

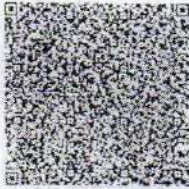


सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No.	: IN-CH20660381281459R
Certificate Issued Date	: 06-Nov-2019 01:48 PM
Certificate Issued By	: chkomsini
Account Reference	: IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-18/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0741279548189705R
Purchased by	: NARAYAN SINGH
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: COMMANDER REALTORS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: COMMANDER REALTORS PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



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### LC-IV

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

This Agreement is made on this 16<sup>th</sup> day of DECEMBER 2019.

### **Between**

Golden View Builders Pvt. Ltd, Bulls Realtors Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Five Rivers Township Pvt. Ltd. (Owner), in collaboration with Commander Realtors Pvt. Ltd (Developer)

For Commander Realtors Pvt. Ltd.

Director  
Town & Country Planning  
Haryana, Chandigarh

Authorised Signatory

0008312230



having its address at C-4, 1<sup>st</sup> Floor, Malviya Nagar, New Delhi - 110017 (hereinafter referred to as "Owner/ Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Abbal Singh Rawat duly authorized to sign this agreement vide Board Resolution dated 23.01.2019, of the **ONE PART**

**And**


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/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing Colony.

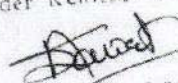
AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up an Affordable Group Housing Colony on the land measuring 5.6972 acres falling in, Sector 59, District Gurugram, Haryana

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:-**

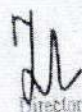
1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows :-
  - a) That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
  - b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing scheme, as per the rate schedule, terms and condition hereto:
    - i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 104.0963 Lacs/Acres (Rs. 569.3235 Lacs) for Affordable Group Housing Colony Component and Rs. 486.13 Lacs/acres (Rs. 110.8376 Lacs) for commercial component. These charges shall be payable to the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e.
    - ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
    - iii. Balance 90% in Nine equated six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 104.0963 Lacs per gross acre of total Affordable Group Housing Colony Component and Rs. 486.13 Lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

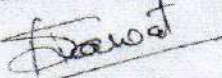
For Commander Renters Pvt. Ltd.

  
Authorized Signatory


- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.
  - v. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt..
  - vi. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
  - vii. In case the Owner/Developer 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.
  - viii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment 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.
  - ix. In case HSVP executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i. e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Affordable Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.
- e) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces if the said Affordable Group Housing 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, upon which the Owner/Developer 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.
- f) No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- g) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

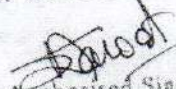
For Commander Realtors Pvt. Ltd.

  
Authorised Signatory

- h) That the Owner/Developer 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.
- i) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License
- j) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
- k) That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
- l) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-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).
- m) That the owner shall furnish layout plan of affordable Group Housing Scheme alongwith 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 Affordable Group Housing Scheme within a period of 60 days from the date of grant of license.
- n) That all flats in this project shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.
- o) 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 Affordable Group Housing Colony.
- p) 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 Affordable 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.
- q) 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.
- r) 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.

  
Director  
Town & Country Planning,  
Haryana, Chandigarh


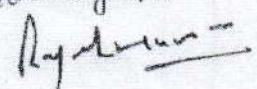
For Commander Realtors Pvt. Ltd.

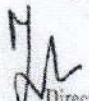
  
Authorised Signatory

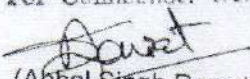
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel 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, 1994~~ <sup>Religious Act, 1994</sup> and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of Director.
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. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
6. After the layout and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Affordable 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 have signed this deed on the date and the year first above written.

Witness:

1.   
Narayan Singh  
SCO- 116-117, Sector-9C  
Chandigarh
2.   
RAJESH KUMAR  
VILL- TADRIAN (HAMLA)  
Tel- BILASPUR,  
Distt- YAMUNA NAGAR.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

Commander Realtors Pvt. Ltd.  
For Commander Realtors Pvt. Ltd.  
  
