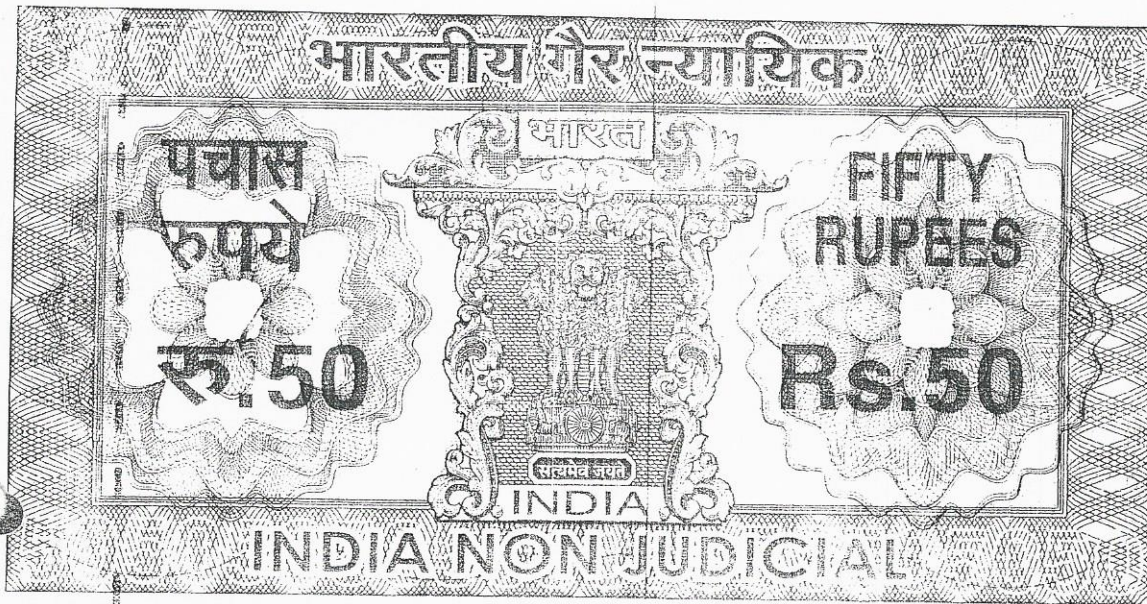


61



हरियाणा HARYANA

C 317100

FORM LC-IV-A

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

This agreement made on the 9th day of June, 2010 between.

- | | |
|---|---|
| (1) M/s Ramprastha Estates Pvt. Ltd., | (2) M/s Ramprastha Greens Pvt. Ltd., |
| (3) M/s Ramprastha Infratech 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 Kamalavallabh 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 |

Page 1 of 9

D. A. (HQ)
 CHD.

60

C/o M/s Ramprastha Estate Pvt. Ltd (hereinafter referred to as the colonizer), 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.

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 provision of 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.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner/colonizer:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant license to the owner/colonizer to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all conditions of this bilateral agreement, the owner/colonizer, 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/colonizer hereunder covenanted by him, as follow:-

P. S. Chh

[Signature]
DTCP (HR)
CHD.

- i. That the owners shall reserve 20% of the total number of residential plots for allotment to economically weaker section/lower income group categories (Normally of the sizes of 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the layout plan approved by the Director. These plots shall be allotted at flat rate of Rs. 500/- per sq. yards or Rs. 600/- per sq. mtrs.
- ii. The owner shall allot 50% of the EWS plots in the residential plotted colonies to the Housing Board Haryana @ Rs. 500/- per sq. yard or Rs. 600/- per sq. mtr. Housing Board Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the Below Poverty Line (BPL) families only.
- iii. That the remaining 50% EWS Categories plots as mention clause (ii) will be allotted @ Rs. 500/- per sq. yards or Rs. 600/- per sqm. By the colonizers with following eligibility criteria:-
 - a. Any person registered under BPL family and includes his / her spouse or his / her dependent children who do not own any plot in any HUDA Sector/ licensed colony in any of the Urban Areas in the State, will be eligible for making the application.
 - b. First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
 - c. Complete scheme shall be floated for allotment in one go within four months of grant of license or sanctioning of zoning/ demarcation plans whichever is later & possession of plots shall be offered within the valid license period of 4 years.
 - d. To make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule

VETTED

SKhobri
D. A. (HQ)

Pu S. K. Khobri

DTCP (HR)
CHD.

of payment of plots, size etc. The advertisement should also highlight the other essential requirements as envisaged in the EWS policy.

