

Directorate of Town & Country Planning, Haryana

Plot no. 3, Nagar Yojna Bhawan, Sector-18 A, Madhya Marg, Chandigarh
Web site tcpharyana.gov.in - e-mail: tcpharyana7@gmail.com

To

Janpriya Build Estate Pvt. Ltd,
Flat No. 41, Aurobindo Apartment Adhchini,
New Delhi -110016.

Memo No. LC-2384 Vol-II-JE (VA)-2022/26128

Dated: 29-08-22

Subject: Renewal of licence no. 67 of 2011 dated 16.07.2011 granted for setting up of a Group Housing Colony over an area measuring 16.540 acres in the revenue estate of village Shikohpur, Sector-77, Gurugram Manesar Urban Complex.

Please refer to your applications dated 07.01.2022 & 06.07.2022 on the matter as subject cited above.

2. Licence No. 67 of 2011 dated 16.07.2011 granted for setting up of Group Housing Colony over an area measuring 16.540 acres in the revenue estate of village Shikohpur, Sector-77, Gurugram Manesar Urban Complex is hereby renewed upto 15.07.2026 after compounding the delay of 379 days in submission of the application for renewal in accordance with the provisions of Rule 13 of Rules, 1976 and charging composition fees amounting ₹ 7,00,004/- in form of interest @18% per annum. This renewal is further subject to fulfilment of terms & conditions laid down in the licence and following conditions:-

1. This renewal will not tantamount to certification of your satisfactory performance entitling you for further renewal of licence
2. That you shall extend the validity of bank guarantee on account of IDW and submit the same within 30 days from the issuance of this memo.
3. That you shall pay composition charges for delay in allotment of EWS flats as per policy dated 16.08.2013/09.06.2014
4. You shall get the licence renewed till the final completion of the colony is granted.

(K. Makrand Pandurang, IAS)

Director,
Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-2384 Vol-II-JE (VA)-2022/

Dated:

A copy is forwarded to the following for information and necessary action:-

1. Chief Administrator, HSVP, Panchkula.
2. Senior Town Planner, Gurugram.
3. District Town Planner, Gurugram.
4. Accounts Officer of this Directorate.
5. Project Manager (IT Cell) O/o DTCP with request to update the status on website.

(Parveen Kumar)

District Town Planner (HQ)

For: Director, Town & Country Planning
Haryana Chandigarh

Directorate of Town & Country Planning, Haryana

Plot no. 3, Nagar Yojna Bhawan, Sector-18 A, Madhya Marg, Chandigarh

Web site tcpharyana.gov.in - e-mail: tcpharyana7@gmail.com

ORDER

Whereas, licence no. 67 of 2011 dated 16.07.2011 granted for setting up of a Group Housing Colony over an area measuring 16.540 acres in the revenue estate of village Shikohpur, Sector-77, Gurugram Manesar Urban Complex under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder. As per terms and conditions of the licence and agreement executed on LC-IV, the colonizer is required to comply with the provisions of the Haryana Development and Regulation of Urban Areas, Act, 1975 and Rules, 1976 thereof.

2. And, whereas, for delay in compliance of the provisions of Rule 26(2) & 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976 upto 31.03.2022, the licensee has submitted a request for composition of said offence. As per the rates finalized by the Govt., the composition fee has worked out as ₹ 1,12,000/-, which have been deposited through e-payment on 29.07.2022.

3. Accordingly, in exercise of power conferred under Section-13(1) of the Haryana Development and Regulation of Urban Areas Act, 1975, I hereby order to compound the offence committed due to delay in compliance of above said Rules upto 31.03.2022.

(K. Makrand Pandurang, IAS)
Director,
Town & Country Planning
Haryana Chandigarh

Endst. No. LC-2384 Vol-II-JE (VA)-2022/ 26134

Dated: 29-08-22

A copy is forwarded to the following for information and necessary action:-

1. Janpriya Build Estate Pvt. Ltd, Flat No. 41, Aurobindo Apartment Adhchini, New Delhi-110016.
2. Chief Accounts Officer of this Directorate.

