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AGREEMENT BY OWNERS OF LAND INTENDING OF SET UP A GROUP HOUSING COLONY

THIS AGREEMENT is made on this 25<sup>th</sup> day of November, 2007 between

1. Mr. Ashok Solomon S/o Late Sh. E.H. Solomon  
R/o 44, Golf Links, New Delhi-110003.
2. Mrs. Sukendra W/o Mr. Ramesh  
R/o A-1/123, Janakpuri, New Delhi
3. Mr. Tara Chand S/o Sh. Raja Ram & Smt. Sushama W/o Sh. Tara  
Chand R/o 7/10, Extension, Safdarjung Enclave, New Delhi
4. Raj Kiran Pvt. Ltd.
5. Vidu Properties Pvt. Ltd.
6. Madhyanchal Leasing Ltd.

All above companies are having its. Registered Office at  
A-11, Kailash Colony, New Delhi-110048.

All above companies and Individuals are through their Director and Attorney Mr. Ashok Solomon, director of M/s Chintels India Ltd. having its Registered Office at A-11, Kailash Colony, New Delhi-110048 (hereinafter called the "Owner") of the one part and the Governor of Haryana, acting through The Director, town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

WHEREAS the owner is in possession of the land mentioned in annexure hereto for the purpose of converting into Group Housing Residential Colony.

VETTED  
D.A. (HQ)

*Ashok Solomon*

*S.S. Chintels*  
B.T.C.P.  
Hr. (H.A.)

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 at Village Babupur, Distt. Gurgaon, Haryana.

NOW THIS DEED WITNESSTHA AS FOLLOWS:

1). In consideration of the Director agreeing to grant a 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, hereby covenants as follows.

- a. That the owner shall deposit 30%(thirty percent) of the amount realized by him from flat holders from time to time within 10(ten) days of its realization in a separate account to be maintained in a Scheduled Bank and this amount shall be utilized by the Owner towards meeting the cost of Internal Development 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 hereto.

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- i) That the owner shall pay the proportionate External Development charges at the tentative rate of Rs. 104.44 Lacs per gross acre for Group Housing Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty 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 charges shall be payable within a period of 30 days from the date of grant of license.
  - b) Balance i.e. 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum, which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 104.44 Lacs per gross acre for Group Housing Colony.

*[Signature]*

*[Signature]*

D.T.C.P.  
 Hd. CHD  
*[Signature]*

- ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are being finalized. There is likelihood of some substantial increase in the EDC rates. The Colonizer shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of licence and shall furnish additional Bank Guarantee, if any, on the enhanced EDC rates.
- iii) In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
- iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% 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 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 completion of four years period and the colonizer shall bound to do so.
- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- vii) The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN the Director, Town and Country Planning will recover the cost from colonizer and deposit with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of external electrical services" i.e., HVPN/UHBNL/DHBNL. 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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 D.A. (HQ)

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 DTCP  
 Haryana

- c) That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.
- d) That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, 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 rights will be created without obtaining the prior permission of The DTCP.

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

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 D.A. (HC)

- e) That the owner shall be individual as well as jointly be responsible for the Individual plan of licenced 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 two Years of the grant of the licence.
- g) That 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(b) of the Agreement.
  - i) That these rates, schedule, terms and conditions of External Development charges may be revised by the Director during the license period as and when necessary and the owner shall be bound to pay the balance of 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 license.
  - (ii) That all 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 NBC with regard to light and ventilation, structural safety, sanitary requirements and circulation (vertical & horizontal) standards.

*[Signature]*

*[Signature]*  
 D.T.C.P.  
 H.R. CHD  
*[Signature]*

- (iii) That the owner shall furnish the layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Gurantee equal to 25% of the total cost of the development works (both for internal & external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of License.
- (iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath & WC.
- v) That in case of Group Housing the owner 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 Owner towards meeting the cost of internal development works and construction works in the colony.
- vi) The adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided, the owner shall at his own cost construct the primary-cum- nursery school, community buildings/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the government at any time free of cost land thus set apart for primary -cum- nursery school, community center buildings/dispensary and first aid center in which case the government shall be at liberty to transfer and conditions as it may lay down.

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 D.A. (HC)

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

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

- h) The Owner shall deposit infrastructure development charges at the rate of Rs. 625/- per sq. Mtr. For the group housing area measuring 19. 66916 acres and @ Rs. 1000/- per Sq. mtr. on commercial component of 0. 09884 acres for the total flatted area of the colony. The first installment of the infrastructure development charges would be deposited by the owner within 60 days of grant of license and the second installment to be deposited within 6 months from the date of grant of licence.

*[Signature]*  
 Colonizer

*[Signature]*

D.T.C.P.  
 Haryana  
*[Signature]*

- i) 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.
- j) That the owner shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.
- k) That without prejudice to any thing contained in this agreement all the provisions contained in the act and the rules shall be binding on the owner.
- l) That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till completion of external sewerage system by HUDA and make own arrangement for temporary disposal or give the requisite land.
- 2) Provided always 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 rules, then and in any such cases and notwithstanding the waiver of the any previous clause or right, the Director may cancel the license granted to him.
- 3) Upon cancellation of the license under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4) The stamp duty and registration charges on this deed shall be borne by the owner.
- 5) The expression "The Owner" herein before used shall include his heirs, legal representatives, and successors and permitted assignees.

VETTED  
D.A. (11Q)

*As owner*


*[Signature]*  
D.T.C.P.  
H. CHD.

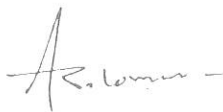


6 After the Layout Plans and development works or part thereof in respect of the group Housing colony or part thereof has been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the owner, release the bank guarantee or part thereof, as the case may be, provided that, if the completion of the Group Housing colony is taken in parts, only the part of the bank Guarantee corresponding to the part of the group housing colony completed shall be released and provided further the bank guarantee equivalent to the 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing 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 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:

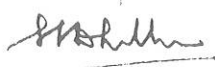
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J.N. Yadav 870 Sh. H.S. Yadav  
B-101, Bahawalpur Aptd.  
Plot No 32, Sec. 6  
Dwarka, New Delhi-75

  
OWNER

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DIRECTOR  
TOWN AND COUNTRY PLANNING  
HARYANA, CHANDIGARH

  
(Gian Chand)  
% D.P.C. P. Hr. Chd.

  
Director  
Town and Country Planning,  
Haryana, Chandigarh.