(Abbal Singh Rawat)  
AUTHORIZED SIGNATORY

DIRECTOR,  
TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH FOR  
AND ON BEHALF OF THE  
GOVERNOR OF HARYANA



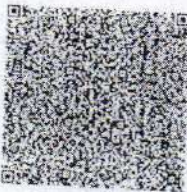


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# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No.	: IN-CH20660175369527R
Certificate Issued Date	: 06-Nov-2019 01:44 PM
Certificate Issued By	: chkomsini
Account Reference	: IMPACC (GV)/ chimpssp07/ E-SAMPARK SEC-18/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0741279376684624R
Purchased by	: NARAYAN SINGH
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: COMMANDER REALTORS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: COMMANDER REALTORS PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



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**FORM LC-IV-A**

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

This Agreement is made on this 16<sup>th</sup> day of DECEMBER 2019.

**BETWEEN**

Golden View Builders Pvt. Ltd, Bulls Realtors Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Five Rivers Township Pvt. Ltd. (Owner), in collaboration with Commander Realtors Pvt. Ltd (Developer) having its address at C-4, 1<sup>st</sup> Floor, Malviya Nagar, New Delhi - 110017 (hereinafter referred to as "Owner/ For Commander Realtors Pvt. Ltd.

Director

Town & Country Planning  
Haryana, Chandigarh

0008312234

Authorised Signatory

Developer" ), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Mr. Abbal Singh Rawat duly authorized to sign this agreement vide Board Resolution dated 23.01.2019, of the **ONE PART**

**And**

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

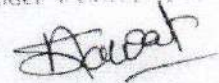
WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Group Housing Colony on the land measuring 5.6972 acres falling in the revenue estate of Village Ullawas and Behrampur, Sector 59, District Gurugram, Haryana.


AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

**NOW THIS BILATERAL AGREEMENT WITNESSES AS UNDER:-**


1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer, the Owner/Developer hereunder covenants as follows:-
  - a) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-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).
  - b) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing Colony, as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer 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 the interest from the date of grant of license.
  - c) That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983 which shall be followed in letter & spirit.
  - d) The terms and condition and policy parameters as prescribed under the affordable group housing policy, 2013 as notified by notification no. 48921 dated 19.08.2013 and enclosed as annexure-1 to this agreement shall form integral part of this agreement and shall be read as part & parcel of this agreement.

For Commander Resident Pvt. Ltd.


  
Authorized Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh

- e) That the responsibility of the ownership of this common area and facilities as well as their management and maintenance shall continue to vest with the owner/ developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- f) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable Group Housing 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, upon which the Owner/ Developer shall transfer all such roads, open space, public health service free of cost to the Government or the local authority, as the case may be.
- g) That all flats in the project shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance which ever in later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance.
- h) 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 Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- i) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- j) That the Owner/Developer 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 said Affordable Group Housing Colony.
- k) That the Owner/Developer shall receive the maximum price of allotment of flats which shall be of Rs. 4000/- per sq. ft. and Rs 500/- per sq. ft. for balcony in the following manners:-
  - i. That for the allotment of the flats the Owner/Developer shall invite applications for allotment through advertisement in the newspaper from the general public. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.
  - ii. That any person interested to apply for the allotment of flats in the response to such advertisement by the Owner/Developer may apply on the prescribed application form alongwith 5% amount of the total cost of the flat.
  - iii. That if the number of the application exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner/Developer after giving due publicity and in the presence of the representative of the state Government. The successful applications will be allotted flats after complying with the usual business condition with the required to the payment of the earnest money acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developers.
  - iv. That the Owner/Developer shall allot upto 5% of the total number of flats as approved in the building plans to its employee/ associates/friends/relatives etc. Subject to the disclosure of their name/address and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with the draw of the flats general category flats as stipulated in the section 5(ii)(b) of the affordable group housing policy-2013.

  
 Director  
 Haryana Country Housing  
 Haryana, Chandigarh

For Commander Builder Pvt. Ltd.

