signature]
Director General
Town & Country Planning
Haryana, Chandigarh



चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

00AA 980771

FORM LC-IV-B

BILATERAL AGREEMENT BY OWNER OF LAND
INTENDING TO SET UP A PLOTTED COLONY

THIS AGREEMENT is made on the 22nd day of December 2011 between
M/s. Active Promoters Pvt. Ltd., M/s Progeny Buildcon Pvt. Ltd., M/s Kestrel Propbuild
Pvt. Ltd., M/s Kamdhenu Projects Pvt. Ltd., M/s Flounce Propbuild Pvt. Ltd., M/s
Accordion Buildwell Pvt. Ltd., M/s Casing Properties Pvt. Ltd., M/s Chintz Conbuild Pvt.
Ltd., M/s Fluff Propbuild Pvt. Ltd., M/s Forsythia Propbuild Pvt. Ltd., M/s Garland
Estates Pvt. Ltd., M/s Gadget Propbuild Pvt. Ltd., M/s Gaucho Propbuild Pvt. Ltd., M/s
Gauge Propbuild Pvt. Ltd., M/s Hammock Buildwell Pvt. Ltd., M/s Jasper Propbuild Pvt.
Ltd., M/s Jerkin Propbuild Pvt. Ltd., M/s Juhi Promoters Pvt. Ltd., M/s Legend Buildcon
Pvt. Ltd., M/s Logical Developers Pvt. Ltd., M/s Prezzie Buildcon Pvt. Ltd., M/s Glade
Propbuild Pvt. Ltd., M/s Seriel Buildtech Pvt. Ltd., M/s Sriyam Estate Pvt. Ltd., M/s
Utkarsh Buildcon Pvt. Ltd., M/s Yukti Projects Pvt. Ltd. M/s. Frond Propbuild Pvt. Ltd.,
M/s. True Value Buildcon Pvt. Ltd. M/s Foray Propbuild Pvt. Ltd., M/s Fount Propbuild
Pvt. Ltd., M/s Bailwick Builders Pvt. Ltd., M/s Gems Buildcon Pvt. Ltd., M/s Divit
Estates Pvt. Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New
Delhi-110 001 (hereinafter called the "Owner") of the one part, and the Governor of
Haryana acting through the Director, Town & Country Planning, Haryana,
Chandigarh (hereinafter referred to as the "Director") of the other part.

NETTED

21/10/11

D. A. (HQ)

WHEREAS in addition to agreement executed in pursuance of the provisions under
Rule-11 of the Haryana Development & 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 Residential additional Plotted colony on the land
measuring (42.94405 + 52.351=95.29505) Acres falling in the revenue estate of village
Nangli Umarpur, Maidawas, Badshahpur and Ghata in Sector-62 & 65, Tehsil & District
Gurgaon.

21/10/11

D. A. (HQ)

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 the Director agreeing to grant licence 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 legal heirs, representative, 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 :-
 - i) That the Owner shall reserve 20% of the total number of the residential plots for allotment to Economically weaker section / lower income group (EWS/LIG) Categories (normally of the sizes of 50 sq. mtrs, 75 sq. mtrs, 100 sq. mtrs. and 125 sq.mtrs. or otherwise approved) specifically in the layout plan approved by the Director. These plots shall be allotted at flat rate of Rs.500/- per sq.yards. In the group housing colonies the Owner shall reserve 15% of total number of flats for allotment to EWS categories and the area of such flat shall not be less than 200 sq.ft. These flats shall be allotted at the maximum cost of Rs.1,50,000/-.
 - ii) The Owner shall handover 50% of EWS plots in the residential plotted colonies to the Housing Board Haryana @Rs.500/- per Sq.yard. Housing Board Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the Below Poverty Line (BPL) families only.
 - iii) The remaining 50% plots as mentioned in clause (ii) will be allotted @Rs.500/- per sq. yard or Rs.600/- per sq. mtrs and flats constructed in group housing colonies will be allotted maximum @Rs.1,50,000/- per flat by the colonizer with the following eligible criteria:-
 - a) Any person registered under BPL family and includes his/her spouse or his/her dependant children who do not own any flat/plot in any HUDA Sector/licensed colony in any of the Urban Areas in the State, will be eligible for making the application.
 - b) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
 - c) Complete scheme shall be floated for allotment in one go within four months of grant of licence or sanction of building plans whichever is later and possession of plots/flats shall be offered within the valid licensed period of 4 years.
 - d) To make the scheme transparent, advertisement will be given in one of the leading English National daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of plots/flats, size etc. The advertisement should also highlight the other essential requirements as envisaged in this policy.
 - e) That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (atleast of the cadre of Haryana Civil Services),

D.G.I.C.P. Hr.