- e. The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director, Town and Country Planning (DTCP) and Developer/ Colonizer concerned.
- f. The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.
- g. The owner shall charge 10% of the total cost of such plots as registration/ earnest money.
- iv. The scheme shall be advertised within 4 months of the issue of the terms & conditions of license or sanctioning of Zoning/ demarcation plans which ever is later. The allotment process shall be completed within 8 months of issue of advertisement.
- v. The allotment of these plots can also be made with the approval of the Govt. to a specific category of people in public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP and DTP. This category may include slum dwellers occupying previous Government land and who are to be rehabilitated as per policy/ court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decision/ court orders or the persons who have to be allotted ousters quota plots but the same are not readily available with HUDA/ Government.
- 2. That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (Normally of the sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise

LETTERED
P. A. (HQ)

P. S. L. O. C.

DTCP (UR)

approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:-

- i) That the owner shall allot these plots to the applicants registered with him during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
- ii) That the owner shall allot remaining 25% of "No Profit No Loss" plots to:
 - a. Non Residents Indians against Foreign Exchange.
 - b. The land owners whose land has been purchased by the owner for setting up a colony in lieu thereof under a written contractual obligation.
 - c. Plots falling in small pockets which subsequently are acquired by the Colonizers as part of an area already developed as Colony by the Owner.
 - d. Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clause (i) & (ii).

VETTED

[Signature]
D. A. (N2)

Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with regard to the payment of earnest money & acceptance of usual terms & conditions within the stipulated time, prescribed by the Owner.

[Signature]
D.A. (HR)
CND.

[Signature]

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meters would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots, as provided under clause (1) & (2).
4. That the Owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.
5. That the owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. That the Owners 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 projects 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.
8. That the Owner shall submit the following certificates to the Director within ninety (90) days of the full & final completion of the project from a Chartered Accountant that:
 - a. The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.
 - b. " A minimum of 20% in the case of economically weaker section/ lower income group and 25% of "No Profit No Loss" plots as provided in sub- clause (a) of clause- 1 and (ii) of clause - 2 above have been allotted at the subsidized price of economically weaker

VETTED

D. A. (HQ)

DTSP (HR)
CHD.

section/ lower income group & "No Profit No Loss" basis prescribed above.

9. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot holders at the rate of Rs..... per gross acre which is a tentative charges only for construction of a portion of the total community buildings. All the community buildings will get constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety (90) days statutory period given for approval of building plans.
10. That the Owner shall be responsible for the maintenance and upkeep 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 at 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.
11. That the Owners shall deposit 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 Owner towards meeting the cost of internal development works & construction works in the colony.
12. 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 on ensuring the compliance of the execution of the layout and the development works in accordance with the licence granted.

VETTED

[Signature]
D. A. (HQ)

[Signature]

[Signature]
D. A. (HQ)

13. That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the colony.
14. That the Bank Guarantee of internal development works has been furnished on the interim rates for development work and construction of community buildings. The owners will 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 cost of construction and an increase in the number of facilities in the Layout Plan, the Owners will furnish an additional bank guarantee, within 30 days on demand.
15. That any other condition which the Director may think necessary in public interest can be imposed.
16. That the Owner 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 licence to enable provision of site in licenced land for Transformer/ Switching Station/ Electric Sub Station as per the norms prescribed by the power utility in the zoning plan of the project.
17. That the owner shall deposit infrastructure development charges @ Rs.500/- per sq. mtr. for permissible saleable area and a @ Rs.1000/- per sq mtr. for commercial area through bank draft in favour of DTCP, Haryana, in two equal installments. The first installment of the infrastructure development charges would be deposited within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid

VETTED

[Signature]
D. A. (HQ)

[Signature]

[Signature]
D. A. (HQ)
D. A.

amount of IDC shall carry an interest of 18% p.a. (simple) for the delay in the payment of installment.

18. that the owner shall pay the labour cess as per policy dated 23/2/10

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

For and on behalf of the Owner/Colonizer

Witnesses:-

VETTED
D. A. (HQ)

1. Bugla
Charmander Singh s/o
Sh. Altar Singh V.L.P.O.
Daulatabad Distt. Gurgaon

M/s Ramprastha Estates Pvt. Ltd

Director

2. Munim
Asstt (Suresh Kumar, 17/10/11)
o/o D.T.C. & H. Chd.

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

Director

Town & Country Planning,
Haryana Chandigarh.