

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

दिल्ली DELHI

LC-IV

G 536478

**AGREEMENT BY PROMISSEE OF LAND INTENDING TO SETUP  
A GROUP HOUSING COLONY**

This Agreement made on the 29<sup>th</sup> day of October, 2007 between

M/s Juventus Estate Private Limited having its registered office at F-60,  
Malhotra Building, Connaught Place, New Delhi through its Authorized  
Signatory Shri Pradeep Singh (Hereinafter called the "Promisee/ Owner")  
of the One Part.

VETTED

*Shri Pradeep Singh*  
(HQ)

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 Promisee is in the possession of the land mentioned in  
Annexure hereto for the purpose of converting it into a Group Housing Colony

AND WHEREAS under Rule-11 of the Haryana Development and Regulation  
of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of  
the conditions for the grant of license is that the Promisee shall enter into an  
Agreement for carrying out and completion of development works in  
accordance with the license finally granted for setting up a Group Housing  
Colony on land measuring 10.7234 acres at Village Dhanwapur and Village  
Gurgaon, Sector 104 Gurgaon.

For Juventus Estate Pvt. Ltd.

*Shri Pradeep Singh*  
Authorized Signatory

*Shri Pradeep Singh*  
D.T.C.P.  
B.C.H.D.

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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Promisee 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 Promisee hereby covenants as follows:

a) That the Promisee shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 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 Promisee towards meeting the cost of internal development works and construction works in the colony.

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

i) That the Promisee shall pay the proportionate External Development Charges at tentative rate of Rs. 1119.95 lacs for the area of 10.7234 acres in Village Dhanwapur and Village Gurgaon, Sector 104 Gurgaon for Group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana Chandigarh either in lump sum within 30 days from the date of grant of license or in ~~eight equal~~ <sup>six monthly</sup> installments of 12.5% each in the following manner :-

a) First installment shall be payable within a period of 30 days from the date of license;

b) Balance ~~87.5%~~ <sup>87.5%</sup> in ~~seven equal~~ <sup>six monthly</sup> installments along with interest at the rate of 15% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 1119.95 lacs

ii) The EDC rates for Gurgaon - ~~monor~~ <sup>monor</sup> Urban Complex Development plan 2021 are being finalized, there is likelihood of some substantial increase in the EDC rate & in the event of increase in EDC rates the colonizer shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license, and shall furnish additional bank guarantee, if any, on the enhanced EDC.

iii) In case the Colonizer asks for the 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.

  
D.T.C.P.

  
H.U.D.A.

For Juventus Estate Pvt. Ltd.

  
Authorized Signatory

iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% 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 on land cost, if any, shall be payable extra as decided by the Director 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 the electric connection from HVPN the Director, Town and Country Planning will recover the cost from the colonizer and deposit it with HVPN. However, the installment of 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 installation of "external electric services" i.e., HVPN/UHBNL/DHBNL, Haryana, and complete the same before obtaining completion certificate for the colony.

viii) No EDC would be recovered from the EWS/LIG categories of allottees.

That in case of group housing adequate accommodation shall be provided for domestic servants & other services population of economically weaker section (E.W.S.) & size of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 square feet, which will cater to the minimum size of the room along with bath and water closet.

c) That the Promisee 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 Promisee shall transfer all such roads, open spaces, public parks, and public health services free of cost to the Govt. or the local authority as the case may be

*[Signature]*  
D.T.C.P.  
Haryana

For Juventus Estate Pvt. Ltd.

*[Signature]*  
Authorized Signatory

d) That the rates, schedule, terms and condition of external development charges may be revised by the Director during the license period as and when necessary and the Promisee shall be bound to pay the balance of the 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 license.

e) That the Promisee shall construct at their own cost or get constructed by any other institution or individual at its own cost, school, hospital, 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 Government, free of cost, land set apart for schools, hospitals, community centers, and other community buildings, 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 rights shall be created without obtaining prior permission of the DTCP.

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

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f) The Promisee 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.

g) That the Promisee shall complete the internal development works within two years of the grant of license.

h) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by Building bye laws as per the NBC with regards to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical & horizontal) standards.

i) That the Promisee undertakes to pay proportionate external development charges for the area earmarked for group housing scheme, as per, the schedule, terms and conditions given in clause I (b) of this agreement.

  
D.T.C.P.  
H. S. D.

For Juventus Estate Pvt. Ltd.  
  
