



हरियाणा HARYANA

LC-IV

33AA 184437

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

This agreement is made on this 18th day of JUNE, of the Year 2014.

Between

M/S MVN Infrastructure Pvt. Ltd., a company incorporated under the companies act, 1956 and having its registered office at 58A/I, Kalu Sarai, New Delhi (hereinafter referred to as "Owner/ Developer") which expression shall 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. S L Srivastava appointed vide board resolution dated 16.06.2013.

.....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 General")

.....of the OTHER PART

(S L SRIVASTAVA)

Director General
Town & Country Planning,
Haryana, Chandigarh

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 General for carrying out and completion of the development works in accordance with the license finally granted for setting up an Affordable Group Housing Colony on the land measuring 6.50625 acres falling in the revenue estate of Village Sohna, Sector-05, District Gurgaon, Haryana.

NOW THIS DEED OF WITNESSETH AS FOLLOWS:-

1. In consideration of the Director General 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 1976 by the Owner/Developer hereby covenants as follows: -
2. That the Owner/Developer shall deposit 30% of the amount to be realized by him from the flat holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works of the colony.
3. That the Owner/Developer undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for the Affordable Group Housing scheme as per rate, schedule, terms and conditions hereto:
 - i. That the Owner/Developer shall pay the proportionate External Development Charges at the tentative rate of Rs. 78.662 Lacs/acre (Rs. 491.445 Lacs) for Affordable Group Housing Colony component and Rs. 367.0905 Lacs/acre (Rs. 94.9663 Lacs) for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of License or in ten equal half yearly 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 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 unpaid portion of the amount worked.

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(S L SRIVASTAVA)

Director General
Town & Country Planning,
Haryana, Chandigarh

out at the tentative rate of Rs. 78.662 lacs per gross acre on the land measuring 6.24755 acres of total Affordable Group Housing Colony and Rs.367.0905 Laacs per gross acre on the area measuring 0.2587 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

- iv. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - v. That the Owner/Developer shall specify the detail of Calculation per Sq.m / Per Sq. Ft. which is being demanded from flat 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 furnished 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 General.
 - ix. In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director General 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.
4. That the pace of construction shall be at least in accordance with our sale agreement with the buyers of the flats.
 5. 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 General shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution

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Director General
Town & Country Planning,
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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.

6. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks of the said Affordable Group Housing Colony for the 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, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks free of cost to the Government or the local authority, as the case may be.
7. No third party rights shall be created without obtaining the prior permission of the DGTCP, Haryana, Chandigarh.
8. The Owner/Developer shall construct all the community building within a period so specified by the Director General from the date of grant of License.
9. 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.
10. That the Owner/Developer shall complete the Internal Development Works within the four years of the grant of the License.
11. That the Owner/Developer 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.
12. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director General 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 alongwith interest from date of grant of license.
13. That all the building to be constructed in said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning

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Director General
Town & Country Planning,
Haryana, Chandigarh

Plan of the site, conform to the Building bye- laws and regulations in force in that area and shall conform to the N.B. C with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.

14. That the Owner/Developer shall furnish the layout plan of Affordable 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 the Affordable Group Housing Scheme within a period of sixty days from the date of grant of License.
15. 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 which ever in later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.
16. That the Owner/Developer shall carry out at his own expenses any other works which the Director General may think necessary and reasonable in the interest of proper development of the said Affordable Group Housing Colony.
17. That the Owner/Developer shall permit the Director General 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 ensuring due compliance of the execution of the development works in accordance with the license granted.
18. 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/Developer.
19. That the Owner/Developer 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/Developer 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 the laid by HUDA.
20. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of the Agreement or Bilateral Agreement or violate any provisions of the Act and Rules, then and in any such case notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to the Owner/Developer.

Verified
by
ATM

(S. L. SRIVASTAVA)

Director General
Town & Country Planning,
Bangalore, Karnataka

21. Upon cancellation of the license under clause-2 above, the Government may acquire the area of 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 the Director General.

22. 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 General, 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.

23. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

24. 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 issued, the Director General 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 parts, only the part of Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony completed 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 Affordable Group Housing Colony or the 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/Developer 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 General in proportion to the payment of the External Development Charges received from the Owner/Developer.


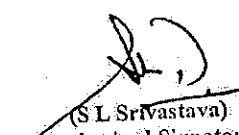
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
(S L SRIVASTAVA)

Director General
Town & Country Planning,
Haryana, Chandigarh

1.1 WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written.

WITNESSES:

<p>1.  S. C. SINGHAL S/o SH. BALRAM M/s 1507, SSM Nagar FRO.</p>	<p> (S. L. Srivastava) (Authorized Signatory) M/s MVN Infrastructure Pvt. Ltd.</p>
<p>2. _____ _____ _____ _____</p>	<p>DIRECTOR GENERAL TOWN & COUNTRY PLANNING, HARYANA, CHANDIGARH FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA</p>


Director General
Town & Country Planning,
Haryana, Chandigarh