



AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AFFORDABLE GROUP HOUSING COLONY 2900673261

This agreement is made on this 12<sup>th</sup> day of September, of year 2014.

Between

We M/s Revital Reality Pvt. Ltd., a company registered under the Companies Act 1956 having its registered office at 1114, 11th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi-19 (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees, acting through its authorized signatory namely Mr. Yagna Brahmam S/o Sri Ch. Sainarayan, R/o 1548, Housing Board Colony, Sec-31, Gurgaon.

..... Of The One Part

And

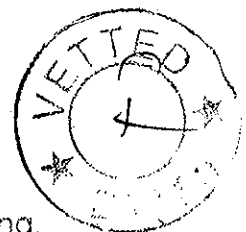
The Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

For Revital Reality Pvt. Ltd.

..... Of The Other Part

Authorised Signatory

Director General  
Town & Country Planning,  
Haryana, Chandigarh



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 an Affordable Group Housing Colony

AND WHEREAS under Rule II 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 General for carrying out and completion of development works in accordance with the additional license finally granted for setting up an Affordable Group Housing Colony on the land measuring 7.025 acres falling in the revenue estate of Village Naurangpur, Sector-79B of GMUC, District Gurgaon, Haryana.


NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

In consideration of the Director General agreeing to grant license to the Owner/ Developer to set up the Affordable Group Housing Colony) on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-II of the Haryana Development and Regulation of Urban Areas Rules, 1976 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 Or Charges ("EDC") for the area earmarked for the Affordable 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. 94.6341 Lacs/acres for Affordable Group Housing colony Component and Rs.441.9404 Lac/ acres for Commercial component. These charges shall be payable

For Revival Reality Pvt. Ltd.

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Authorised Signatory


  
Director General  
Town & Country Planning,  
Haryana, Chandigarh



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 installments of 10% each i.e.

- (ii) 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.
- (iii) Balance 90% in Nine equal Six monthly installments 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. 94.6341 Lacs/acres for Affordable Group Housing colony Component and Rs.441.9404 Lac/ acres for Commercial component. However at the time of grant of occupation certificate nothing will be due on account of EDC.
- (iv) That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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 @

For Revital Reality Pvt. Ltd.

  
Authorised Signatory

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh

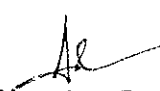


15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.

- (ix) 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 the completion of the license period and the Owner/ Developer shall be bound to make the payment within the period so specified.
- c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- d) The owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. 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 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 Bijli Vitran Nigam Limited, DHBVNL Haryana and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.
- e) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable Group Housing Colony for the period of time 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 free of cost to the Government of the local authority, as the case may be.
- No third party right shall be created without getting the prior permission from the Director General Town and Country Planning, Haryana, Chandigarh.

For Revital Reality Pvt. Ltd.


  
~~Authorised Signatory~~

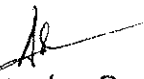
  
Director General  
Town & Country Planning,  
Haryana, Chandigarh



- f) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.
- g) 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.
- h) That the Owner /Developer shall complete the Internal Development Works within four years of the grant of License.
- i) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1 (b) of the agreement.
- j) 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.
- k) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provision 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)
- l) That the owner shall furnish layout plan of Affordable Group Housing Scheme along with 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 Affordable Group Housing Scheme within a period of 60 days from the date of grant of license.
- m) That all Flats in this project shall be allotted in one go within 4 months sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.

For Revital Reality Pvt. Ltd.

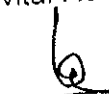
  
Authorized Signatory

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh



- 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 Affordable 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 Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring 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.
- 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 disposable 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.
- r) 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, then in case and notwithstanding the waiver of any previous clause or right, the Director General may cancel the license granted to the Owner/ Developer.
- s) 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 event shall stand forfeited in favor of Director General.
- t) 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

For Revital Reality Pvt. Ltd.

  
Authorised Signatory

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh

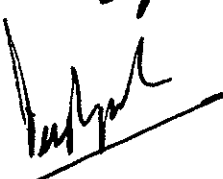


period from the date of grant of license to enable provision to site in licensed land transformers Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

- u) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- v) After the layout and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable 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 Affordable 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.

