



दिल्ली DELHI

36AA 006807

FORM LC-IV
AGREEMENT BY OWNER OF LAND
INTENDING TO SET UP A PLOTTED COLONY

THIS AGREEMENT is made on the 18th day of November, 2010 between M/s. Tanmay Developers Pvt. Ltd. M/s. Vishnu Apartments Pvt. Ltd., M/s. Foyer Propbuild Pvt. Ltd., M/s. Garnet Propbuild Pvt. Ltd., M/s. Jive Propbuild Pvt. Ltd., M/s. Kamdhenu Projects Pvt. Ltd., M/s. Sonex Projects Pvt. Ltd., M/s. Active Promoters Pvt. Ltd., M/s. Foray Propbuild Pvt. Ltd., M/s. Fount Propbuild Pvt. Ltd., M/s. Frond Propbuild Pvt. Ltd., M/s. Froth Propbuild Pvt. Ltd., M/s. Gadget Propbuild Pvt. Ltd., M/s. Glade Propbuild Pvt. Ltd., M/s. Logical Developers Pvt. Ltd., M/s. Toff Builders Pvt. Ltd., M/s. Yukti Projects Pvt. Ltd., M/s. Gems Buildcon Pvt. Ltd., having their Offices, at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110 001, M/s. Metroline (Shivpuri) Estates Pvt. Ltd., having its office at Plot No. 1, Wedding Souk, Sharda Niketan, Pitampura, New Delhi, & Sh. Krishan Kumar, Hariom, Bijender, Virender Ss/o Sh. Ram Niwas, S/o Sh. Ved Prakash, Om Prakash Ss/o Sh. Govind Lal, Sh. Yogesh, Vikas alias Vikesh, Sh. Anil S/o Sh. Pratap Singh, Sh. Mumkesh, Smt. Premwati wd/o Sh. Partap Singh, Smt. Asha D/o Sh. Partap Singh, Sh. Munesh Kumar S/o Hari Prakash, Sh. Antesh Kumar S/o, Rameshwari wd/o Sh. Hari Prakash, Smt. Urmila, Pramila, Santosh Ds/o Sh. Hari Prakash, Sh. Raj Kumar, Rajender Kumar, Mahesh Kumar, Umesh Kumar Ss/o Shri Shera, Sh. Jaswant Singh, Dharambir, Mahabir, Sunder Kumar S/o Sh. Sanker Lal, all R/o Village Badshahpur, Sh. Satparkash, Batbir, Amit Ss/o Sh. Khacheru, Smt. Shiksha M/o Tarun Kumar, S/o Natasha D/o, Smt. Suman Wd/o Sh. Hari Prakash, all R/o of Village Maidawas, Sh. Asraj Singh, Sunder Singh Ss/o Sh. Sohan Lal, R/o Village Tigra, Sh. Adesh Tyagi S/o Mahavir Singh, Smt. Kiran Tyagi W/o Adesh Tyagi R/o 14/307 Heritage City, Gurgaon, Rajender Sharma S/o Satparkash R/o 1673, Housing Board Colony, Sector-10A, Gurgaon (hereinafter called the "Owner") of the one part, and the Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the other part.

WITNESSED

By
[Signature]

(140)

D.T.G.R. (HR)

[Signature] R.S.

WHEREAS the owners are in possession of the land mentioned in Annexure hereto for the purpose of converting into Additional Plotted colony.

AND WHEREAS under Rule-11 of the Haryana Development & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") one of the conditions for the grant of the licence is that the Owner shall enter into an agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a additional plotted colony on the land measuring 109.069 acres falling in the revenue estate of village Madawas, Sector- 65 & 66, Tehsil & District Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant licence to the Owner to set up the said colony on the land mentioned in Annexure hereto and 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, the Owner hereby covenants as follows :-

a) That the Owner shall deposit thirty percent of 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 in the colony.

b) That the Owner undertakes to pay proportionate External Development Charges as per rate, schedule terms and conditions hereto :

i) That the owner shall pay the proportionate External Development Charges at the tentative rate of Rs.68.72 lacs per gross acre for plotted area measuring 104.70624 acres and @ Rs.274.879 lacs per acre for commercial component measuring 4.36276 acres falling in plotted development. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in the ten equal six monthly installments of 10% each. i.e.:

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a) First installment 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 for area under plotted/commercial developments alongwith interest @12% per annum which shall be charged on unpaid portion of the amount.

ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalized soon and there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC.

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 as 15% per annum simple) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing External Development Works complete 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 the colonizer shall be bound to do so.