(Parveen Kumar)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana, Chandigarh

FORM LC-V
(See Rule-12)

Haryana Government
Town and Country Planning Department

Licence No. 67 of 2011

1. This licence has been granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made there under M/s Janpriya Build Estate Pvt. Ltd. & M/s Triplex Housing & Land Development Pvt. Ltd. S-39 A, Panchsheel Park, New Delhi-110017 for setting up of a Group Housing Colony on the land measuring 16.54 acres falling in revenue estate village Shikohpur, Sector-77, Gurgaon- Manesar Urban Complex.
 2. The particulars of land wherein the aforesaid Group Housing Colony is to be set up are given in the schedule annexed hereto and duly signed by the Director General, Town and Country Planning, Haryana.
 3. The licence is granted subject to the following conditions:-
 - a) That the Group Housing Colony is laid out to conform to the approved layout plan and the 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 Rules, 1976 made there under are duly complied with.
 - c) That the development/construction cost of 24 mtrs wide road/major internal road is not included in the EDC rates and that you shall pay the proportionate cost for acquisition of land, if any, along with 24 mtrs. wide road/major internal road as and when finalized and demanded by the Director, Town & Country Planning Haryana
 - d) That you shall construct the portion of 12 Mtrs wide service road and 24 mtrs wide internal circulation plan road forming part of licensed area at your own cost. The area under 60 Mtrs wide Sector road, Service road and 24 Mtrs wide internal circulation road shall be transferred free of cost to the Govt.
 - e) That you shall derive permanent approach from the 24 mtrs. internal roads only.
 - f) That you shall not give any advertisement for sale of Flats/floor area in group housing colony before the approval of layout plan/building plans.
 - g) That you shall obtain Environmental clearance as required under notification dated 14.09.2006 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony
 - h) That you shall seek approval from the competent authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at site before starting the development works, if required.
 - i) That you shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from external infrastructure to be laid by HUDA.
 - j) That you shall use only CFL fittings for internal lighting as well as campus lighting.
 - k) That you shall convey 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, with in two month period from the date of grant of licence to enable provision of site in your land for Transformers/Switching Station/ Electric Sub-Stations as per the norms prescribed by the power utility in the Building plan of the project.
- The licence is valid upto 15/7/2015.

Dated: 16/7/2011.

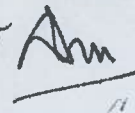
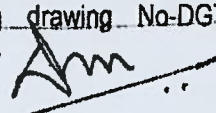
Place: Chandigarh

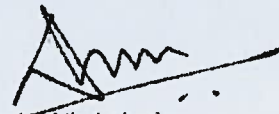
(T.C.GUPTA, IAS) -
Director General,
Town and Country Planning,
Haryana, Chandigarh.
tcphry@gmail

Endst No. LC-2384-5DP(R)-2011/ 10261

Dated:- 25/7/11

A copy is forwarded to the following for information and necessary action:-

1. M/s Janpriya Build Estate Pvt. Ltd. & M/s Triplex Housing & Land Development Pvt. Ltd. S-39 A, Panchsheel Park, New Delhi-110017 along with copy of agreement LC-IV and bilateral agreement and zoning plan bearing drawing No-DGTCP _____ dated _____ 
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HUDA, Panchkula.
4. Chief Administrator, Housing Board Haryana, Sector-6, Panchkula along with copy of Agreements.
5. Managing Director, HVPN, Planning Directorate, Shakli Bhawan, Setor-6, Panchkula.
6. Joint Director, Environment Haryana-cum-Secretary, SEAC, Pryatan Bhavan, Sector-2, Panchkula.
7. Addl. Director Urban Estates, Haryana, Panchkula.
8. Administrator, HUDA, Gurgaon.
9. Chief Engineer, HUDA, Panchkula.
10. Superintending Engineer, HUDA, and Gurgaon along with a copy of agreement.
11. Senior Town Planner, Gurgaon. He will ensure that the colonizer shall obtain approval/Clearance as per condition No. 3 (g & h) above before starting the Development Works at site. ~~The approved zoning plan bearing drawing No-DGTCP _____ dated _____ is also enclosed for reference and record.~~ 
12. Senior Town Planner (Enforcement), Haryana, Chandigarh.
13. Land Acquisition Officer, Sector-14 Gurgaon.
14. District Town Planner, Gurgaon along with a copy of agreement.
15. Chief Accounts Officer (Monitoring Cell) alongwith copy of Agreements, with the original Bank Guarantee of IDW and EDC.
16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, and Chandigarh along with a copy of agreement.