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

WITNESSES:

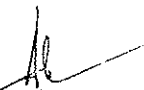
1. *Pushpender Singh*  


For Revival Realty Pvt. Ltd.

  
Authorized Signatory  
~~Authorised Signatory~~

(Director)  
Director General  
Town and Country Planning,  
Haryana, Chandigarh

For and on behalf of the  
Governor of Haryana

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh





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FORM LC-IV-A BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN  
AFFORDABLE GROUP HOUSING COLONY

This agreement is made on this 12<sup>th</sup> day of September, of year 2014.

Between

M/s Revital Reality Pvt. Ltd., a company registered under the Companies Act 1956 having its registered office at 1114, 11<sup>th</sup> Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi-19, represented herein by its Authorized Signatory, Mr. Yagna Brahmam S/o Sri Ch. Satnarayan. R/o 1548, Housing Board Colony, Sec-31, Gurgaon.

..... Of The One Part

And

The Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

For Revital Reality Pvt. Ltd.

..... Of The Other Part

  
Authorised Signatory

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh





AND WHEREAS addition to the agreement executed in pursuance of the provision of the Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), and the condition laid down herein to grant of license the owner/developer shall enter into Bilateral agreement with The Director General for carrying out and completion of development works in accordance with the additional license finally granted for setting up a Affordable Group Housing Colony on the land measuring 7.025 Acres falling in the revenue estate of Village Naurangpur, Sector- 79 B of GMUC District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect

NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the OWNER/Developer to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer, the Owner/ Developer hereunder covenants as follows:

- 1 The terms, conditions and policy parameters as prescribed under the affordable housing Policy, 2013 as notified by notification no-48921 dated 19.08.2013 and enclosed as Annexure-I to this agreement shall form integral part of this agreement and shall be read as part and parcel of this agreement.
- 2 That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with the 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).
- 3 That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing Scheme, as

For Revital Reality Pvt. Ltd.


Authorized Signatory


Director General  
Town & Country Planning,  
Haryana, Chandigarh



per rate, schedule, terms and conditions Annexed hereto That the rates, schedule, term and conditions of the CDC as mentioned in LC-IV 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 and terms and conditions determined by him along with the interest from the date of grant of license.

- 4 That the Owner/Developer shall ensure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act 1983 which shall be followed in letter & Spirit.
- 5 The terms condition and policy parameters as prescribed under the Affordable Housing Policy, 2013 as notified by notification no-48921 dated 19.08.2013 and enclosed as ~~Annexure-I~~ to this agreement shall form integral part of this agreement and shall be read as part and parcel of this agreement.
- 6 After the layout plans and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable 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 Affordable 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 Rules-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
- 7 That the Bank Guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee if  
For Revital Reality Pvt. Ltd.

  
Authorised Signatory

  
Director General  
Town & Country Planning,  
Haryana, Chandigarh



any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the 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/Developer will furnish an additional bank guarantee within the thirty days on demand.

- 8 Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the license granted to the Owner/Developer.
- 9 Upon cancellation of the license under clause 8 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 area Rules, 1976 and all the subsequent amendment made in the Act and Rules up to date. The Bank Guarantee in that event shall stand forfeited in favor of the Director.
- 10 That the Owner/Developer 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 license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 11 The stamp duty and registration charges on this deed shall be borne by the Owner Developer.
- 12 That any other condition which the Director may think necessary in public interest can be imposed.
- 13 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 arrangement for temporary disposable or give the requisite land. The

For Revital Reality Pvt. Ltd.

Authorised Signatory

Director General  
Town & Country Planning  
Haryana, Chandigarh




Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc, to the satisfaction of DCTCP till the services are made available from the external infrastructure to be laid by HUDA.

- 14 The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010

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

WITNESSES:

For PWDA Realty Pvt. Ltd.