  
 Authorized Signatory

- l) That the owner/Developer will make the scheme transparent. Advertisement will be given on two occasions at one week interval in one of the leading English National daily and two Hindi newspaper having circulation of more than ten thousand copies in the state and should include details like allotment rate, schedule of payments, number of size of flats, payment schedule etc. The advertisement shall also highlight the other essential requirements, terms and conditions as envisaged by the policy of the Government after it is approved by the DTCP.
  - m) That the allotment will be done through draw of lots in the presence of the committee consisting of the Deputy Commissioner or his representative (at list of the cadre of the Haryana Civil Services), Senior Town Planner (of the circle office), DTP Gurugram and the representative of the owner/ developer concerned.
  - n) That the scrutiny of the all applications received as per the parameters prescribed in the policy shall be completed by the owner/developer under the overall monitoring of concerned DTP. The scrutiny of applications by the joint team of the owner/developer and concerned DTP shall be completed within three months from the last date of receipt of applications as indicated in the advertisement on completion of the above scrutiny. The concerned STP shall fix the date of draw of lots.
  - o) That the owner/developer will advertise the date of draw of allotment of flats in same newspaper and also the list of successful allottees along with the waiting list of the 25% of the total number of flats shall be published in the same newspaper.
  - p) That in case, the person/ successful applicants does not remove the deficiencies if any, in their application within the prescribed period of 15 days. Then in such a situations their claim shall stand forfeited. A waiting list for a maximum 25 % of the total number of flats available for allotment may also be prepared during the draw of flats who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days and in case of surrender of flats by any successful applicant, an amount of Rs. 25000/- may be deducted by the owner/developer.
- i. That for unsuccessful candidates, refund of registration/ booking money shall be made within 15 days from the date of draw, but, the same shall be without interest. The earnest money of the persons/ applicants in the waiting list may be retained by the colonizer/owners till the process of the allotment of successful allottees/ applicants is completed as mentioned in the agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/ applicant in waiting list requests for refund of earnest money, even during the process of allotment, the colonizer/ owner shall refund the same within a period of 1 month from receipt of the request without making any deduction and penalty. The waiting list shall be maintained for a period of two years after which the booking amount shall be refunded back to the wait listed applicants without any interest.
  - ii. That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However if a person applicant fails to deposit the installment he may be given 15 days time period from the date of show cause notice and further 15 days from the issuance of the publication of such list in one leading Hindi newspaper falling which the allotment shall stand cancelled. In such cases also an amount of the rupees 25000/- may be deducted by the owner/ developer.
  - iii. That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of saving bank account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the owner/developer may adjust the

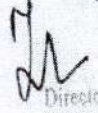
For Commander Realtors Pvt. Ltd.

Authorised Signatory

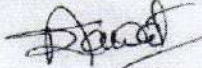
Director  
Town & Country Planning  
Chandigarh

interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.

- q) That the allottees of flats shall not be allowed to further transfer the flats to any other person within a period of One years after getting the possession. The breach of this condition will attract penalty equivalent to 200% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favor of any person other than blood relation along with irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
- r) The colonizer can execute a plot/flat Buyer Agreement with the allottees of plot/flat, but the same should be within the purview of the policy framed by the State Govt.
- s) That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.
- t) That the Owner/Developer 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:-
- The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- u) After the layout plans and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Affordable 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 Rules-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.
- v) That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the 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

  
Director  
Country Planning  
Haryana, Chandigarh

For Commander Realtors Pvt. Ltd.

  
Authorized Signatory

plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.

- 2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or 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 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 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favor of the Director.
- 4) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 6) That any other condition which the Director may think necessary in public interest can be imposed.
- 7) 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 arrangement for temporary disposable or give the requisite land. The Owner/Developer 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.
- 8) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010

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

Witnesses:

1. Narayan Singh  
SCO - 116-117 sector-8C  
Chandigarh

2. RAJESH KUMAR  
VILL - TAPRIAN (HAMLA)  
Teh - BILASWAR,  
DISTT - YAMUNA NAGAR.

Commander Realtors Pvt. Ltd.  
For Commander Realtors Pvt. Ltd.

(Abbal Singh Rawat)  
AUTHORIZED SIGNATORY

DIRECTOR,

TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH FOR AND ON  
BEHALF OF THE GOVERNOR OF  
HARYANA

Director  
Town & Country Planning  
Haryana, Chandigarh