Authorized Signatory

ii) That the Promisee shall furnish the layout plan of Group Housing Scheme along with the service plan/detail 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 within a period of 60 days from the date of grant of license.

iii) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development of the area shall be provided. The Promisee shall at their own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community center building/dispensary and first aid centre, 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 rights shall be created without obtaining prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

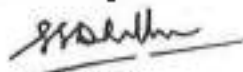
All the community buildings will be got constructed by the colonizer within a period of three years from the date of grant of license.


iv) That the Promisee shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time within 10 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 Promisee towards meeting the cost of internal development works and construction works in the colony.

i) That the Promisee shall deposit L.D. charges @ 625/- for Group Housing area & @ Rs. 1000/- per sq. mtr. for the Commercial area of the colony in two equal installments. The first installment of the service charges would be deposited by the Promisee within 60 (sixty) days from the date of grant of license and the second installment to be deposited within 6 (six) months from the date of grant of license, failing which interest @ 18% per annum will be leviable.

j) That the Promisee shall carry out at their own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

For Juvenius Estate Pvt. Ltd.

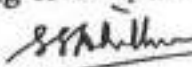
  
D.T.C.P.  
CHD

  
Authorised Signatory



- k) That the Owner shall permit the Director, or any other officer authorized by the him in this behalf to inspect the execution of the layout and development works in the Group Housing Colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.
- l) That without prejudice to anything contained inn this agreement all the provisions contained in the act and rules shall be binding on the Owner.
- m) That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purposes at their 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.
2. - Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this agreement or Bilateral Agreement or violate any provision of the Acts or Rules, then and in any such cases and not withstanding 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, 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 Promisee.
5. - The expression "Promisee" hereinbefore used shall include their heirs, legal representatives, successors and permitted assignees.
6. - After the layout 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 have been issued, the Director may, on an application in this behalf from the Promisee, 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

For Juventus Estate Pvt. Ltd.

  
D.T.C.P.  
Hr. CHDA

  
Authorized Signatory

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released and provided further that the bank guarantee equivalent to the 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure up-keep 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 completion certificate under Rule-16 or earlier in case the Promisee is relieved of the responsibility 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 Promisee.

IN WITNESS WHEREOF the Promisee and the Director have signed this deed on the date and the year first above written.

WITNESSES

1. *[Signature]*  
Sunny B.T.  
26/207 Dns Flats, D.K. Puri,  
New Delhi - 110

M/s. J. K. Estate Pvt. Ltd.  
*[Signature]*  
Authorized Signatory  
Authorized Signatory

2.

*[Signature]*  
Guan Chand  
Arbit.  
(Guan Chand)  
% B.T.C. P. H. Chd.

*[Signature]*  
Director  
Town and Country Planning,  
Haryana, Chandigarh.

भारतीय गैर न्यायिक

पचास  
रुपये

रु. 50



FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

दिल्ली DELHI

G 536477

FORM LC-IV - A

Bilateral Agreement by Owner of land intending to set up a Group Housing Colony

This agreement made on the 29<sup>th</sup> day of October, 2007 between M/s Juventus Estate Private Limited having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi through its Authorized Signatory Shri Bradeep Singh (Hereinafter called the "Promisee/ Owner") 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 provisions of rule 11 of the Haryana Development and regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rule") and the conditions laid down therein for grant of license, the Owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with license finally granted for setting up of a group housing colony on the land measuring 10.7234 acres at Village Dhanwapur and Village Gurgaon, Sector 104 Gurgaon.

D.T.C.P.

U.S. CHD

For Juventus Estate Pvt. Ltd.

Authorised Signatory



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AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the Owner to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the Owner, their 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 them as follows:-

(a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and size of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 square feet, which will cater to the minimum size of the room along with bath and water closet.

(b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety sanitary requirements and circulation (vertical and horizontal).

(c) 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 by the Owner.

The Owner shall at their own cost construct the primary-cum-nursery school, community buildings/ dispensary and first aid centre on the land set apart for this purpose or if so desired by the government shall transfer to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community centre buildings/ dispensary and first aid centre, 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.

*[Signature]*  
D.T.C.P.  
Hq. CHD

For Juventus Estate Pvt. Ltd.

*[Signature]*  
Authorised Signatory

No third party right shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of license.

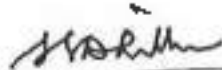
- (d) • (i) That the Owner undertakes to pay proportional external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.
- (ii) That the rates, schedule and terms and conditions of external development charges as mentioned above 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 rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.
- (e) • That the Owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders/plot holders @ Rs.9,28,963/- per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- (f) • That the Owner shall ensure that the flat/dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) • That the Owner shall abide by the provisions of the Haryana Apartment 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 unit under the Haryana Apartment Ownership Act, 1983.
- (i) • That the Owner shall be responsible for the maintenance and up-keep 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, which the Owner shall transfer all such road, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

*[Signature]*  
D.T.C.P.  
Haryana

For Juventus Estate Pvt. Ltd.