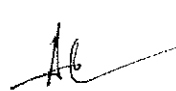
  
Authorized Signatory  
Authorised Signatory

  
Pushpender Singh

(Director)  
Director General  
Town and Country Planning,  
Haryana, Chandigarh

For and on behalf of the  
Governor of Haryana



  
Director General  
Town & Country Planning,  
Haryana, Chandigarh

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[Extract from Haryana Government Gazette (Extra.), dated the 19<sup>th</sup> August, 2013]

**HARYANA GOVERNMENT**  
**TOWN AND COUNTRY PLANNING DEPARTMENT**  
**Notification**

The 19<sup>th</sup> August, 2013

NO. PF-27/48921. The Governor of Haryana is pleased to notify a comprehensive 'Affordable Housing Policy 2013' under the provisions of Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975 and any other corresponding statute governing development of group housing colonies on the subject.

The policy, of which the details are given in Annexure-A below, has been concurred by the Finance Department vide their UO No.11/158/2013-5FDIII/22188 dated 05.08.2013 and approved by the Council of Ministers in its meeting held on 06.08.2013.

This policy shall come into effect from the date of its notification. The Director General, Town and Country Planning, Haryana, is hereby directed to effectively implement this policy to facilitate creation of additional affordable housing stock in the urban areas of the State.

**ANNEXURE-A**  
**AFFORDABLE HOUSING POLICY 2013**


**1. FOREWORD:**

- (i) This policy shall be known as 'Affordable Housing Policy 2013'. All references to 'policy' in this document shall imply to 'Affordable Housing Policy 2013'.
- (ii) This policy is intended to encourage the planning and completion of 'Group Housing Projects' wherein apartments of 'pre-defined size' are made available at 'pre-defined rates' within a 'Targeted time-frame' as prescribed under the present policy to ensure increased supply of 'Affordable Housing' in the urban housing market to the deserving beneficiaries.
- (iii) Any project for which licence is granted under the present policy cannot be converted into a normal group housing colony under any situation and irrespective of whether or not it falls within the 20% residential sector area limit prescribed for group housing projects.
- (iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the 'date of commencement of project' for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.

**2. SITING PARAMETERS:**

- (i) The projects under this policy shall be allowed only in the residential zone of the notified Development Plans of various towns/cities of the State.
- (ii) The maximum area for which such projects can be allowed in a Development Plan shall be governed by the following criteria:-

For Revital Reality Pvt. Ltd.

  
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Authorised Signatory



Director General  
Town and Country Planning,  
Haryana, Chandigarh ✓

Sr No	Development Plan	Maximum aggregated area (acres) of Projects allowed in the urbanisable limit per Development Plan
a.	Gurgaon, Faridabad, Panchkula, Panchkula Extn, Pinjore-Kalka	300
b.	Sonipat, Panipat, Karnal, Dharuhera, Bahadurgarh & Sohna	150
c.	Rest of the Development Plans	75

- (iii) The applications for licence received under this policy should be made in the format as prescribed in the Rule 3 of the Haryana Development and Regulations of Urban Areas Rules, 1976 and the said Rules shall be applicable mutatis-mutandis for processing of the application under this policy. Further, the applications for licence received under this policy shall be considered on First-Come-First-Serve basis after the notification of this policy.
- (iv) In any residential sector not more than 5% of the net planned area under residential zone can be allowed for projects under this policy. However, if a residential sector has an area of less than 100 acres, one such project shall be allowed on 5 acres. Further, in order to ensure that such projects are well distributed over the Development Plan area, the maximum net planned area that can be permitted under this policy in any residential sector shall be restricted to 10 acres.
- (v) Whereas, applications under this policy shall be received on an ongoing basis till the availability of area in any specific sector and/or any specific development plan vis-a-vis the area limits prescribed under this policy gets licenced. Nevertheless, all applications received within 15 days of the notification of this policy shall be placed sector-wise in order of seniority. If only one application is received in a particular sector in this period, such application shall be considered on merits for grant of licence as per minimum and maximum area norms cited at para no. 3. However if more than one application is received during this 15 days period, then first two eligible applications shall be considered for grant of licence for an area of 5 acres each, irrespective of the area applied.
- (vi) Such projects can be allowed beyond the 20% group housing limit in a sector in case they fulfill all other prescribed policy parameters and can't be accommodated within the prescribed 20% limit for group housing projects. However, if a project under this policy is accommodated within the prescribed 20% limit for group housing, no further relaxation in the said 20% limit shall be allowed.
3. **MINIMUM AND MAXIMUM AREA FOR SUCH PROJECT:** The minimum and maximum area for such projects shall be 5 acres and 10 acres respectively irrespective of the Development Plan where such project is proposed.
4. **PLANNING AND AREA PARAMETERS:**
- (i) **Planning Parameters:** The planning parameters for the projects allowed under this policy are as follows:

For Revital Reality Pvt. Ltd.

