



FORM LC - IV A
BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP GROUP HOUSING COLONY
14AA 315091

This agreement made on the 7th day of January 2008 (Two Thousand Eight) between M/s. Active Promoters Pvt. Ltd., M/s. Sewak Developers Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001, Shri Rajiv Kumar S/o Shri Nanu Ram & Smt. Shakuntla W/o Shri Nanu Ram, Village Maidawas, Distt. Gurgaon (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 in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a group housing colony on the land measuring 25.499 acres falling in the revenue estate of village Maidawas, District Gurgaon.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner:-

NOW THIS DEED OF BILATERAL AGREEMENT 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 to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder as follows:

- a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services. Population of economically weaker section 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 square feet., which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the owner.

The owner shall at his own cost construct the primary-cum-nursery school, community buildings / dispensary and first aid centre 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 centre buildings / dispensary and first aid centre, 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 permission of the Director, Town and Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of licence.

- d) (i) That the Owner undertakes to pay proportionate external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule, and conditions annexed hereto :-
- (ii) That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the licence 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 and terms and conditions determined by him along with interest from the date of grant of licence.
- (e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders / plot holders @ Rs. 9,28,975/- per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- (f) That the owner shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) That the owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- (h) That the responsibility of the ownership of the common area and facilities as well as their management; and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

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- (i) That the owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, which 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.
- (j) 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 the Schedules 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.
- (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 plotted / 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 licence granted.
- (l) That the Owner shall deposit infrastructure development charges @ Rs. 625/- per sq mtrs for group housing area and Rs. 1000 per sqm. for the 0.5% commercial component, in two equal instalments. The 1st installment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of infrastructure development charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.
- (m) 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.
- (n) That the owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories, and the area of such a flats shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particulars area in the following manner:-
 - (i) That for the allotment of the flats the owner shall invite applications for allotment through open press from eligible member of economically weaker section categories, as defined by the State Government/Housing Board Haryana. The owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.
 - (iii) That the owner while calling the applications for the allotment of economically weaker section/lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.

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- (o) That the owner shall derive maximum net profit @15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceed 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities / facilities in his colony for the benefit of the residents therein.

Further the owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:-

- (a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) a minimum of 15% in case of economically weaker section / lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;
- (c) The owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;
- (d) 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 have 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 five years from the date of the 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.
- (e) That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The owner shall submit the additional bank guarantee, if any, at the time of approval of service plan/ estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty days on demand.

2. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

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 Rule, 1976 and all the subsequent amendments made in the Act and rules. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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4. That 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.
6. 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 external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.
7. Any other conditions which the Director may think necessary in the Public interest, can be imposed.

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

WITNESSES:

1. Signature [Signature]
 Name Tan Pat Sharma
 Date _____
 Address 134 E-1
Sector - 16
Robinson Delhi

Signature [Signature]
 Name M/s. Active Promoters Pvt. Ltd.,
 M/s. Sewak Developers Pvt. Ltd.,
 M/s. Brijbasi Projects Pvt. Ltd.,
 Address of the owner: ECE House,
 28, Kasturba Gandhi Marg
 New Delhi-110001

Name: Rajiv Kumar S/o Shri Nanu Ram
 Shakuntla W/o Shri Nanu Ram
 R/o Village Maidawas, Distt. Gurgaon
 Date _____

1. Signature [Signature]
 Name R.P. Singh, Asst.
 Date _____
 Address O/o D.T.C.P. Hry.

DIRECTOR
 TOWN & COUNTRY PLANNING Haryana
 HARYANA, CHANDIGARH
 For and on behalf of the Governor of
 Haryana

[Signature]
 Director
 Town & Country Planning,
 Haryana, Chandigarh.



FORM LC - IV

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

14AA 315092

This agreement is made on the 17th day of January, 2008 (Two Thousand Eight) between M/s. Active Promoters Pvt. Ltd., M/s. Sewak Developers Pvt. Ltd., M/s. Brijbasi Projects Pvt. Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001, Shri Rajiv Kumar S/o Shri Nanu Ram & Smt. Shakuntla W/o Shri Nanu Ram, R/o Village & P.O. Maidawas, Distt. Gurgaon (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 possession of the land mentioned in Annexure hereto for the purpose of converting into Group Housing Residential 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 with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a Group Housing colony at Village Maidawas, Sector-65, Tehsil and District Gurgaon.

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 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 :-

That the owner shall deposit thirty percent of amount realised by him from flat holders from time to time within ten days of its realisation in a separate account 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 construction works in the colony.

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b) That the Owner undertakes to pay proportionate external development charges 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.104.44 lacs per gross acre for Group Housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in eight equal half yearly installments of 12.5% each i.e. -

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

b) Balance 87.5% in Seven equal half yearly installments alongwith interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.104.44 lacs per gross acre for group housing colony.

ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalised soon. there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC.

iii) In case the coloniser 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 15% 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 18% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

vi) Enhanced compensation of land cost, if any, shall be payable extra as decided by Director from time to time.

vii) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

WITNESSED
By
[Signature]
[Stamp]

[Signature]
D.T.C.P. Hr.

[Signature]

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viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

- c) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of 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 terms and conditions so determined by the Director alongwith 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 centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and 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 be got constructed by the Coloniser within 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 the 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 regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
- i) That the Owner undertakes to pay proportionate external development charges for the areas 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 alongwith the service plans/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 group housing scheme within a period of sixty days from the date of grant of licence.
- ii) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

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iii) That adequate educational, health, recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.

(iv) That the Owner shall deposit Infrastructure Development Charges @ Rs.625/- per sq mtrs for group housing area and Rs.1000/- per sqm. for the 0.5% commercial component, in two equal installments. The 1st installment of the Infrastructure Development Charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.

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 officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the coloniser 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 the treatment works (Oxidation ponds) and for broad irrigation purposes at 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

2. Provided always and it is hereby agreed that should the owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

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 Rule, 1976 as amended upto 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.

6. After the layout plans and development works or part thereof in respect of the 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 part thereof, as the case may be. Provided that, if the completion of the colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the 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 the completion certificate under Rule 16 or earlier in

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
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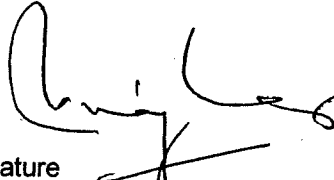

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case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner.

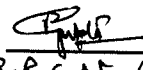
IN WITNESS WHEREOF the Owner and the Director have signed this deed on the date and the year first above written.

WITNESSES:

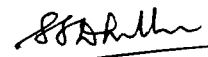
1. Signature 
Name J. P. Sharma
Date _____
Address 134 E-1
sector -16 Rohini
Delhi

Signature 
Name M/s. Active Promoters Pvt. Ltd.,
M/s. Sewak Developers Pvt. Ltd.,
M/s. Brijbasi Projects Pvt. Ltd.,
Address of the owner: ECE House,
28, Kasturba Gandhi Marg
New Delhi-110001 

Name: Rajiv Kumar S/o Shri Nanu Ram
Shakuntla W/o Shri Nanu Ram
R/o Village Maidawas, Distt. Gurgaon
Date _____

1. Signature 
Name R. P. Gupta, Asst.
Date _____
Address 7a D.T.C. Plot

DIRECTOR
TOWN & COUNTRY PLANNING Haryana
HARYANA, CHANDIGARH
For and on behalf of the Governor of
Haryana


Director
Town & Country Planning,
Haryana, Chandigarh

VERIFIED
Sharma
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