*[Signature]*  
Authorized Signatory

- (j) That the Owner shall deposit 30% of the amount realized by them from flat holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and the construction works in the colony.
- (k) 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 plotted/group housing 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 license granted.
- (l) That the Owner shall pay the infrastructure development charges (IDC) @ Rs.625/- per sq meter for group housing area and Rs.1000/- per sq meter for commercial area in two installments. The First installment shall be given within sixty days of grant of license and second installment shall be given within six months of grant of license failing which the Owner/ Colonizer shall pay interest @ 18% PA.
- (m) 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.
- (n) That the Owner shall reserve 15% 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. or otherwise approved, these flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner:
- (i) That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible member of economically weaker section categories, as defined by the State Government/Housing Board Haryana. The Owner shall also announce the tentative number of flats, its price along with size available for such sale.
- (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/drawn by the Owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will

  
A.T.C.P.  
For, X.H.B.

For Juventus Estate Pvt. Ltd.

  
Authorized Signatory

be allotted flats after complying with the usual business condition 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 while calling the applications for the allotment of economically weaker section/lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/ earnest money.

(iv) That the Owner 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 exceeds 15% after completion of the project 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.

Further the Owner shall submit the following certificates to the Director within ninety days of the full and 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 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized prices.
- (c) The Owner while determining the sale price of the flats in open market shall compute the net profit @ 15% 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 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 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

*[Signature]*

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

For Juventus Estate Pvt. Ltd.

*[Signature]*  
Authorised Signatory

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 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing 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 responsibility 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.

- (p) That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner shall 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 the cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within thirty days on demand.

That the owner shall make arrangement for water supply, sewerage drainage etc to the satisfaction of D.T.C.P till these service are made available from external infrastructure to be laid by HUDA.

- (2) Provided always and it is hereby agreed that if the Owner commit 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 license granted to him.
- (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 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favor of the Director.
- (4) The stamp duty and registration charges on this deed shall be borne by the Owner.

*[Signature]*  
D.T.C.P  
B.T. CID  
*[Signature]*

For Juvatus Estate Pvt. Ltd.

*[Signature]*  
Authorised Signatory



- (5) The expression the "Owner" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.
- (6) That any other condition which the Director may think necessary in public interest can be imposed.

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

M/s Juventus Estate Pvt. Ltd.  
For Juventus Estate Pvt. Ltd.  
*[Signature]*  
Authorised Signatory  
(Authorised Signatory)

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

DTCP, Haryana Chandigarh  
for and on behalf of the Governor of Haryana

WITNESSES

1. Signature *[Signature]*  
Name Sunil G T  
Date 18/10/07  
Address 20/309 B/A, D.K. Park  
near Delhi - 16
2. Signature *[Signature]*  
Name (Gian Chand)  
Date 20.10.07 P.H. Chd.  
Address \_\_\_\_\_

*[Signature]*  
Director  
Town and Country Planning..  
Haryana Chandigarh.  
*[Signature]*



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X 329718

LC-IV

**AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY**

This Agreement is made on this 23<sup>rd</sup> day of JUNE, 2011

Between

**VETTED**  
1) M/s Juventus Estate Limited, a company registered under the provisions of the Companies Act and having its registered office at F-60, Malhotra Buildings, 2nd Floor, New Delhi-110 001 acting through its authorized signatory namely Mr. Kushal Sharma, duly authorised vide Board Resolution dated 15<sup>th</sup> Aug, 2009;

2) M/s Mariana Infrastructure Limited, a company registered under the provisions of the Companies Act and having its registered office at 1-A, Hamilton House, First Floor, Connaught Place, New Delhi-110001, acting through its authorized signatory namely Mr. Salinder Singh Virk, duly authorised vide Board Resolution dated 13<sup>th</sup> August 2009;

Hereinafter collectively referred to as as "OWNER", which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assigns of the ONE PART.

Salinder Singh Virk  


DG, TCP (HR)



And

The Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL") of the OTHER PART.