Authorised Signatory

Director General  
Town & Country Planning,  
Haryana, Chandigarh



- a. Min. and Max. density permitted: 850ppa (min) & 900ppa (max)
- b. Maximum FAR allowed: 225
- c. Maximum Ground Coverage allowed: 50%
- d. Maximum area under Commercial Use: 4% of the Net Planned Area at 175 FAR.
- e. Minimum Area under organized Open Space: 15% of the Net Planned Area
- f. Occupancy Norm (for density calculations): 5 persons per flat
- g. An additional component of population density, FAR and commercial area is provided beyond what is allowed in group housing colonies to ensure the viability of such projects.

(ii) Type of Apartment and Area under such Apartments:

- a. The apartments of pre-defined size-range shall be allotted at a pre-defined rate to ensure provision of affordable housing under this policy.
- b. The carpet area of the apartments shall range from 28sqm to 60sqm in size.
- c. The term "carpet area" shall mean the net usable covered floor area bound within the walls of the apartment but excluding the area covered by the walls and any balcony which is approved free-of-FAR, but including the area forming part of kitchen, toilet, bathroom, store and built-in cupboard/ almirah/ shelf, which being usable covered area shall form part of the carpet area.
- d. No separate EWS category apartments shall be provided to eliminate any cross subsidy component and thus to avoid any adverse impact on the affordability of apartments made available under this policy.

(iii) Parking Norms:

- a. The parking space shall be provided at the rate of half Equivalent Car Space (ECS) for each dwelling unit.
- b. Only one two-wheeler parking site shall be earmarked for each flat, which shall be allotted only to the flat-owners. The parking bay of two-wheelers shall be 0.8m x 2.5m unless otherwise specified in the zoning plan.
- c. No car parking shall be allotted to any apartment owner in such projects.
- d. The balance available parking space, if any, beyond the allocated two-wheeler parking sites, can be earmarked as free-visitor-car-parking space.
- e. Additional parking norms and parameters, if any, can be specified in the zoning plan.

(iv) Community Sites: The coloniser shall be required to provide the following community sites in any such project, which shall form part of the common areas and facilities as defined under the Haryana Apartment Ownership Act:

- a. One built-up Community Hall of not less than 2000sqft.
- b. One built-up Anganwadi-cum Creche of not less than 2000 sqft area.
- c. No other community sites shall be required to be provided in such project.

For Revital Reality Pvt. Ltd.

  
Authorised Signatory

Director General  
Town & Country Planning,  
Haryana, Chandigarh



- (v) Maintenance of colony after completion of project: A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.

5. **ALLOTMENT RATES; ALLOTMENT & ELIGIBILITY CRITERIA:**

- (i) Allotment Rate: The allotment rate for the Apartment units approved under such projects shall be as follows:

Sr No	Development Plan	Maximum allotment rate on per sqft carpet area basis	Additional recovery against balcony of min 5ft clear projection #
a.	Gurgaon, Faridabad, Panchkula, Pinjore-Kalka	Rs.4,000/- per sq. ft.	Rs 500 per sqft against all balcony area in a flat adding upto and limited to 100 sqft, as permitted in the approved building plans.
b.	Other High and Medium Potential Towns.	Rs.3,600/- per sq. ft.	
c.	Low Potential Towns	Rs.3,000/- per sq. ft.	

NOTE: # : Such cantilevered balconies (unsupported on three sides) shall not be part of carpet area and shall continue to be allowed free-of-FAR.