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D. A. (H.O.)

senior town Planner of the Circle, Representative of Director, Town and Country Planning (DTCP) and Developer/Colonizer concerned

- f) 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 Services), Senior Town Planner of the Circle, Representative of Director, Town & Country Planning (DTCP) and Developer/Colonizer concerned.
- g) That owners will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colonies.
- h) That owners will ensure at the time of grant of occupation certificate in case of group housing colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and plots reserved for EWS are also allotted.
- i) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.
- j) The Owner is required to get commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colonies.
- k) The allotment of these flats/plots shall be made through draw of lots to the eligible persons whose total family income inclusive of the income of the husband, wife and dependent children does not exceed Rs.3500/- per month after inviting applications through press. The tentative number of plots/flats with sizes shall also be announced. The Owner shall charge 10% of total cost of such plots/flats as registration/earnest money.

- g) That owners will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colonies.

- h) That owners will ensure at the time of grant of occupation certificate in case of group housing colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and plots reserved for EWS are also allotted.

- i) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.

- j) The Owner is required to get commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colonies.

- k) The allotment of these flats/plots shall be made through draw of lots to the eligible persons whose total family income inclusive of the income of the husband, wife and dependent children does not exceed Rs.3500/- per month after inviting applications through press. The tentative number of plots/flats with sizes shall also be announced. The Owner shall charge 10% of total cost of such plots/flats as registration/earnest money.

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It needs to be ensured at the time of grant of occupation certificate in case of group housing colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted

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- (iv) The scheme shall be advertised within 4 months of the issue of the terms and conditions of licence or sanction of building plans whichever is later. The allotment process shall be completed within 8 months of issue of advertisement.

- (v) The allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum-dwellers, occupying precious Government land and who are to be rehabilitation as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitation as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government

GROUP HOUSING FORMING INTEGRATED PART OF THE COLONY

- a) - That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a

D.G.T.C.P.H.



period of five years from the date of issue of the completion certificate under Rule 16 of the Rules 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.

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

c) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost schools, hospitals, community centres 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 Govt. free of cost, land thus set apart for schools, hospitals, community centres and other community buildings in which case the Govt. 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 rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the Coloniser within a period of three years from the date of grant of licence. However, this three years period will exclude two months for submission of building plans and 90 (Ninety) days statutory period given for approval of building plans

d) 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 as a whole.

e) That the Owner shall complete the Internal Development Works within the ~~two~~ years of the grant of the licence.

f) 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 regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.

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g) That the Owner shall furnish the layout plan of Group Housing Scheme alongwith the service plans/detailed estimates together with the bank guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under group housing scheme within a period of sixty days from the date of grant of licence.

h) That in case of Group Housing Scheme, 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. feet which will cater to the minimum size of room and alongwith bath & Water Closet.

i) 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. The Owner shall at his own cost construct the

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D.G.T.C.P. Hr.

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.

- j) That the Owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq. mtr for plotted area & @ Rs.625/- per sq mtr for group housing area and Rs 1000/- per sqm for commercial component of the total area of the colony in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the Owner within 60 days from the date of grant of licence and the 2nd installment to be deposited within 6 months from the date of grant of licence, failing which 18% PA (simple) interest will liable for the delayed period.
- k) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- l) That the Owner shall permit the Director or any other officer authorised 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 to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- m) 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.
- n) 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.** That the Owner shall further reserve 25% of the residential plots of "NO PROFIT NO LOSS" category (normally of sizes of 125 sq. mtrs, 150 sq. mtrs, 200 sq. mtrs, 225 sq. mtrs or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director & in the following manner:-
- That the Owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
 - That the Owner shall allot remaining 25% of "NO PROFIT NO LOSS" plots to :-
 - Non-resident Indians against Foreign Exchange.
 - The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
 - Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as a colony by the Owner.


D.G.I.C.P. Hr.

