

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

हरियाणा HARYANA

E 482267

FORM LC- IV

Agreement by owners of land intending to set up an Affordable Group Housing Colony /

This agreement made on the _____ between

M/s. Nani Resorts & Floriculture Pvt. Ltd, M-18, Greater Kailash , New Delhi-110048 , represented through their Director Mr. Mangal Sen Mittal is duly authorized vide Resolution Dated 06th January 2014 (hereinafter collectively referred to as "OWNER" which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, representatives, executors and assigns (hereinafter called the "PROMISEE/OWNER" of the ONE PART.

And

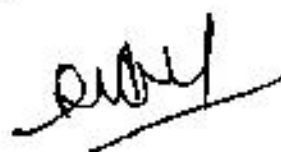
The Governor of Haryana acting through the Director General Town and Country Planning Haryana (hereinafter referred to as the "Director") of the other part.

Whereas the owner is in possession of the land mentioned in Annexure hereto for the purposes of converting into Affordable Group Housing Colony;

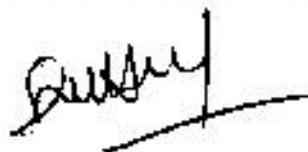
And whereas under rule 11, of the Haryana Development and Regulation of Urban Area Rules, 1975(hereinafter referred to as the said "Rules"), one of the conditions for the grant of Licence is that the owner shall enter into an agreement with the director for carrying out and completion of development works in accordance with the Licence granted for setting up a Affordable Group Housing colony on the land measuring 5 Acres falling in Revenue Estate of Village Dhankot, Tehsil & District Gurgaon, Sector - 102, Gurgaon Manesar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS

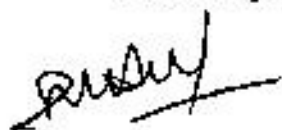
1. In consideration of the Director agreeing to grant Licence to the owner to set up the said Colony on the land mentioned in Annexure here to on the fulfillment of all conditions laid down in rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 by the owner hereby consents as follows:-
 - a) That the owner shall deposit 30% of amount realized by him from flat holders from time to time within 10 days of its realization in a separate account to be maintained in a schedule bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and constructions works in the colony
 - b) That the Owner undertakes to pay proportionate External Development Charges(EDC) as per rate, schedule, terms and conditions hereto:
 - (i) That the owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 86.031 Lacs per gross acre for Affordable Group Housing Area of 5 acres 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 Licence or in ten equal Half yearly installments of 10% each.



- (a) The first installment shall be payable within a period of 30 days from the date of grant of Licence.
- (b) Balance i.e. 90% in Nine equal Half yearly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 88.031 lacs per gross acre for Affordable Group Housing Area i.e. 5 acres .
- (ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are under review and are likely to be finalized soon. In the event of increase in the EDC rates, the owner shall pay the enhanced rate of EDC and the interest on installments, if any, from the date of grant of Licence and shall furnish Additional Bank Guarantee, if any, on the enhanced EDC rates.
- (iii) In case the owner 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.
- (iv) The unpaid amount of EDC would carry an interest of 12% per annum 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 as 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of D.G.T.C.P.
- (v) In case the HUDA executing external development works completes the same before the due and consequently requires the charges for the same, the DGTCP shall be empowered to call upon the owner to pay the EDC even before completion of five years period and the Owner shall bound to do so.
- (vi) Enhanced compensation of land cost, if any, shall be payable extra as decided by the Director from time to time.



- (vii) The owner shall arrange the electric connection from outside source for electrification of their colony from HVPN. If owner fail to provide electric connection from HVPN the Director, Town & Country Planning shall recover that cost from the owner and deposit the same with HVPN. 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/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPN/UHBNL/DHBNL, Haryana and complete the same before obtaining completion certificate for the colony.
- c) That the rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the Licence period as and when necessary and the Licensee shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of Licence.
- d) 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 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 and public health services free of cost to the Government or the local authority as the case may be.
- e) That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost schools, hospitals, community centre 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, the land set apart for schools, hospitals, community centers and other community buildings in which case the governments shall be at liberty to transfer such land to any person or

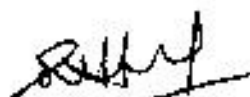


institution including the Local Authority on such terms & conditions as it may lay down.

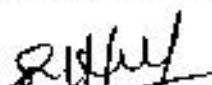
No third party rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will got constructed by the owner with in a period of three years from the date of grant of Licence.

- f). That the owner 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.
- g) That the owner shall complete the Internal Development Works within the two years of the grant of *Licence*.
- h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulation in force in the area and shall in addition be governed by the NBC with regard to light and ventilation, fire safety, structural safety, sanitary requirements and circulation (vertical & horizontal) standards.
- i) That the owner undertakes to pay proportionate external development charges for the areas earmarked for Affordable Group Housing Scheme. As per rate, schedule, terms and conditions given in clause 1 (b) of this agreement.
 - (i) That the Owner shall furnish the layout plan of Group Housing Colony 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 Group Housing Scheme within a period of 60 days from the date of grant of *Licence*.
 - (ii) That adequate educational, health, recreational and cultured amenities to the norms and standard provided in the respective development plan of the area shall be provided.



- j) That the owner shall carry out at his own expenses 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 Owner 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 Licence granted.
 - l) 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.
 - m) That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till completion of external sewerage system by HUDA and make own arrangement for temporary disposal or give the requisite land..That the owner shall make arrangement for water supply, sewerage, drainage etc.. to the satisfaction of DGTCP 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 commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate and provision of the Act or Rules, then and in any such cases, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the Licence granted to him.
3. Upon cancellation of the Licence under clause 2 above, the action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules, 1976 as amended up to date. The Bank guarantee in that event shall stand forfeited in favour of the Director.

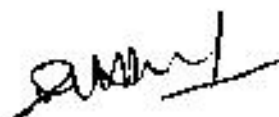


4. The stamp and registration charges on this deed shall be borne by the owner.
5. The expression that "The Owner" herein before used shall include his heirs, legal representatives, and successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the Affordable Group Housing Colony or part thereof 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, release the Bank Guarantee or the part thereof as the case may be provided that the completion of the Affordable Group Housing Colony is taken in parts only the part of 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 five 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.

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

Witnesses:-

For



1)

2)

Director

For & on behalf of the Governor of Haryana