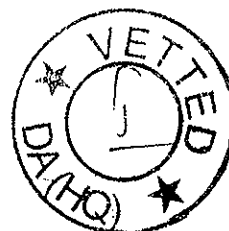
(ii) Eligibility Criteria:

- Any person can apply but person which includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA developed colony/ sector or any licenced colony in any of the Urban Areas in Haryana, UT of Chandigarh and NCT Delhi shall be given first preference in allotment of flats. An applicant in a specific colony shall make only one application. Any successful applicant under this policy shall not be eligible for allotment of any other flat under this policy in any other colony: In case, he/she is successful in more than one colony, he/she will have choice of retain only one flat. All such applicants shall submit an affidavit to this effect.
- Upto 5% of the total number of flats as approved in the building plans may be allotted by a licensee to its employees/ associates/ friends/ relatives etc. subject to the disclosure of their name/address and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with the draw of flats for general category flats. The rates and eligibility criteria prescribed under this policy shall continue to be applicable on such preferential allotments also and the allotment procedure shall be completed along with general category flats. In case less allotments are made for such preferential category flats, the extra availability shall be merged with general category allotments.

For Revital Reality Pvt. Ltd.

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Town & Country Planning,  
Haryana, Chandigarh






(iii) Allotment criteria: The draw for allotment of apartments shall be held under the supervision of a committee constituted for the purpose by following a transparent procedure as below:

- a. Advertisements for booking of apartments shall be issued by the coloniser on two occasions at one week interval in 'One of the leading English National daily' and 'Two Hindi Newspapers' having circulation of more than ten thousand copies in the State to ensure adequate publicity of the project and should include details like allotment rate, schedule of payment, number and carpet area of apartment etc. The proforma of advertisement shall be separately approved by the DGTCP and hosted on the Department website for clarity.
- b. All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat. All such applicants shall be eligible for an interest at the rate of 10% per annum on the booking amount received by the developer for a period beyond 90 days from the close of booking till the date of allotment of flat or refund of booking amount as the case may be. The applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount will be recovered in six equated six monthly instalments spread over three-year period, with no interest falling due before the due date for payment. Any default in payment shall invite interest @15% per annum. The project-wise list of allottees shall also be hosted on the website of the Department.
- c. The scrutiny of all applications received as per the parameters prescribed in the policy shall be completed by the coloniser under the overall monitoring of concerned District Town Planner (DTP). The scrutiny of applications by the joint team of coloniser and the concerned DTP shall be completed within three months from the last date of receipt of applications as indicated in the advertisement.
- d. On completion of scrutiny as above, the concerned Senior Town Planner shall fix the date of draw of lots. Simultaneously the ineligible applications shall be returned within one month of completion of scrutiny by the coloniser indicating the grounds on which the applications have been held to be ineligible alongwith the 5% booking amount received from such applicants. No interest in such case shall be paid.
- e. After fixation of date for draw of lots, an advertisement shall be issued by the coloniser informing the applicants about the details regarding date/time and venue of the draw of lots in the same newspaper in which the original advertisement was issued.

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- f. The allotment of apartments shall be done through draw of lots in the presence of a committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner (Circle office), DTP of the concerned district and the representative of coloniser concerned.
- g. Only such applications shall be considered for draw of lots which are complete and which fulfil the criteria laid down in this Policy. However, it is possible that some of the application forms have certain minor deficiencies, viz., missing entry on the application form, incorrect/missing line in affidavit, illegible copies of certain documents. Such applications may also be included in the draw of lots. However, in case any of such applications are declared successful in the draw of lots, applicants may be granted an opportunity of removing the shortcomings in their application in all respects within a period of 15 days, failing which their claim shall stand forfeited. The said 15 days period shall start from the date of publication of the list of successful allottees in the newspaper marking those successful applications with minor deficiencies for information and notice of such applicants for removing such deficiencies and submit the same to the concerned DTP. The list of such successful allottees shall also be maintained on the website of the Department.
- h. A waiting list for a maximum of 25% of the total available number of flats available for allotment, may also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. In case of surrender of flat by any successful applicant, an amount of Rs 25,000/- may be deducted by the coloniser. Such flats may be considered by the committee for offer to those applicants falling in the waiting list. However, non-removal of deficiencies by any successful applicant shall not be considered as surrender of flat, and no such deduction of Rs 25,000 shall be applicable on such cases. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the licensee shall refund the booking amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the booking amount shall be refunded back to the waitlisted applicants, without any interest. All non-successful applicants, shall be refunded back the booking amount within 15 days of holding the draw of lots.
- i. If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi news-paper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of

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publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list.