- d) Such persons whom the Owner may like at his discretion, provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with usual terms and conditions within the stipulated time, prescribed by the Owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meters, would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under sub-clauses (1) and (2).
4. That the Owner while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.
5. That the Owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. 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.
8. The Owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-
 - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
 - b) A minimum of 20% in case of Economical weaker section / lower income group (EWS/LIG) and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of Clause-1 and sub-clause (ii) of Clause-2 above respectively have been allotted at the subsidized price to economically weaker section / lower income group and "No Profit No Loss" basis prescribed above.
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(Signature)
D. A. (HQ)
 - c) That the Owner while determining the sale price of flats in the 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.
9. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot-holders at the rate of Rs. 200 /- per gross acre which is a tentative charges only for construction of a portion of the total community buildings. All the community buildings shall be got constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety days statutory period given for approval of building plans.
10. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date of issue of completion certificate under Rule 16 unless earlier relieved of

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this responsibility, at 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.

11. That the Owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate accounts 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.
12. 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 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.
13. That the Owner shall deposit Infrastructure Development Charges @ Rs. 500/- per sq mtr for plotted area and @ Rs.1000/- per sqm for the commercial component, in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the Owner within 60 days from the date of grant of licence and the 2nd installment to be paid within 6 months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.
14. 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.
15. That no annual maintenance charges are recoverable from EWS plot/ flat holders. However, the Colonizer/ Association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries, if such services are provided by the Colonizer/ Association.
16. The colonizer can execute a plot/ flat buyer agreement with the allottee of EWS plot / flat. But the same should be within the purview of the EWS policy framed by the State Government.
17. No security deposit or refundable contingency deposit shall be demanded by the colonizer from EWS plot/ flat holders.
18. if there is an increase in the prescribed minimum size of EWS plot/ flat, than extra amount can be recovered at the prescribed rate from the EWS plot/ flat holders.
19. 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 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.
20. That the Owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of licence to enable provision of site in his land for Transformers/Switching Station / Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
21. That any other condition which the Director may think necessary in public interest can be imposed.

VERIFIED


D. A. (HQ)


D. A. (HQ)


D. A. (HQ)

22. That the Owner shall abide the policy letter issued vide memo No.Misc.2057-5/25/2008-2TCP dated 25.02.2010 regarding payment of labour cess.

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

WITNESSES:

1. Signature [Signature]
Name Amrity Singh
Date 06/05/2010
Address Land 1st
SCB-186-187
Shd.

Signature

[Signature]

Name M/s. Active Promoters Pvt. Ltd.,
M/s Progeny Buildcon Pvt. Ltd.,
M/s Kestrel Propbuild Pvt. Ltd.,
M/s Kamdhenu Projects Pvt. Ltd.,
M/s Flounce Propbuild Pvt. Ltd.,
M/s Accordion Buildwell Pvt. Ltd.,
M/s Casing Properties Pvt. Ltd.,
M/s Chintz Conbuild Pvt. Ltd.,
M/s Fluff Propbuild Pvt. Ltd.,
M/s Forsythia Propbuild Pvt. Ltd.,
M/s Garland Estates Pvt. Ltd.,
M/s Gadget Propbuild Pvt. Ltd.,
M/s Gaucho Propbuild Pvt. Ltd.,
M/s Gauge Propbuild Pvt. Ltd.,
M/s Hammock Buildwell Pvt. Ltd.,
M/s Jasper Propbuild Pvt. Ltd.,
M/s Jerkin Propbuild Pvt. Ltd.,
M/s Juhi Promoters Pvt. Ltd.,
M/s. Legend Buildcon Pvt. Ltd.,
M/s.Logical Developers Pvt. Ltd.,
M/s Prezzie Buildcon Pvt. Ltd.,
M/s Glade Propbuild Pvt. Ltd.,
M/s Seriel Buildtech Pvt. Ltd.,
M/s Sriyam Estate Pvt. Ltd.,
M/s Utkarsh Buildcon Pvt. Ltd.,
M/s Yukti Projects Pvt. Ltd.
M/s. Frond Propbuild Pvt. Ltd.,
M/s.True Value Buildcon Pvt. Ltd.
M/s Foray Propbuild Pvt. Ltd.,
M/s Fount Propbuild Pvt. Ltd.,
M/s Bailiwick Builders Pvt. Ltd.,
M/s Gems Buildcon Pvt. Ltd.,
M/s Divit Estates Pvt. Ltd.

VERIFIED

[Signature]

D. A. (HQ)

Date

Address of the Owner

ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1.

Signature [Signature]
Name Dr. Singh
Date 06/05/2010
Address SCB-186-187
Shd.

DIRECTOR

TOWN & COUNTRY PLANNING HARYANA,
CHANDIGARH

For and on behalf of the Governor of
Haryana

[Signature]
Director General
Town & Country Planning,
Haryana, Chandigarh