



दिल्ली DELHI

H 098098

LC-IV

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

This agreement made on 3rd day of December, 2007 between M/s Pioneer Urban Land & Infrastructure Limited, a company incorporated under Companies Act, 1956, having its Registered Office A-22, (3rd Floor), Green Park, Aurobindo Marg, New Delhi-110016, through its authorised signatory Shri Mani Jaju S/o Shri Mal Chand Jaju (hereinafter called the "Owner") of the One Part.

And

The Governor of Haryana acting through the Director Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

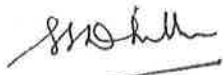
WHEREAS the Owner is in the possession of the land mentioned in Annexure hereto for the purpose of converting it into a Group Housing Colony.

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") one of the conditions for the grant of license is that the Owner shall enter into an Agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony at village Ghata, Sector-62 Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license 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:

For Pioneer Urban Land & Infrastructure Ltd.


Shri Mani Jaju
S/o Shri Mal Chand Jaju



Authorised Signatory

- a) That the Owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts 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 the construction works in the colony.
- b) That the Owner undertakes to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereunder: -
- i. That the Owner shall pay the proportionate External Development Charges at tentative rate of Rs. 104.44 lacs per gross acre for the area of 24.483 acres and Rs. 121.85 lacs per gross acre for the 0.5% commercial component of measuring 0.123 acres in village Ghata, Sector - 62, Gurgaon for Group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana Chandigarh either in lump sum within 30 days from the date of grant of license or in eight equated quarterly installment of 12.5% each in the following manner: -
 - a) First installment shall be payable within a period of 30 days from the date of license.
 - b) Balance 87.5% in seven equated quarterly installments along with interest at the rate of 15% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 104.44 lacs per gross acre for the area of 24.483 acres and Rs. 121.85 lacs per gross acre for the 0.5% commercial component of measuring 0.123 acres.
 - ii. The EDC rates for Gurgaon - Manesar Urban Complex Development plan 2021 are being likely to be finalized. There is likelihood of some substantial increase in EDC rates. The Colonizer shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license, and shall furnish additional bank guarantee, if any, on the enhanced EDC rates.
 - iii. In case the Colonizer asks for the 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 up to 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 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 the completion of four years period and the colonizer shall be 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.

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For Pioneer Urban Land Development Ltd.

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 Mr. B. C. Kishore

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Authorised Signatory

vii. The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide the electric connection from HVPN the Director, Town and Country Planning will recover the cost from the colonizer and deposit it with HVPN. However, the installment of internal 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 electric services" i.e., HVPN/UHBVNL/DHBVNL, 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.

- c) That the Owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for a period of five years from the date of issue of the completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the 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 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 rates, schedule, terms and conditions so determined by the Director along with interest from the date of grant of license.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at his own cost, schools, hospital, 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, land set apart schools, hospital, 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 a Local Authority on such terms and conditions as it may lay down.

No third party rights shall be created without obtaining the prior permissions of the Director, Town and 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.

- f) That the Owner shall be 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.
- g) That the Owner shall complete the internal development works within two years of the grant of license.

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For Pioneer Urban Land & Infrastructure Ltd,

Authorised Signatory

- h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provision 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 Building bye-laws as per the National Building Code with regard to distances between various blocks, structural safety, fire safety, light, ventilation, sanitary requirements and circulation (vertical and horizontal).
- (i) 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 this agreement.
- (ii) That the Owner shall furnish the layout plan of Group Housing Scheme along with the service plan/detail 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 Group Housing Scheme within a period of 60 days from the date of grant of license.
- (iii) That in the 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 & W.C.
- (iv) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development 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 and 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 such land to any person or institution including a local authority on such terms and conditions as it may lay down.
- No third party right shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana, Chandigarh.
- All the community buildings will be got constructed by the coloniser within a period of three years from the date of grant of license.
- (v) That the Owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts 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 the construction works in the colony.
- i) That the Owner shall deposit infrastructure development charges @ Rs. 625/- per square meters for group housing area measuring 24.483 acres and @ Rs. 1000/- per square meter of commercial component area measuring 0.123 acres of the total area of the colony in two equal installments. The first installment of the infrastructure development charges would be deposited

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For Pioneer Urban Land & Infrastructure Ltd,

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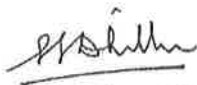
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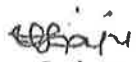
Authorised Signatory

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 the license failing which interest @18% per annum will be leviable.

- j) 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.
 - k) 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.
 - l) That without prejudice to anything contained in this agreement all the provisions contained in the act and rules shall be binding on the owner.
 - m) That the owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land.
2. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or Bilateral Agreement or violate any provision of the Acts or Rules, then and in any such cases, and notwithstanding the waiver of 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 Regulation of Urban Areas Act 1975 and the Haryana Development and Regulation of Urban Areas Act 1976 and as amended up to date. The bank guarantee in that event shall stand forfeited in favor of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression the "The Owner" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the group housing colony or part thereof have 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 that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof, as the case may be, for a period of 5 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.

For Planner Urban Land & Infrastructure Ltd.

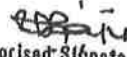

Planner Urban Land & Infrastructure Ltd.


Government Secretary

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A.A. (HC)

IN WITNESS WHEREOF the Owner and the Director have signed this deed on the date and the year first above written.

For Pioneer Urban Land & Infrastructure Ltd,


Authorised Signatory
Shri Mani Jaju S/o Shri Mal Chand Jaju
On behalf of the owners.

WITNESS

1.



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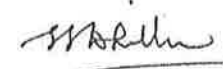
Paras Dewar Town Centre

2.


Sector - 53, Gurgaon

WITNESS

1.


DIRECTOR
Town & Country Planning,
Mayana, Chandigarh.

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LA (HQ)

2.

ANNEXURE

Details of Land situated at Village Ghata, Tehsil and District Gurgaon belonging to
M/s PIONEERURBAN LAND & INFRASTRUCTURE LTD.

SR NO.	VILLAGE	Rect No.	Killa No.	Area	
				Kanal	Marla
1	GHATA	57//	9\1	0	13
2			9\2	0	19
3			10\1	0	14
4			10\2	2	11
5			10\3	0	9
6			12/1-12/2	4	5
7			11/1-11/2	8	0
8			19	6	15
9			20/1	6	16
10			20/2	1	4
11			21/1-21/2	7	14
12			22	6	1
13			23	0	7
14	GHATA	64//	1/1	1	6
15	GHATA	65//	4	3	10
16			5	7	11
17	GHATA	56//	1\2\1	0	2
18			1\2\2	0	4
19			1/3	3	9
20			2	5	3
21			3	1	11
22			6	2	16
23			7/1	3	7
24			7/2	4	13
25			8	8	0
26			9	8	0
27			10	8	0
28			12	8	0
29			13	8	0
30			14/1	1	0
31			14/2	7	0
32			15	8	0
33			16	8	0
34			17	8	0
35			18	7	18
36			19	8	0
37			22	5	3
38			23	3	6
39			24	7	18
40			25	8	0
41		53//	23	1	16
42			24	2	2
43		55//	5\2\2	0	2
44			5\2\3	0	13
			TOTAL	182	298
			IN Acres	24.606	Acres

Pioneer Urban Land & Infrastructure Ltd

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Authorized Signatory

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D.A. (HG)