



हरियाणा HARYANA

06AA 983999

LC-IV

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

This agreement made on 25th day of March, 2011 (Two Thousand Eleven)

BETWEEN

Sh. Mohinder Kaur Sachdeva wd/o Late Sh. Om Parkash, Sh. Ashwani Kumar and Paramender Kumar Ss/o Sh. Daya Nand R/o 508/3, Behind Dayal Market, Shiv Puri, Gurgaon (hereinafter called the "Owner") 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.

(HQ)

AND

THE GOVERNOR OF HARYANA acting through the Director, ^{General} Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the OTHER PART.

WHEREAS the owner are in possession of the land mentioned in Annexure hereto and applied for the purpose of converting into Group Housing Colony.

M.K. Sachdeva

Mohinder Kaur Sachdeva
Ashwani Kumar

DGTCP (HR)
CHD

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^{General} for carrying out and completion of development works in accordance with the licence finally granted for setting up a Group Housing Colony Area 10.512 Acres in the Revenue Estate of Village Sihi, Sector-84, Gurgaon Manesar Urban Complex

NOW THIS DEED OF WITNESSETH IS AS FOLLOWS:-

1. In consideration of the Director^{General} agreeing to grant licence to the Owner to setup the said Colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions of laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owners, hereby covenant as follows :-

a) That the owners undertake to pay the proportional External Development Charges (EDC) for the area earmarked for Group Housing scheme, as per rate, schedule and conditions annexed hereto :

i) That the Owners shall pay the proportionate External Development Charges at the tentative rate of Rs. 193.908 Lacs per acre for Group Housing Colony and Rs. 301.851 lacs per acres 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 licence or in ten equal six monthly installments of 10% each i.e.

a) First installments of 10% of the amount of External Development charges shall be payable within a period of 30 days from the date of grant of licence.

b) Balance 90% in nine equal six monthly 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

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Danandhar Singh
Ashwin

of Rs.193.908 Lacs per acre for Group Housing Colony and Rs. 301.851 lacs per acres for commercial component.

ii) The EDC rates for Gurgaon-Manesar Urban Complex, 2021 are being finalized.

There is likelihood of substantial increase in the EDC rates. The colonizer shall pay the enhanced amount of EDC and the interest on installment, 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 Colonizer 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 15% per annum) would be chargeable up to a period of 3 months and an additional 3 months with the permission the DTCP.

v) In case, Haryana Urban Development Authority (HUDA) executes External Development Works and completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and then colonizer shall be bound to do so.

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

vii) The Colonizer will arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Parsaran Nigam (H.V.P.N.) If they fail to provide electric connection from H.V.P.N. the Director^{General} Town & Country Planning will recover that cost from the colonizer and deposit it with H.V.P.N. However, the installation of Electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the

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colonizer, for which the colonizer 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/UHBVNL/DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No EDC would be recovered from the Economically Weaker Section (EWS) /Lower Income Group (LIG) categories of allottees.

b) That the owners shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks and public health services for five years from the date of issue of the completion certificate under Rule- 16 unless earlier relieved of this responsibility, when the owners 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.

That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, hospitals, community centers 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 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 right shall be created without obtaining the prior permission of the Director^{General} Town & 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.

c) That the Owners shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

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- d) That the owner shall complete the Internal Development Works within two years of the grant of licence.
- e) That the owners undertake to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in Clause-1(b) of the agreement,
- i) That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the owners 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.
- ii) That all the buildings to be constructed 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)
- iii) That the owners shall furnish the layout plan of Group Housing Scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the local 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 license.
- iv) 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 sq.ft. which will cater to the minimum size of the room along with bath and water closet.

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w/for
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Manmohan Sachdev
Ashwin

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f) That in case of Group Housing the owners shall deposit 30% of the 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 Scheduled Bank and that this amount shall only be utilized by the owners towards meeting the cost of internal development works and construction works in the colony.

g) 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.

No third party rights will be created without obtaining the prior permission of the Director, ^{General} Town and Country Planning, Haryana, Chandigarh.

All the community buildings will be got constructed by the colonizer within a time period of three years from the grant of licence.

h) That Owners shall pay infrastructure development charges amounting Rs. 2, 66, 67,707/- (Rs. Two Crore Sixty Six Lacs Sixty Seven Thousand Seven Hundred Seven Only) @ Rs. 1000/- per sq. meter for Commercial Component of 0.052 acre and @ Rs. 625/- per sq. meter for Group Housing component of 10.46 acres in two equal installments. First installment will be due within 60 days of grant of licence and Second installment within six months of grant of licence failing which 18% P.A. interest will be liable for the delayed period.

i) That the Owners shall carryout at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

j) That the Owner shall permit the Director, or any other officer authorized by them in this behalf to inspect the execution of the development works of the layout and the Development Works in the Group Housing Colony and the Colonizer shall carry out all directions issued to them for ensuring due

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21

compliance of the execution of the layout plans and the development works in accordance with the license granted.

k) That without prejudice to anything contained in this Agreement all the provisions contained in the Act and the rules shall be binding on the owners.

l) That the Owners 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 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.

Provided always and it is hereby agreed that if the owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act & the Rules, then and in any such cases and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to them.

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 Rules, 1976 and all the subsequent amended made in the act and rules. The Bank Guarantee in that even shall stand **FORFEITED** in favour of the Director.

4' The Stamp duty and registration charges on this deed shall be borne by the Owners.

5' The expression the "Owners" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.

6' After the layout plan 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 has been issued, the Director may, on an application in this behalf from the owners, release for Bank Guarantee or part thereof, as the case may be, Provided

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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 one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period five years from the date of issue of the completion certificate under Rule-16 or earlier in case the owner is relived 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 YEAR ABOVE FIRST WRITTEN.

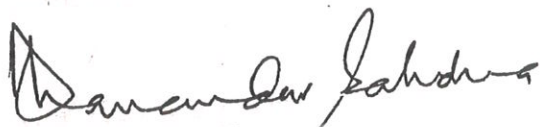
WITNESS


1. Anand P. Sachdeva
House No 508/3
Shiv Puri Gurgaon


M.K. Sachdeva

Mohinder Kaur Sachdeva



Ashwani Kumar

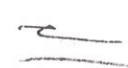

Dharamender Kumar

WETTED
D.A. (HCA)

2. 
(Suresh Kumar, Asst)
% D.G., TCP, Hry. Chd.

WITNESS


1. Anand P. Sachdeva
House No 508/3
Shiv Puri Gurgaon


Director General
Town & Country Planning
Haryana, Chandigarh

2.
Director General
Town & Country Planning
Haryana, Chandigarh