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BILATERAL AGREEMENT BY OWNER OF LAND IN TENDING TO SETUP A
COMMERCIAL COLONY

THIS AGGREMENT is made on this 27th 30th day of May 2009 (Two Thousand and ~~one~~ ^{between} M/s M City Infrastructure Pvt. Ltd. 1853, Surya Bazar, Bhagirath Place Delhi-110006 (hereinafter referred to as the as 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 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 the grant of license, the Owner shall enter into a Bilateral agreement with the Director for carrying out and completion of Development works in accordance with the license finally granted for setting up a commercially colony on the land area measuring 2.00 Acres falling in the revenue state of village Piwara in Sector-20, District Rewari Haryana.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Owner

M-CITY Infrastructure Pvt. Ltd.

[Signature]
 Director

[Signature]
 DTCP (HR)
 CHD, ←

[Handwritten mark]

NOW THIS DEED BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

1st In consideration of Director agreeing to grant license of the Owner to setup the said commercial colony on the land mention Annexure attached hereto on the fulfillment of the conditions of this Bilateral Agreement, the Owner, 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 hereunder covenanted by him as follows:

- (i) That the owner undertakes to pay proportionate External Development Charges as per rate, Schedule, terms and Conditions hereunder:-
- (ii) That the Owner shall pay the proportionate external development charges at tentative rate of Rs. ~~114.89~~ Lacs. Per gross Acre for commercial colony. These charges shall payable to Haryana Urban Development Authority through the Director, Town and Country Planning Either in LumpSum Within 30 days from the date of grant of license or in ~~ten~~ equal quarter installment of 10.0% each in the following manner:-
 - (a) First installment shall be payable within a 30 days from the date of grant of license;
 - (b) Balance 90.0% in ~~nine~~ equated quarterly installment along with interest @ 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 114.89 lacs per Gross acre.
 - (c) The Owner shall furnish Bank Guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 114.89 lacs per gross Acre.
- (iii) The EDC rates for Gurgaon Manesar Urban Complex Development plan 2021 plans are under review and are likely to be finalize soon there is likelihood the 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 installment, if any, from the date of grant of license and shall furnish additional Bank guarantee, if any, on the enhanced EDC rates.
- (iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and Bank Guarantee.
- (v) The unpaid amount of EDC would carry an interest @ 12% per annum (simple) and in case of any delay in payment of installment on the due date, an additional panel 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 the Director.

M-CITY Infrastructure Pvt. Ltd.

(Signature)
Director

(Signature)
DTCP (HR)

CHD.

- (vi) That the Owner shall drive maximum net profit @ 15% of the total profit cost of development of the above noted commercial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government treasury by the Owner.
- (vii) The Owner shall submit the certificate to the Director within thirty days of the full and final completion of the project form a Chartered Accountant that the overall net profit (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (viii) In case HUDA executes external development works before final payment of EDC, the Director shall be empowered to call upon the licensee/ Owner to pay the balance amount of EDC in lumpsum in even before the completion of the license period and the Owner shall be bound to make the payment within the period so specified.
- (a) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director, from time to time
- (b) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Prasaran Nigam. If the owner fails to seek electric connection from the Haryana Vidhyut Prasaran Nigam, then Director shall recover the cost from the Owner and Deposit the same with the Haryana Vidhyut Prasaran Nigam. 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 electric services' i.e. Haryana Vidhyut Prasaran Nigam/ Uttari Haryana Vidhyut Nigam Limited/ Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- (c) That the rates, schedule and terms and conditions of External Development charges may be revised by the Director during the period of license as and when necessary 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.
- (d) That the Owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of the their responsibility.
- (e) That the Owner shall be individually as well as jointly be responsible for the Development of the Commercial colony.

CITY Infrastructure Pvt. Ltd.

[Signature] Director

[Signature]
 13/12/2019

- (f) That the Owner shall complete the Internal Development Works within one year of the grant of license.
- (g) That the Owner shall deposit Infrastructure Development Charges @ Rs. 1000/- per square meter of the gross area of the colony in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the Owner within sixty days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of license. The unpaid amount of the Infrastructure Development Charges shall carry interest @ 18% per annum (simple) for the delay in the payment of installments.
- (h) That the Owner shall carry out, at his own expense and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (i) That the Owner shall permit the Director, or any other Officer authorized by him in this behalf to inspect the execution of the development works in the colony and the Owner shall carry out all directions issued to him ensuring due compliance of the execution of the development works in accordance with the license granted.
- (j) That without prejudice to anything contained in this Agreement, all the provisions contained in the Act and these Rules shall be binding on the Owner.
- (k) That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HUDA and same is made functional.
2. Provided always and it is hereby agreed that should the Owner commit any breach of the terms and condition of this Agreement or Bilateral Agreement or Violate provisions of the Act or Rules, then and in case and notwithstanding the waiver of any previous clause of right, the Director, may cancel the license Granted to the Owner.
3. Upon cancellation of the license 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 Act, 1976 as amended up to date ; the Bank Guarantee in the event shall stand forfeited in favour of the Director.
4. That the Owner shall convey the 'Ultimate Power Load Requirement' of the projects to the concerned power utility, with a copy of the Director, within two months period from the date of grant of license to enable provision of the site in accordance with the Zoning plan of the project.
5. The stamp duty and registration charges on this deed shall be borne by the Owner.