- j. The colonizer shall issue advertisements on three separate occasions in case adequate number of applications are not received, after which if the situation continues to persist, the Government shall take a decision on the further continuance of such project on case-to-case basis on individual merits.


6. **APPLICABLE FEES & CHARGES:**

- (i) Keeping into account the fact that a limited number of projects shall be allowed under this policy and the sale is to be effected at a predetermined rate, the licence fees and IDC shall stand waived off. However, scrutiny fees and conversion charges at prescribed rates shall be levied.
- (ii) Similarly, in order to minimize the impact of EDC rates on the viability of such a project, the rates and schedule of EDC applicable on plotted colonies shall be levied on such projects. In order to encourage early completion of projects, in case the colonizer completes the project in 3.5 years from the date of commencement of project and applies for grant of occupation certificate in such period, the payment of last instalment of EDC shall be considered for waiver after grant of occupation certificate.

7. **SPECIAL DISPENSATIONS:**

- (i) As a matter of security against any possible delinquencies in completion of the project, the coloniser shall be required to furnish bank guarantee against the total realisation from the project at the rate of 15% for areas falling in the Development Plans of Gurgaon, Faridabad, Panchkula, Panchkula Extn and Pinjore-Kalka and at the rate of 10% for rest of the towns to be furnished within 90 days of the date of commencement of the project. The bank guarantee shall be proportionately released against block-wise occupation certificate obtained by the licensee. However 10% of the total bank guarantee submitted shall be retained to be released at the end of 5 years maintenance period.
- (ii) No allotment of flat shall be permitted until the date of commencement of the project. However, the formalities pertaining to the allotment of flats can be initiated at an appropriate date after obtaining the licence to enable the actual allotment of flat immediately after the date of commencement of project.
- (iii) Once an apartment is allotted through the procedure as specified above, the same cannot be transferred by the coloniser to any other person by documentation in its records. Such apartments shall also be prohibited for transfer/sale up to one year after getting the possession of the flat to avoid speculation and to provide housing to the genuine persons. Breach of this condition will attract penalty equivalent to 200% of the selling price of the

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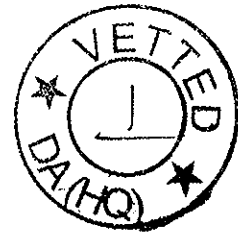
flat. The Penalty will be deposited in the 'Fund' administered by the Town and Country Planning Department so that the infrastructure of the State can be improved. Failure to deposit such penalty shall result in resumption of the flat and its re-allotment in consultation with the Department.

- (iv) The transfer of property through execution of irrevocable General Power of Attorney (GPA) where the consideration amount has been passed to the executor or any one on his behalf, will be considered as sale of the property and same will be counted as breach of terms and conditions of the policy. Penal proceedings as per the prescribed provisions above shall be initiated.
- (v) The allotment letter and sale-purchase agreement entered into with the allottees shall also include the parameters prescribed under this policy to maintain complete transparency in the matter.
- (vi) The developer shall disclose in the 'Application Form' as well as in the advertisement, the complete set of specifications to be adopted for finishing/fittings to be provided by the coloniser in the flat, viz., Flooring (Rooms, Kitchen, Toilet & Bathroom, Balcony, Common Areas, staircase etc.); Door & Window frame and panel; Kitchen Worktop & Wall finishing; Toilet & Bathroom fittings and wall finishings; Internal Electrical Wiring, fittings, electrical points etc.; Internal public health Services—pipes and fittings, sewerage and sanitary fittings; Wall finishing; Staircase and Balcony railings, etc.

T.C.GUPTA,  
Principal Secretary to Government, Haryana  
Town and Country Planning Department.

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