WHEREAS the Owner is well entitled to the land mentioned in Annexure hereto for the purposes of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for 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 finally granted for setting up a Group Housing Colony on the land measuring 10.162 acre falling in the revenue estate of Village Dhanwapur, sec 104, District Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. 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 Rules-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 undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the group housing scheme, as per the rate schedule, terms and condition hereto:

i. That the Owner shall pay the proportionate EDC at the tentative rate of Rs. 213.299 Lacs per gross acre of total Group Housing component of 10.112 acres and at tentative rate of Rs. 332.036 lacs per gross acre of total Commercial component of 0.05 acres under the said Group Housing Colony with total gross area of 10.162 acres. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and 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 total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.

b) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion.

ii. The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are on tentative basis and the rates, schedules and terms and conditions of EDC may be revised by the Director, during the period of the license as and when necessary and the Owner shall be bound to pay the enhanced amount of EDC and the interest on the installment, if any, from the date of grant of licence and in accordance with the rate schedule, terms and condition so determined



Singh Vardh

DG, TCP/HYD



by the Director and shall furnish the additional bank guarantee, if any, on the enhanced EDC rates.

- iii. In case the Owner 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 will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in instalment 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 the Director.
- v. In case HUDA executes external development works and completes the same before the final payment of EDC the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Owner shall be bound to make the payment within the period so specified.
- vi. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- vii. The Owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the Owner, for which the Owner will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.
- viii. No EDC would be recovered from Economically Weaker Section (EWS)/Lower Income Group (LIG) categories of allottees.

b. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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.

The Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost school, hospital, community centers and other community



Signature  
DG, TCP (MR)



buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government, free of cost, the land set apart for school, hospital, community centre and other community buildings in which case the Government 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.

No third party right shall be created without the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh. The Owner shall construct all the community buildings within a period of three years from the date of grant of Licence.

c. That the Owner shall be individually as well as jointly responsible for the individual plan of licences area as well as total combined plans of the licenced area as a whole.

d. That the Owner shall complete the Internal Development Works within ~~two~~ years of the grant of Licence

e. That the Owner undertakes to pay proportionate EDC for the area earmarked for Group Housing Scheme, as per rate schedule terms and conditions given in clause-1 (a) of the

agreement. *Handwritten note: In case of the owner making the layout plan of G.H. scheme along with the service plan/detailed estimate to submit with D.C.P. Chandigarh to 25% of the total cost of development works later the amount decided for the work under the G.H. Scheme without a portion of EDCs from the date of grant of Licence.*

i. That the rates, schedule and terms and conditions of EDC as mentioned above may be revised by the Director <sup>General</sup> during the licence period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from date of grant of licence.

ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, sanitary requirements and circulation (vertical and horizontal)

iii. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq ft. which will cater to the minimum size of the room along with bath and water closet.

iv. That in case of the said Group Housing Colony the Owner shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 owners towards meeting the cost of internal development works and construction works in the colony.



DO, TOP (H)



- v. 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.
  - f. That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 625/- per square meter for group housing component and Rs. 1000/- per square meter for commercial component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of installment.
  - g. That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
  - h. That the Owner shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
  - i. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
  - j. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable 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 also 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 Rules, then in case and notwithstanding the waiver of any previous clause or 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 Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 and all the Subsequent amendments made in the Acts and Rules. 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.



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DO, TOP (H)

MARIAN INFRASTRUCTURE LIMITED

5. The expression "Owner" hereinbefore used/ shall include their heirs, legal representatives, successors and permitted assignees.
6. After the layout and development works or part thereof in respect of the said Group Housing Colony 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 said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the 20th day of April 2011 first above written.

WITNESSES:

VETTED  
D. A. (HQ)

1. *AS me*  
DHARMENDRA SINGH  
725, SECTOR 21A CHANDIGARH
2. *ASL*

SURENDER S/O SH. BALRAJ  
B.N. 665 LODHI ROAD Complex  
NEW DELHI - 11003

OWNER 

*Satinder Singh Verma*  


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

*Budh Ram*  
Budh Ram  
JE

*[Signature]*  
Director General  
Town & Country Planning,  
Haryana, Chandigarh

  
*[Signature]*

*Satinder Singh Verma*  


भारतीय गैर न्यायिक

पचास  
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FORM LC-IV-A

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on this 23<sup>rd</sup> day of June 2011

Between

1) M/s Juventus Estate Limited, a company registered under the provisions of the Companies Act and having its registered office at F-60, Malhotra Buildings, 2nd Floor, New Delhi-110 001 acting through its authorized signatory namely Mr. Kushal Sharma, duly authorised vide Board Resolution dated 01<sup>st</sup> December 2009;

2) M/s Mariana Infrastructure Limited, a company registered under the provisions of the Companies Act and having its registered office at I-A, Hamilton House, First Floor, Connaught Place, New Delhi-110001, acting through its authorized signatory namely Mr. Salinder Singh Vick, duly authorised vide Board Resolution dated 13<sup>th</sup> August 2009;

Hereinafter collectively referred to as "OWNER", which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assigns of the ONE PART.