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- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- vii) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam Ltd. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam Ltd. the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam Ltd. 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 "electric (distribution services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules 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 rate, schedule and terms and conditions so determined by the Director alongwith 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 a 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, 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.

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 centres 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 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.

f) No third party subsequent rights will be created without obtaining the prior permission of the Director, Town and Country Planning.

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

h) That the Owner shall 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.

i) That the Owner shall complete the Internal Development Works within the four years of the grant of the licence.

j) That the Owner shall deposit infrastructure development charges @ Rs. 500/- per sq mtrs for plotted area and @ Rs.1000/- per sqm for the 4% commercial component, in two equal installments. The 1st installment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of infrastructure development charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.

k) 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.

l) 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

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A. A. (HQ)

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D.T.C.P. (HQ)

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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.

l) 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. 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.

2. Provided always and it is hereby agreed that should the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such case and notwithstanding the waiver of 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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. That 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 layout plans and development works or part thereof in respect of the colony or part thereof 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, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of the 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 AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1. Signature _____
Name _____
Date _____
Address _____

2. Signature _____
Name _____
Date _____
Address _____

Signature
Name M/s. Tanmay Developers Pvt. Ltd.,
M/s. Vishnu Apartments Pvt. Ltd.,
M/s. Foyer Propbuild Pvt. Ltd.,
M/s. Garnet Propbuild Pvt. Ltd.,
M/s. Jive Propbuild Pvt. Ltd.,
M/s. Kamdhenu Projects Pvt. Ltd.,
M/s. Sonex Projects Pvt. Ltd.,
M/s. Active Promoters Pvt. Ltd.,
M/s. Foray Propbuild Pvt. Ltd.,
M/s. Fount Propbuild Pvt. Ltd.,
M/s. Frond Propbuild Pvt. Ltd.,
M/s. Froth Propbuild Pvt. Ltd.,
M/s. Gadget Propbuild Pvt. Ltd.,
M/s. Glade Propbuild Pvt. Ltd.,
M/s. Logical Developers Pvt. Ltd.,
M/s. Toff Builders Pvt. Ltd.,

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A. (WQ)

D.F.G.P. (HR)

M/s. Yukti Projects Pvt. Ltd.,
M/s. Gems Buildcon Pvt. Ltd.,
M/s. Métroline (Shivpuri) Estates Pvt. Ltd.,

Authorised Signatory

Sh. Krishan Kumar, Hariom, Bijender,
Virender Ss/o Sh. Ram Niwas, Sh. Ved
Prakash, Om Prakash Ss/o Sh. Govind Lal,
Sh. Yogesh, Vikas alias Vikesh, Sh. Anil
S/o Sh. Pratap Singh, Sh. Mumkesh, Smt.
Premwati wd/o Sh. Partap Singh, Smt.
Asha D/o Sh. Partap Singh, Sh. Munesh
Kumar S/o Hari Parkash, Sh. Antesh Kumar
S/o, Rameshwari wd/o Sh. Hari Parkash,
Smt. Urmila, Pramila, Santosh Ds/o Sh.
Hari Prakash, Sh. Raj Kumar, Rajender
Kumar, Mahesh Kumar, Umesh Kumar Ss/o
Shri Shera, all R/o Village Badshahpur, Sh.
Satparkash, Satbir, Amit Ss/o Sh.
Khacheru, Smt. Shiksha M/o Tarun Kumar,
S/o Natasha D/o, Smt. Suman Wd/o Sh.
Hari Prakash, Sh. Adesh Tyagi S/o
Mahavir Singh, Smt. Kiran Tyagi W/o Adesh
Tyagi

Attorney Holder

Sh. Asraj Singh, Sunder Singh Ss/o Sh.
Sohan Lal, Sh. Jaswant Singh, Dharambir,
Mahabir, Sunder Kumar S/o Sh. Sanker Lal,
Sh. Krishan Kumar, Hariom, Bijender,
Virender Ss/o Sh. Ram Niwas,

Attorney Holder

Date _____

C/o M/s. Emaar MGF Land Ltd.,
ECE House, 28, Kasturba Gandhi Marg
New Delhi-110 001

1. Signature [Signature]
Name V.P. Sharma
Date _____
Address 224/1 C-10 Block
Subhash Bafra
New Delhi
2. Signature [Signature]
Name [Signature]
Date 01/01/2019
Address [Signature]

~~Director~~
Town & Country Planning,
Haryana, Chandigarh
DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH
For and on behalf of the Governor of
Haryana

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[Signature]

D. A. (HQ)