M-CITY Infrastructure Pvt. Ltd.

(Signature)
Director

(Signature)
BTCP (HR)

CHD, ✓

6/ After the layout plans and development in the respect of the 'Commercial Colony' have been completed by the Owner in accordance with the approved plans and specifications 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 the Bank Guarantee equivalent of 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of five 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.

7/ That any other condition which the Director may think necessary in public interest can be imposed.

IN WITNESSTH WHEREOF the Owner and the Director have Signed this deed on the date and the year first above written.

WITNESSES:

1 Signature *Abhishek Gull*
 Name
 Date *Gukh Electric Row*
 Address *Jiwala Bazaar
 Rewari*

Signature

M/s M City Infrastructure Pvt Ltd.
 1853 Surya Bazar, Bhagirath Palce
 Delhi-100006
 Date:

M-CITY Infrastructure Pvt. Ltd.

[Signature] Director

2 Signature *Nimra Asst*
 Name
 Date *Suneh Kaman Asst*
 Address *D.T.C.P. Hrchd.*

DIRECTOR
 TOWN & COUNTRY PLANNING
 HARYANA CHANDIGARH
 For and on behalf of the Governor of Haryana

[Signature]
 Director
 Town & Country Planning,
 Haryana Chandigarh

HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

LICENCE NO. 18 OF 2009

1. This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to M/s M.City Infrastructure Pvt Ltd, 1853, Surya Bazar, Bhagirath Place, New Delhi-110006 for setting up of a Commercial Colony at Village Piwara, District Rewari, Haryana.
2. The particular of the land wherein the aforesaid colony is to be set up are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
3. The Licence is granted subject to the following conditions:
 - a) That the Commercial colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the Approved plan
 - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made there under are duly complied with.
 - c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for the approved of zoning plan.
4. That the licence shall construct the portion of service road forming part of licenced area at his own cost and will transfer the same free of cost to the Government along with area falling in Green belt.
5. That the portion of Sector/Master plan road which shall form part of the licenced area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
6. That you will have no objection to the regularization of the boundaries of the licence through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration services. The decision of the competent authority shall be binding in this regard.
7. That the licence will not give any advertisement for sale of shops/office/floor in colony before the approval of layout plan/building plans.
8. That you shall obtain approval/NOC from competent authority to fulfill the requirement of notification dated 14.09.2006 of Ministry of Environment & Forest, Govt. of India before starting the development works of the colony.
9. That the licence will use only CFL fittings for internal as well as for campus lighting in the Commercial complex.
10. The licence is valid up to 29-5-2013

(S.S.DHILLON)

Director

Town & Country Planning
Haryana, Chandigarh.

Chandigarh the Dated: 30-5-2009Endst.No.5DP-V-2009/ 4560-2Dated: 2-6-09

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:-

1. M/s M.City Infrastructure Pvt Ltd, 1853, Surya Bazar, Bhagirath Place, New Delhi-110006 along with a copy of agreement, LC-IV and Bilateral agreement.
2. Chief Administrator, HUDA, Panchkula.
3. MD, HVPN, Planning Director, Shakti Bhawan, Sector-6, Panchkula.
4. Addl. Director, Urban Estates, Haryana, Panchkula.
5. Administrator, HUDA, Gurgaon.
6. Chief Engineer, HUDA, Panchkula
7. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Gurgaon. He will ensure that the colonizer shall obtain approved/NOC as per condition No.6 above before starting the Development works.
10. Senior Town Planner (Enforcement) Haryana, Chandigarh.
11. District Town Planner, Rewari along with a copy of agreement.
12. Accounts Officer/o Director, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.
13. Senior Town Planner, M. Cell, Sector-8C, Chandigarh.

District Town Planner (HQ)

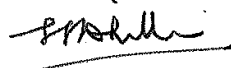
For Director, Town and Country Planning,
Haryana Chandigarh.

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To be read with Licence No. 18 of 2009

Detail of land owned by M/s M-City Infrastructure Pvt. Ltd., village Piwara, District Rewari.

Village	Rect. No.	Killa No.	Area K - M
Piwara	4	18	8 - 0
		23	8 - 0
Total			16 - 0 or 2.00 Acres


Director

Town and Country Planning,
Haryana, Chandigarh
Chandigarh