(Devendra Nimbokar)
District Town Planner (HQ)
For Director General, Town and Country Planning,
Haryana, Chandigarh

To be read with License No. 67... of 2011 / 16⁷ / 2011.

1. Detail of land owned by M/s Jan Priya Build Estate (P) Ltd. District Gurgaon.

Village	Kh. No.	Total Area B-B-B
Shikohpur	911/3	2-3-0
	1041/1	4-19-0
	907	2-1-0
	912	3-4-0
	913	0-19-0
	908	1-6-0
	906/1	1-8-14
	1042/1	0-16-17

Total		16-17-11

2. Detail of land owned by M/s Triplex Housing & Land Development (P) Ltd. District Gurgaon.

Village	Kh. No.	Total Area B-B-B	Area Taken B-B-B
Shikohpur	906/2	0-17-6	0-17-6
	1042/2	3-12-3	3-12-3
	897/1	4-10-0	0-7-6
	1043	4-15-0	4-15-0

Total			9-11-15
Grand Total			26-9-6 or 16.540 acres

Director General
Town & Country Planning
Haryana, Chandigarh

Amey H. G.

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

दिल्ली DELHI

N 949008

LE-15
(See Rule 11)

Agreement by Owner/Developer of land intending to set up a Group Housing Colony in the revenue estate of Sikohpur, Tehsil Manesar, Gurgaon, in sector 77, Gurgaon Manesar Urban Complex

This agreement is made on 16th day of July, 2011 and executed at Chandigarh

BETWEEN

M/s. Jan Priya Buildestate Pvt. Ltd. ^{and its To (Group Housing & Land development) Pvt. Ltd} a company incorporated under the Companies Act 1956, having its Registered Office at 5-30A, Panchsheel Park, New Delhi acting through its Authorized Signatory Shri Sunil Sarvastava (herein after referred to as the Owner/Developer) of the One Part

VETTED
D. A. (HQ)

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR") of the Other Part.

WHEREAS the Owner/Developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purpose of converting into a Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1956 (hereinafter referred to as the said RULES), one of the conditions for the grant of license is that the Owner shall enter into an Agreement for carrying out and completion of development works in accordance with the license, firstly granted for setting up a Group Housing Colony in the Revenue Estate of Village Sikohpur, Sector-77, Tehsil Manesar District Gurgaon, Haryana.

For Jan Priya Buildestate Pvt. Ltd.

Authorized Signatory

D.G.T.C.P. Hr.

NOW THIS DEED WITNESSETH AS FOLLOWS:

I. In consideration of the Director agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 the Owner hereby covenants as follows:

(a) That the owner/developer shall deposit 30% of the amount realized by them from the plot/flat holders, from time to time, within ten days of its realization in a separate account to be maintained in schedule bank and this amount shall only be utilized towards meeting the cost of Internal Development Works and construction work in the colony.

(b) That the owner/developer shall undertake to pay the proportionate External Development Charges (EDC), as per the rate, schedule, terms & conditions hereto:

i) That the owner/developer shall pay the proportionate External Development Charges at the tentative rate of Rs.213.30 lacs per gross acre for Group Housing Colony of 16.4573 acres and Rs 284.603 lacs per gross acre for Commercial component of 0.0827 acres. 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 license or in Ten equal six monthly installments of 10% each i.e.:

a) First installment of 10% of the amount external development charges shall be payable within a period of 30 days from the date of the grant of license.

b) Balance i.e. 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 of Rs.213.30 lacs per gross acre for Group Housing Colony of 16.4573 acres and Rs 284.603 lacs per gross acre for Commercial component of 0.0827 acres .

ii) The EDC rates are under review and are likely to be finalized soon. There is likelihood of substantial increase in EDC rates in the event of increase in EDC rates, 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.

For Jan Eriya Buildestate Pvt. Ltd.

Authorized Signatory

D.G.I.C.P. H.

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[Signature]
D. A. (HQ)

- 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 three months and an additional three months with the permission of DTCP.
- v) In case the HUDA executing External Development Works completes the same before 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.
- vi) Enhanced compensation of land cost if any shall be payable extra as decided by Director General from time to time.
- vii) The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town and Country Planning, will recover the cost from the colonizer and deposit it with HVPN. However, the installation of the internal electricity distribution infrastructure, as per the peak load requirement of the colony, shall remain 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 installment of 'external electrical services'. i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining occupation/completion certificate for the colony.
- viii) No EDC would be recovered from the economically weaker section(EWS)/ lower income group (LIG) categories of allottees.

