



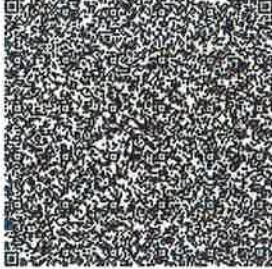
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL84371830418349M
Certificate Issued Date	: 24-Jul-2014 04:45 PM
Account Reference	: IMPACC (IV)/ dl841703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84170365860143551993M
Purchased by	: PARSVNATH DEVELOPERS LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PARSVNATH DEVELOPERS LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: PARSVNATH DEVELOPERS LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



.....Please write or type below this line.....

FORM LC-IV

(See Rule-11)

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

This agreement is made at New Delhi on the 23rd day of AUGUST, 2014
(Two Thousand and Fourteen)


Director General
Town & Country Planning,
Haryana, Chandigarh



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclsestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

M/s Dolphin Buildwell Pvt. Ltd., M/s Anjaney Developers Pvt. Ltd., M/s Honey Builders Pvt. Ltd., M/s Limelight Realtors Pvt. Ltd., M/s Crimson Infrastructure Pvt. Ltd., M/s Parsvnath Infra Ltd., (formerly known as Parsvnath SEZ Ltd), M/s Concord Buildwell Pvt. Ltd, M/s Symphony Realtors Pvt. Ltd., Smt. Geeta w/o Sh. Devender Singh, Smt. Geetu Taneja w/o Sh. Naresh Taneja, M/s Hightech Propcon Pvt. Ltd., C/o M/s Parsvnath Developers Limited, a company registered under the Companies Act 1956 having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 (hereinafter referred to as 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 acting through their authorized signatory Shri Sanjeev Jain, of the ONE PART

AND

The Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the '**Director General**') of the OTHER PART.

WHEREAS the owner is in possession of or otherwise well entitled to the land mentioned in the Annexure hereto for the purposes of converting and developing it into Residential plotted 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 the grant of license is that the Owner shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Residential Plotted Colony on the land measuring 100.36875 acres falling in the revenue estate of Village Mohammadpur Gujjar & Sohna, Sector-2 of Sohna, District Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director General agreeing to grant license to the Owner to set up the said residential plotted colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and


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Regulation of Urban Areas Rule, 1976 by the Owner, hereby covenants as follows:

- i. That the Owner shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time, within 10 (ten) days of its realization in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the Owners towards meeting the cost of Internal Development Works (hereinafter referred to as 'IDC') and Construction Works in the colony.
- ii. That the owner undertakes to pay proportionate External Development Charges (hereinafter referred to as 'EDC') as per rate, schedule, terms and conditions hereto:-
 - a. That the Owner shall pay the proportionate EDC at the tentative rate of Rs.86.5282 Lacs per acre for the plotted area of 78.20875 acres,, Rs. 346.1348 lacs for Group Housing component area of 20.16 acres and Rs. 403.80 Lacs per acre for the commercial component on the land measuring 2.0 acres. These charges shall be payable to the Haryana Urban Development Authority (HUDA) through the Director General, Town & Country Planning Haryana, either in lump-sum within 30 days from the date of grant of license or in ten equal half yearly installment of 10% each in following manner:
 1. First installment of 10% shall be payable within a period of 30 days from the date of grant of license.
 2. Balance 90% in nine equal half yearly installments along with interest at the rate of 12% p.a. which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 86.5282 Lacs per acre for the plotted area of 78.20875 acres; Rs. 346.1348 Lacs per acre for Group Housing area of 20.16 acres and Rs. 403.80 Lacs per acre for the commercial component on the land measuring 2.0 acres. However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.
 - b. That the Owner shall pay the EDC, as per schedule date as and when demanded by the Director General.


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- c. That in the event of increase in EDC rates, the owner 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.
- d. For the grant of completion certificate, the payment of EDC shall be pre-requisite along-with the valid license and Bank Guarantee.
- e. That the Owner shall specify the detail of calculation per sq mtr/per sq ft which is being demanded from plot owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.
- f. The unpaid amount of EDC would carry an interest of 12% per annum (simple) 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 15%(Simple) per annum) would be chargeable up to period of three (3) months and the additional three (3) months with the permission of Director General.
- g. In case, the HUDA executing external development works completes the same before the final payment of EDC, the Director General shall be empowered to call upon the Owner to pay the balance amount of EDC in lump-sum even before the completion and the Owner shall be bound to make the payment with the period so specified.
- h. Enhance Compensation of land cost, if any shall be payable extra as decided by Director General from time to time.
- i. The Owner will arrange the electric connection from outside sources for electrification of their colony from H.V.P.N. If they fail to provide electric connection from H.V.P.N., Director General will recover that cost from the owner and deposit it with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the owner, for which the owner will be required to get the "electrical (distribution) services plan/estimate" approved from the agency


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responsible for installation of "External Electrical Service", i.e. HVPN/UH BVNL/DH BVNL, Haryana and complete the same before obtaining occupation/completion certificate for the colony.

- j. No EDC would be recovered from the EWS categories of allottees.
- k. That the rates, schedule and terms and conditions of EDC may be revised by the Director General during the period of license as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions, so determined by the Director General along with interest from the date of grant of license.
- l. 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 the owners shall transfers 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.
- m. That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of five years from the date of grant of license extendable by the Director General 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 the Local Authority, for the land purpose, on such terms and conditions as it may laid down.
- n. No third party/ subsequent rights will be created without obtaining the prior permission of the Director General.


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- o. All the community buildings will be got constructed by the Owner within a time period, so specified by the Director General.
- p. 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.
- q. That the Owner shall complete the internal development works within five years from the date of grant of license.
- r. That the Owner shall deposit infrastructure development charges @ Rs.375/- per sq.mtr. for permissible saleable plotted area and @ Rs.750/- per sq.mtr (175 FAR) for commercial component & Rs. 460/- per sq.mtr for Group Housing component through bank draft in favour of Director General, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license failing which 18% p.a. (Simple) Interest will be paid for the delayed period.
- s. That the Owner shall carry out at his own expenses any other works which the Director General may think necessary and reasonable in the interest of proper Development of the colony.
- t. That the Owner shall permit the Director General 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 Owner shall carry out all the directions issued to him for ensuring the due compliance of the execution of the layout plans and the development works in accordance with the license granted.
- u. 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.
- v. That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at


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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.

- w. That the Owner shall convey the 'ultimate power load requirement' of the project to the concerned power utility, with a copy to the Director General, within two months period from the date of grant of license to enable provision of site within the licensed land for transformers/Switching Station/Electric sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.
- x. That the Owner shall abide by the policy dated 08.07.2013 or any other instructions issued from time to time in respect to EWS plots as mentioned in the bilateral agreement.
2. Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act and the Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to them.
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 event shall stand forfeited in favour of the Director General.
4. The Stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression 'Owner' herein before used/shall includes their heirs, legal representatives, successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the Residential Plotted Colony or part thereof have completed and a completion certificate in respect thereof has been issued, the Director General 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 Residential Plotted Colony is taken in parts, only the part of the Bank

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Guarantee corresponding to the part of the residential plotted 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 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 General in proportion to the payment of the External Development Charges received from the Owner.

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

WITNESS

For M/s. Parsvnath Developers Ltd

1.


(Authorised Signatory)

2.

WITNESS

1.

Director General

Town & Country Planning

Haryana, Chandigarh

2.




Director General
Town & Country Planning,
Haryana, Chandigarh

