भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

(12)

हरियाणा HARYANA

E 155139

LC-IV

(See Rule 11)

Agreement by the Owner of land intending to set up a Commercial Colony

This agreement is made on 8th day of December 2009.

BETWEEN

M/s R. P. Estates Pvt. Ltd., a company incorporated under the companies' act, 1956, having its Registered Office at M-25 Greater kailash part-II (Market), New Delhi. acting through its Director Shri Rohit Gupta (hereinafter called the **"OWNER"**) of the ONE PART.

AND

For M/s. R. P. Estates (P) Ltd.

Director

D.T.C.P.
Hr. CHD.

The Governor of Haryana, acting through the Director Town & Country Planning, Haryana (hereinafter referred to as the "**DIRECTOR**") of the OTHER PART.

WHEREAS the **OWNER** is in possession of the Land mentioned in the Annexure hereto for the purpose of converting it into a Commercial Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "**RULES**"), one of the conditions for the grant of Licence is that the Owner shall enter into an Agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a Commercial Colony on the land measuring 2.9875 acres in the revenue estate of Village Naurangpur, Sector-80, Tehsil & District Gurgaon, Haryana ((hereinafter referred to as the "**COLONY**")

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant Licence to the Owner to set up the said Commercial Colony on the Land mentioned in Annexure attached hereto on the fulfilment of all the conditions as are laid down in the Rules, 1976 the Owner hereby covenants as follows:

A) That the Owner undertakes to pay the proportionate External Development Charges (EDC), as per the rate, schedule, terms and conditions hereunder:

i) That the Owner shall pay the proportionate External Development Charges (EDC) at the tentative rate of Rs. 291.537 lacs per gross acre for Commercial Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana, either in lump-sum within 30 days from the date of grant of

ATTESTED
D. A. (HQ)

For M/s. R. P. Estates (P) Ltd.

Director

D.T.C.P.

Licence or in Ten equal six monthly instalments of 10 % each in the following manner:-

a) First Instalment shall be payable within a period of 30 days from the date of the grant of Licence.

b) Balance i.e. 90% in nine equated six monthly installments along with interest at the rate of 15% per annum on unpaid portion of the amount worked out at the tentative rate of Rs. 291.537 Lacs per gross acre for Commercial Colony.

ii) The EDC Rates are under review and are likely to be finalized soon. There is likelyhood of substantial increase in EDC rate, the owner will therefore be liable to pay the enhanced amount of EDC and the interest on instalments in any, from the date of grant of Licence and shall furnish the additional Bank Guarantee, if any, on the enhanced EDC rates.

iii) For the grant of Completion Certificate, the payment of External Development Charges (EDC) shall be the pre-requisite along with the valid Licence and the Bank Guarantee.

iv) The unpaid amount of EDC would carry an interest of @12% per annum (simple) and in case of any delay in the payment of instalments 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.

v) In case, the HUDA executes External Development Works (IDW) before final payment of EDC the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum

For M/s. R. P. ...

Director

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even before the completion of the Licence period and the Owner shall be bound to make the payment within the period so specified.

B) Enhanced Compensation on land cost, if any, shall be payable extra as decided by Director from time to time.

C) The Owner will arrange the Electric Connection from outside source for electrification of their Colony from HVPN. If they fail to provide electric connection from HVPN, then the Director, Town and Country Planning (DTCP), will recover the cost from the Owner and deposit it with HVPN. However, the installation of the 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/Estimates" approved from the agency responsible for installation of "External Electrical Services", i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining Completion Certificate for the Colony.

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

E) That the Owner shall be responsible for the maintenance and upkeep of the 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.

For M/s. R. P. Estates (P) Ltd.

Director

D.T.C.P.
Br. CHD.

F) That the Owner shall be individually as well as jointly be responsible for the development of the Commercial Colony.

G) That the Owner shall complete the Internal Development Works within one years of the grant of the Licence.

H) That the Owner shall deposit Infrastructure Development Charges @ Rs 1000/- (Rupees One Thousand Only) per sq. meter of the total area of the Colony in two equal Instalments. The First Instalment of the Infrastructural Development Charges would be deposited by the Owner within 60 days from the date of grant of Licence and the Second Instalment to be deposited within Six months from the date of grant of Licence, failing which interest @18% per annum will be charged for the delay in the payment of Instalments.

I) That the Owner 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 Colony.

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J) That the Owner shall permit the Director or any other officer of the Department authorized by him in this behalf to inspect the execution of the Development Works in the Commercial Colony and the Owner shall carry out all direction issued to him for ensuring due compliance of the execution of the Development Works in accordance with the Licence granted.

K) That without prejudice to anything contained in this Agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.

L) That the Owner shall make his own arrangement for disposal of Sewerage till the External Sewerage System is provided by HUDA and the same is made functional.

For M/s. R. P. Estates (P) Ltd.

Director

D.T.C.P.
Hr. CHD.

2. Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of the 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 may cancel the Licence granted to the Owner.

3. Upon cancellation of the Licence under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to 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"** hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

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6. After the Layout Plan and Development Works in respect of the **"Commercial Colony"** have been completed by the Owner in accordance with Approved Plans and Specifications and a Completion Certificate in respect thereof have been issued, the Director may, on the application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Commercial Colony 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 in proportion to the payment of the External Development Charges received from the Owner.

For M/s. R. P. Estates (P) Ltd.

Director

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

WITNESSES:

M/s R.P. Estates Pvt. Ltd.

For M/s. R. P. Estates (P) Ltd.

Director

Director
(OWNER)

WITNESSES:

DIRECTOR
Town & Country Planning
Haryana, Chandigarh
FOR & on behalf of the Governor of Haryana

VETTED
D. A. (HQ)

Director
Town & Country Planning
Haryana, Chandigarh.