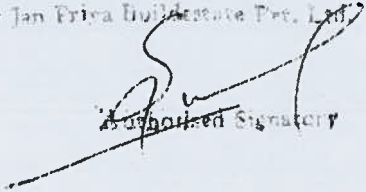
(c) That the owner/developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of the issue of completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local Authorities as the case may be.

That the owner/developer shall construct at its 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 undertakes to transfer to the Government, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a 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, Town & Country Planning, Haryana, Chandigarh. The Colonizer

For Jan Prava Builders Pvt. Ltd.


D.G.T.C.P. Hr.


Authorized Signatory

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(Kholi)
D.A. (HQ)

shall construct all the community building within a period of four years from the date of grant of licence.

- (d) The owner/developer 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
- (e) That the owner shall complete the internal development works within four years from the date of grant of licence.
- (f) That the owner/developer undertakes to pay proportionate external development charges for the areas unmarked for group housing scheme as per rate schedule terms and conditions given in clause 1(b) of this agreement.
- (i) That the rates schedules and terms & conditions of external development charges may be revised by the Director General during the period of licence as and when necessary and the owner/developer shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and term & conditions so determined by the Director General along with interest from the date of grant of licence.
- (ii) That all the buildings to be constructed shall be with in the approval of the Director General and shall, in addition to provisions of zoning plan of the site conform to the building bye-laws and regulation of force in the area and shall in addition be governed by the building bye-laws as per N.B.C with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical & horizontal) standards.
- (iii) That the owner shall furnish the lay out plan of Group Housing Scheme along with the service plans/detailed estimates together with the bank guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under group housing scheme
- (iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and the number of such dwelling units shall not be less than 10% of the number of main dwelling unit and the area of such a unit shall not be less than 140 sqft which will cater to the minimum size of room along with bath and water closet.
- (v) That the owner/developer shall deposit thirty percent of the amount to be realized by them from the plot/flat holders, from time to time, within ten days of its realization in a separate account to be maintained in schedule bank and this amount shall only be utilized towards meeting the cost of Internal Development Works in the colony.

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[Signature]
D. A. (HQ)

[Signature]
D.G.T.C.P. Hr.

For Jan Priya Buildestate Pvt. Ltd

[Signature]
Authorised Signatory

- (vi) 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 DTCP Haryana Chandigarh.

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

- (g) The owner/developer shall pay Infrastructure Development Charges amounting to ₹ 4,16,26,683/- @ ₹ 625/- per Sq. mts. for Group Housing Colony area measuring 16.4573 acres and ₹ 3,34,687/- @ ₹ 1000/- per Sq. mts. of a Commercial Complex of 0.0827 acres for the Group Housing area in two equal installment. The first installment of the infrastructural development charges will be due within 60 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 failing which 18% interest will be liable for the delayed period.
- (h) That the owner/developers 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.
- (i) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the lay out and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the lay out and development works in accordance with licence 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/developer, the rate schedule, terms and conditions hereto
- (k) That the owner/developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at its 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.

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

3. Upon cancellation of the license under clause-2 above, the 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

VETTED

[Signature]
D. A. (HQ)

[Signature]
D.G.T.C.P. Hr.

For Jan Friya Buildstate Pvt. Ltd

[Signature]
Authorized Signatory

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/developer.
5. The expression 'The Owners' herein before used shall include its heirs, legal representatives, and successors and permitted assignees of the 'Owner' and the 'Developer'.
6. After the lay out plans 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 Owner release the Bank Guarantee or part thereof, as the case may be provided 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 1/5th 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 of five years from the date of issue 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/developer.

