



हरिचण्डा HARYANA

M 687042

FORM LC-IV-A

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

This Agreement is made on this 11th day of December, 2013

BETWEEN

Universe Heights (India) Pvt. Ltd. C/o A-3, Green Park, New Delhi-16 (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 Sh. Anil Tak

.....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").

.....of the OTHER PART

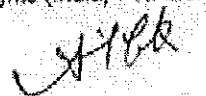
WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally

For Universe Heights (India) Pvt. Ltd.

Director

- 1s). 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 Group Housing Colony.
- 1t). 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 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.
- 1u). 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.
- 1v). 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.
2. 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 may cancel the license granted to the Owner/Developer.
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 Director General.
4. 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 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.
5. That the owner/developer shall abide by the policy dated 08.07.2013/or any other instructions/policy issued from time to time with regard to allotment of EWS plot and flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

For Universe Heights (India) Pvt. Ltd.


Director

7. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
8. After the layout and development works or part thereof in respect of the said 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 Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said 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. Hukam Singh s/o Late Shri Sadaram,
r/o Village Silokhara
Distt. Gurgaon, Haryana

2. Yogendra Kumar Saxena
s/o Late Rajjan Lal Saxena
r/o 308, Pkt-E, Mayur Vihar
Phase-2, Delhi-110 091

For Universe Heights (India) Pvt. Ltd.

Director

(Authorized Signatory)

DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA