

हरियाणा HARYANA

LC-IV

30AA 660614

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

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2013 (Two thousand thirteen).

**Between**

1) Dale Developers Pvt. Ltd. 2) Gabino Developers Pvt. Ltd. 3) Blair Developers Pvt. Ltd. C/o Vatika Limited having its registered office at Flat No. 621-A, 6th Floor Devika Towers, Nehru Place, New Delhi - 110019 and its corporate office at office at Vatika Triangle, 7<sup>th</sup> Floor, Sushant Lok, Phase-I, Block A, Mehrauli – Gurgaon Road, Gurgaon – 122 002, Haryana, through their authorized signatory Sh. Gautam Bhalla appointed vide board resolution dated 23.08.2012 (hereinafter called the "Owner/Developer"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

.....of the ONE PART

**And**

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

.....of the OTHER PART

Dale Developers Private Limited

For Gabino Developers Pvt. Ltd.

For Blair Developers Pvt. Ltd.

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

*[Signature]*  
Authorized Signatory

36000  
~~26000~~

Uatika 21

Ajay Pal Stamp Vender  
Regn. No. 35  
Distt. Courts, Gurgaon  
27/12

27/12/12



WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a 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 grant of license is that the Owner /Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 11.125 acres falling in the revenue estate of Village Harsaru, Sector 89A, Gurgaon, District Gurgaon.

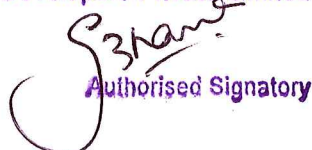
**NOW THIS DEED WITNESSETH AS FOLLOWS :-**

1. In consideration of the Director agreeing to grant license to the Owner/Developer 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/Developer hereby covenants as follows :-
  - (a) That the Owner/Developer shall deposit 30% of the amount realized by him from the 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/Developers towards meeting the cost of internal development works of the colony.
  - (b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:
    - (i) That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258.093 Lacs per gross acre for the Group Housing and Rs. 344.3696 per gross acre for the commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.
      - A. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
      - B. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 258.093 Lacs per gross acre for the Group Housing and Rs. 344.3696 per gross acre for the commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
      - C. That the owner shall pay the EDC as per schedule date & time as and when demanded by DG, TCP, Haryana.

**Gale Developers Private Limited** For **Gabino Developers Pvt. Ltd.** For **Blair Developers, Pvt. Ltd.**  
 **Authorized Signatory**  **Authorized Signatory**  **Authorized Signatory**

- (ii) That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
  - (iii) That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
  - (iv) In case the Owner/Developer 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.
  - (v) The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
  - (vi) In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/ Developer to pay the balance amount of EDC in the lump sum even before completion of the license period i.e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
  - (vii) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- (c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- (d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam Limited (HVPNL). If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran Nigam Limited/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.
- (e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

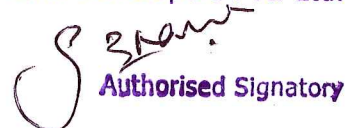
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For Gabino Developers Pvt. Ltd.

  
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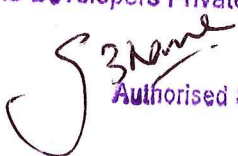
For Blair Developers Pvt. Ltd.

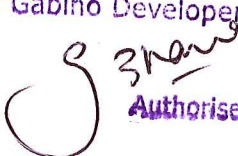
  
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- (f) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon which the Owner/Developer 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.
- (g) That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may be laid down.
- (h) No third party right shall be created without the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.
- (i) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.
- (j) That the Owner/Developer 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.
- (k) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
- (l) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
  - (i) That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
  - (ii) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning Plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

**Dale Developers Private Limited For Gabino Developers Pvt. Ltd. For Blair Developers Pvt. Ltd.**

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- (iii) That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/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 the 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 of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- (v) That in case of the said Group Housing Colony the Owner/Developer shall deposit 30% of the amount realized by him from the 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/Developers towards meeting the cost of internal development works in the colony.
- (vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
- (m) That the Owner/Developer shall deposit Infrastructure Development Charges (IDC) @ Rs. 625/- per sq. meter for Group Housing Component (175 FAR) and Rs. 1000/- per sq. meter for Commercial Component (150 FAR) area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- (n) That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- (o) That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- (p) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.

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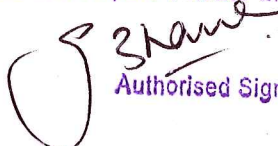
  
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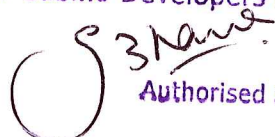


- (q) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DG,TCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, than in such case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
  3. Upon cancellation of the license under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank Guarantee in that events shall stand forfeited in favour of the Director.
  4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision on the site in licensed land for Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
  5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
  6. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
  7. After the layout and development works or part thereof in respect of the said Group Housing Colony 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/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

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For Blair Developers Pvt. Ltd.

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

WITNESSES :

1. Dhar  
Virender Dhar  
M-113/SF, Blossom-II  
Sector-51, Gurgaon.

1. For Dale Developers Pvt Ltd.

Dale Developers Private Limited

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2. For Gabino Developers Pvt Ltd.

For Gabino Developers Pvt. Ltd.

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3. For Blair Developers Pvt. Ltd.

For Blair Developers Pvt. Ltd.

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2.

DIRECTOR GENERAL  
TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH  
FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA



Annexure 'A'

**1. Details of land owned by Dale Developers Pvt. Ltd., Distt - Gurgaon**

<u>Village</u>	<u>Rect No.</u>	<u>Killa No.</u>	<u>Area</u>	
			<u>Kanal</u>	<u>Marla</u>
Harsaru	44	18/2	4	0
		19/2	4	0
		21	8	0
		22	8	0
		23	8	0
		24	8	0
		<b>Total</b>	<b>40</b>	<b>0</b>

**2. Gabino Developers Pvt. Ltd. Distt. Gurgaon**

<u>Village</u>	<u>Rect No.</u>	<u>Killa No.</u>	<u>Area</u>	
			<u>Kanal</u>	<u>Marla</u>
Harsaru	44	14	8	0
		15	8	0
		16 min	1	0
		17	8	0
		<b>Total</b>	<b>25</b>	<b>0</b>

**3. Blair Developers Pvt. Ltd. Distt. Gurgaon**

<u>Village</u>	<u>Rect No.</u>	<u>Killa No.</u>	<u>Area</u>	
			<u>Kanal</u>	<u>Marla</u>
Harsaru	44	12	8	0
		13	8	0
		18/1	4	0
		19/1	4	0
		<b>Total</b>	<b>24</b>	<b>0</b>

<b>Grand Total</b>	<b>89</b>	<b>0</b>	<b>Or 11.125 Acres</b>
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