VETTED

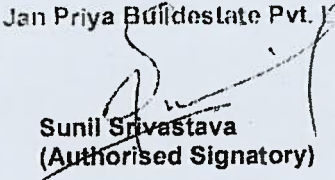
S. A. (HQ)

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written

WITNESSES:

1. AMIT VERMA
#1602, NEAR KILA,
MANNASRA, CHANDIGARH

For Jan Priya Buildestate Pvt. Ltd


Sunil Srivastava
(Authorised Signatory)

2. Rajeshwar Arora
o/o DGTCPH or UoI


DIRECTOR **Director General**
Town & Country Planning
Haryana, Chandigarh

Town & Country Planning, Haryana, Chandigarh

FOR & on behalf of the Governor of Haryana

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

दिल्ली DELHI

N 949109

FORM LB-IV-A

[Sec rule 11(1) (ii)]

Bilateral Agreement by Owner/Developer of land intending to set up a Group Housing Colony in the revenue estate of Sikohpur, Tehsil Manesar, Gurgaon, in sector 77, Gurgaon Manesar Urban Complex

This agreement is made on 16th day of July, 2011 - Execution of Certificate

BETWEEN

M/s Triplex Housing Land Development Pvt Ltd
Pvt. Jan Priya Buildestate Pvt. Ltd, having its registered office at S-39A, Panchsheel Park, New Delhi 110017 acting through its Authorised Signatory Shri Sunil Srivastava (herein after referred to as the Owner/Developer) 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

Whereas in addition to agreement executed in pursuance of the provisions of Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "RULES") and the conditions laid down therein for grant of license, the Owner shall enter into a Bilateral Agreement with Director for carrying out and completion of Development works in accordance with the license finally granted for setting up of a Group Housing Colony on the land admeasuring 16.54 acres falling in the Revenue Estate of Village Sikohpur, Sector-77, Tehsil Manesar District Gurgaon, Haryana.

For Jan Priya Buildestate Pvt. Ltd:

Authorised Signatory

D.G.T.C.P. Hr.

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shop

D. A. (HQ)

- (ii) That the rates, schedule & 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 Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.
- (e) That the owner/developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flat holders @ ₹ 625/- per Sq. mts. which is a tentative charge only for construction of a portion of the total community buildings.
- (f) That the owner/developer shall ensure that the flats/dwelling units are sold/leased/transferred by it keeping in view the provisions of Haryana Apartments Ownership Act, 1983.
- (g) That the owner/developer shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.
- (h) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the Owner of the dwelling units under the Haryana Apartments Ownership Act, 1983.
- (i) That the owner/developer shall be responsible for the maintenance and upkeep 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, 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.
- (j) That the owner/developer shall deposit 30% (thirty per cent) of the amount realized by him from flat holders from time to time within 10 (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.
- (k) That the owner/developer 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 Group Housing Colony and the Colonizer shall carry out all directions issued by him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.
- (l) The owner/developer shall pay Infrastructure Development Charges amounting to ₹ 4,16,26,683/- @ ₹ 625/- per Sq. mts. for Group Housing Colony area measuring 16.4573 acres and ₹ 3,34,687/- @ ₹ 1000/- per Sq. mts. of a Commercial Complex of 0.0827 acres for the Group Housing area in

VETTED
(Signature)
D.A. (1/2)

For Jan Priga Buildestate Pvt. Ltd.

(Signature)
Authorised Signatory

(Signature)
D.G.T.C.P. Hr.

two equal installment. The first installment of the infrastructural development charges will be due within 60 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 failing which 18% interest will be liable for the delayed period.

- (m) That the owner/developer shall carry out on its own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (n) That the owner/developer shall reserve 15% (fifteen percent) of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories and the area of such flats shall not be less than 200 Sq.Ft. These flats shall be allotted at the maximum cost of Rs 150000/- in the following manner:
- (i) That for the allotment of the flats, the owner/developer shall invite application for allotment through open press from eligible members of economically weaker section categories as defined by the State Govt./Housing Board, Haryana. The owner/developer shall also announce the tentative number of flats, its price along with size available for such sale.
- (ii) That if the number of applicants exceeds the number of flats then the allotment shall be made through the method of lottery/draw by the owner/developer after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted the flats after complying with usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- (iii) That the owner/developer while calling the applications for allotment of EWS/LIG categories of flats in the Group Housing Colony shall charge not more than 10% (ten per cent) of the total tentative cost of such flats as registration/earned money.
- (iv) That any person registered under BPL family and includes his/her spouse or his/her dependents children who do not own any flat/plot in HUDA sector/licence colony in any of the urban area in the state, will be eligible for making the application.
- (v) That first preference will be given to the BPL families listed in the same town and followed by listed in the district and the state.
- (vi) That complete scheme shall be floated for allotment in one go with in four months of grant of licence or sanction of building plans whichever is later and possession of plots/flats shall be offered with-in the valid licence period of 4 years.

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(Signature)
D. A. (HQ)

D.G.T.C.P. Hr.

Per Jan Tals...

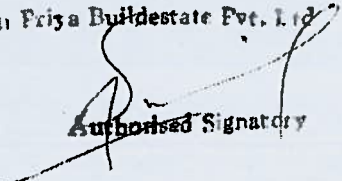
(Signature)

- (vii) That the owner will 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 of payment, number of plots/flats, size etc. The advertisement should also highlight the other essential requirements as envisaged in the policy of government.
- (viii) That the allotment will be done through draw of lots in the presence of committee consisting of Deputy Commissioner or his representative (at least cadre of Haryana Civil Services), Senior Town Planner of the circle, representative of the Director, Town & Country Planning Haryana (DTCP) and developers/colonizers concerned.
- (ix) That the date of draw of lots will be fixed by DTCP and the result will also be published in the news paper as referred in clause (vii) of above.
- (x) That the owners will commensurate number of building plans of EWS component approved while submitting the building plans of main component of Group Housing colony.
- (xi) That owner will ensure that at the time of grant of occupation certificate in case of group housing colony and grant of part completion for plotted colony that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted.
- (xii) That the allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in public interest on recommendation of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP and DTP. This category may include slum-dweller, occupying precious Govt. land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land are eligible for rehabilitation as per Govt. decisions/court orders or the persons who have to be allotted ousters quota but the same are not readily available with HUDA/Govt.
- (o) The owner/developer shall derive maximum net profit @ 15% (fifteen percent) of the total project cost of development of colony after making provisions of statutory taxes. In case, the net profit exceeds 15% (fifteen percent) after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the Owner or they shall spend this money on further amenities/facilities in its colony for the benefit of the residents thereon.

Further the owner/developer shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a C.A that:


D.G.T.C.P. Hr.

For Jan Priya Buildestate Pvt. Ltd.


Authorized Signatory

- (a) The overall net profits (after making provisions of the payment of taxes) have not exceeded 15% (fifteen percent) of the total project cost of the Scheme.
- (b) A minimum of 15% (fifteen percent) in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- (c) The owner/developer while determining the sale price of flats in the open market shall compute the net profit @ 15% (fifteen percent) and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony as approved by the Director.
- (d) After the layout/building 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 Owner release the bank guarantee or part thereof, as the case may be, provided 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 the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or part thereof, as the case may be, for a period of 5 years from the date of issue 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/developer.
- (e) That the bank guarantee of the internal development works has been furnished on the interim rates of development works and construction of community buildings. The owner/developer will submit the additional bank guarantee, if any, at the time of approval of service plans/estimates according to the approved lay out plan. In case of community buildings the bank guarantee is based on the interim rate on 01.01.1995 with an increase in the cost of construction and increase in the number of facilities in the layout plan, the Owner will furnish an additional Bank Guarantee within 30 days on demand.

2. Provided always and it is hereby agreed that if the owner/developer commit any breach of the terms and conditions of this Agreement or violates any provisions of the Act or Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to them

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D. A. (HQ)

D.G.T.C.P. Hr.

For Jan Frya Buildestate Pvt. Ltd

Authorized Signatory

3. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the act and rules. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
4. That the owner/developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at its 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 an 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.
5. That the owner/developer shall convey the "ultimate power load requirement" of the project to the concerned power utility with a copy to the Director, Town & Country Planning Haryana with in two months from the date of grant of licence to enable provision of site in licenced land for transformer /switching stations, electric sub stations as per the norms prescribed by the power utility in the zoning plan of the project.
6. The stamp duty and registration charges on this deed shall be borne by the owner/developer.
7. The expression 'The owner/developer' hereinbefore used/shall include its heirs, legal representatives, successors and permitted assignees.
8. That any other condition which the Director may think necessary in public interest can be imposed.
9. That the owner/developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010

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

WITNESSES:

1

Ltd

L. IMIT VERMA

1602, NISAR KILA,
MUNNA, DIST. CHD.

2. Rajeshwari Assn

o/o DTCP
Chd

For Jan Priya Buildestate Pvt


Sunil Srivastava
(Authorised Signatory)

DIRECTOR

**Director General
Town & Country Planning
Haryana, Chandigarh**

Town & Country Planning, Haryana, Chandigarh

FOR & on behalf of the Governor of Haryana

VETTED

[Handwritten signature]

D. A. (HQ)