



हरियाणा HARYANA

C 325761

FORM LC-IV

Agreement by owner/colonizers of land intending to set up a Residential Plotted Colony

This agreement made on the 04th day of June, 2010 between

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| 1) M/s Ramprastha Estates Pvt. Ltd., | (2) M/s Ramprastha Greens Pvt. Ltd., |
| (3) M/s Ramprastha Infotech Pvt. Ltd., | (4) M/s Ramprastha Towers Pvt. Ltd., |
| (5) M/s Ramprastha Buildcon Pvt. Ltd., | (6) M/s Ramprastha Buildwell Pvt. Ltd., |
| (7) M/s Kamlavallabh Developers Pvt. Ltd., | (8) M/s Ramprastha Builders Pvt. Ltd., |
| (9) M/s S-A-Buildmart Pvt. Ltd., | (10) M/s S A Townships Pvt. Ltd., |
| (11) Shri Sandeep Yadav S/o Shri Balwant Singh Yadav, | (12) Sh. Har Bhagwan Singh S/o Sh. Daulat Ram |
| (13) Shri. Sukhbir Singh Thakran S/o Sh. Maluk Singh Thakran | (14) Shri Dharam Singh S/o Sh. Jai Narain |
| (15) Shri Ravinder Singh, S/o Sh. Jai Narain | (16) Shri Jitender Singh S/o Sh. Jai Narain |
| (17) Shri Kalyan Singh & Suman, Anju, Laxmi D/o Sh. Suresh Kumar Alias Surender | (18) Sudhir Thakran S/o Sukhbir Singh Thakran |
| (19) Shri Hoshiyar Singh S/o Sh. Deshraj Singh | (20) Smt. Pyari W/o Sh. Sukhbir Singh Thakran |
| (21) Smt. Subhadra widow & Jitender, Nitender, Kapil S/o Sh. Mamraj | (22) Shri Dinesh Singh S/o Sh. Risal Singh |
| (23) Shri Naveen S/o Sh. Rajender Singh | (24) Shri Mukesh Singh S/o Sh. Risal Singh |
| (25) Smt. Surajwati widow Sh. Risal Singh | (26) Shri Tilak Raj Singh S/o Sh. Risal Singh |
| (27) Smt. Omwati widow Sh. Rajender Singh | (28) Shri Bahadur Singh S/o Sh. Risal Singh |

(Hereinafter collectively referred to as the owner/colonizers)

C/o M/s Ramprastha Estates Pvt. Ltd (hereinafter referred to as the owner/colonizers), C-10, C-Block Market, Vasant Vihar, New Delhi, through its authorized signatory Shri Arvind Walia S/o Sh. Har Bhagwan Singh (hereinafter called the Promisee") of the One Part.

Page 1 of 8

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Arvind Walia

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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/colonizer/colonizer is in possession of or otherwise well entitled to the land mentioned in Annexure here to for the purposes of converting into 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") and the conditions laid down therein for grant of license, the owner/colonizer shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for setting up a Residential Plotted Colony on the land measuring 128.594 Acres falling in revenue Estate of Villages Wazirpur and Mewka in Tehsil & District Gurgaon Sectors — 92, 93 and 95 Gurgaon -Manesar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the Owner to set up the said Residential colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in the Rule-11 of the Haryana Development and Regulation of Urban Ares Rules, 1976 the Owner hereby covenants as follows:

- a) That the owner shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time within ten 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

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owner towards meeting the cost of internal development works in the colony.

- b) That the Owner undertakes to pay proportionate External Development Charges as per rate schedule, terms and conditions hereunder.
- i) That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs. 68.728 lacs per acre for plotted area measuring and Rs. 274.879 lacs per acre for commercial area measuring. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana, either in lump sum within 30 days from the date of grant of licence, or in 10 (Ten) equated six monthly installments of 10% each i. e. :
- First Installment shall be paid within a period of 30 days from the date of grant of license
 - 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.
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D. A. (HQ) ii. The rates of External Development Charges for the ^{Green Meadows Complex 2021} have been conveyed by the Haryana Urban Development Authority (HUDA) on tentative basis. ("") will therefore be liable to deposit the rates of External Development Charges as finally determined by HUDA as per prescribed schedule by the Director, Town & Country Planning, Haryana (DTCP) and the interest on installments, from the date of grant of license and shall furnish the Additional Bank Guarantee
- iii. In case the colonizer asks for the completion certificate before the payment of External Development Charges they would have to first deposit the entire of EDC and only thereafter the grant of completion certificate would be considered.

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- iv. The unpaid amount of External Development Charges 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 upto a period of three months and an additional three months with the permission of DTCP.
- v. In case, the Haryana Urban Development Authority executing external development works completes the same before the due date and consequently requires charges for the same, the Director shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the Colonizer shall be bound to do so.
- vi. Enhanced compensation on the 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 the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (IIVPN). If the Owner fail to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the Director shall recover the cost from the owner deposit the same with Haryana Vidhyut Prasaran Nigam (HVPN). 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 electrical (distribution) "services plan/estimates" approved from the agency responsible for installation of "external electrical service" i.e. IIVPN / UHBVNL / DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.
- viii. NO EDC would be recovered from the EWS/I IG categories of allottees.

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- c. That the rates, schedule 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 rates, schedule and terms and conditions so determined by the Director, along with 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 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 when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Govt. 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 cost, schools, 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 Govt. free of cost, the land set apart for schools, hospitals, community centers 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.

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No third party/subsequent rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the colonizer within time period so specified by the Director.

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- f. That the Owner 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 areas as a whole.
- g. That the Owner shall complete the internal development works within Four years of the grant of the licence.
- h. That the owner shall deposit infrastructure development charges @ Rs. 500/- per Sq.mtr. for permissible saleable Plotted area and @ Rs. 1000/- per Sq. mtr for commercial area, through Bank draft in favour of Director, Town & Country Planning, Haryana, payable at Chandigarh in two equal installments. The first installment of the Infrastructure development charges shall be deposited by the Owner within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of grant of licence. The unpaid amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in payment of installment.

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- i. 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.
- j. 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 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.
- 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 Owner.

Anu J. Singh

Director
T.C.P.
Chandigarh

1. 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.
2. Provided always and it is hereby agreed that if the Owner commits 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 or 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 Rules, 1976 as amended up to 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 development works in respect of the Residential Colony have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof has 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 taken in parts, only the part of Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that Bank Guarantee equivalent to

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1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of 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

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

For and on behalf of the Owner/Colonizer

Witnesses:-

WITNESSES
D. A. (HQ)

1. Shaminder Singh & Co
SH. Attar Singh V.P.O. Gurdahar
Distt. Gurdahar

M/s Ramprastha Estates Pvt. Ltd

A. S. Chawla
Director

2. Munir
Asstt.
(Surrender Kumar, Asstt.)
of D.I.P. & C.D.

[Signature]
Director

Director,
Town and Country Planning,
Haryana Chandigarh,
Haryana, Chandigarh
For and on behalf of the Governor of Haryana