DG. TCP (HRT)

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR") of the OTHER PART.

WHEREAS in addition to the agreement executed in pursuance of the provisions of the 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 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 Group Housing Colony on the land measuring 10.162 acres falling in the revenue estate of Sec 104, Village Dhanwapur, District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER:

- 1) In consideration of the Director General agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, their partners, legal representatives authorized agents, assignees, executors, etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner, the Owner hereunder covenants as follows:
  - a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 sqft which will cater to the minimum size of the room along with bath and water closet.
  - b) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-ax distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
  - c) 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 by Owner.

The Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost school, hospital, 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 Government, free of cost, the land set apart for school, hospital, community centre and other community buildings in which case the Government 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.

Salander Singh Vaid  
 DG, TCP (HR)



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 J. A. (HQ)

No third party right shall be created without the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. The Owner shall construct all the community buildings within a period of three years from the date of grant of License.

- d) i. That the Owner undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the group housing scheme, as per the rate schedule, terms and conditions annexed hereto.
- ii. That the rates, schedule and terms and conditions of the EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of licence.
- e) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @ Rs. \_\_\_\_\_ per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- f) That the Owner shall insure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- g) That the Owner shall abide by the provisions of the Haryana Apartment 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 the Owner till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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 shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 owners towards meeting the cost of internal development works and construction works in the colony.
- k) That the Owner shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.



NOTED  
D.A. (HQ)

Salinder Singh Vani

DG, TCP (HR)





- l) That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 625/- per square meter for group housing component and Rs. 1000/- per square meter for commercial component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of installment.
- m) That the Owner shall carry out, at his own expense any other works which the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker sections categories, and the area of such a flat shall not be less than 200 sq. ft. These flats shall be allotted ~~at a maximum cost of Rs. 1,50,000/-~~ in the following manner.  
*Cost: 1,50,000/-*
- o) That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible member of the economically weaker sections categories, as defined by the State Government/Housing Board, Haryana. The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
- ii) That if the number of the applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- iii) That the Owner while calling the applications for the allotment of the economically weaker section/lower income group categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iv) That any person registered under BPL family and includes his/her spouse or his/ her dependent children who do not own any flat in the 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 give to the BPL families listed in the same town and followed by Listed in the District and the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months of the grant of licence or sanctioned of the building plans whichever is later and the possession of flats shall be offered within the valid licence period of 4 years.
- 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

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D. A. (HQ)

DG, TCP (HR)



circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.

- viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (atleast of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner concerned.
- ix) That the date of draw of the lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (vii) above.
- x) That The Owner will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.
- xi) That Owner will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the 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 the people in the public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum dwellers, occupying precious 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 the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustless quota plots but the same are not readily available with HUDA/Government.
- o) That the Owner shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the State Government Treasury by the Owner or they shall spend this money on further amenities/ facilities in their colony for the benefit of the resident therein.

Further the Owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:-

- a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.



DG, TCP (H)

S. Atul

c) The owner while determining the sale price of the flats in open market shall compute the net profit @ 15% 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 plans and development works or part thereof in respect of the said Group Housing Colony 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 said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner shall submit the additional bank guarantee, if any, at the time of the approval of service plan/estimates according to the approved layout plan. In case of the of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within the thirty days on demand.

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D. A. (HQ)

2) Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Bilateral 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 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 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favor of the Director.

4) 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 month period from the date of grant of licence to enable provision to site in licenced land Transformers/Switching Stations/Electric Sub Stations as per norms prescribed by the power utility in the zoning plan of the project.

5) The stamp duty and registration charges on this deed shall be borne by the Owner.

6) The expression "Owner" heretofore used/ shall include their heirs, legal representatives, successors and permitted assignees.

DO, TCP (HQ)

- 7) - That any other condition which the Director may think necessary in public interest can be imposed.
- 8) - That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable 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.
- 9) - The Owner shall pay labour cess charges as per policy of govt. dated 25.02.2010.

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

WITNESSES

VETTED  
D.A. (HQ)

1. SURENDER S/O Sh. BALRAJ  
Q.N. 665 LODHI ROAD COMPLEX  
NEW DELHI - 110003
2. D. Singh  
DHARMENDRA SINGH  
A. 725, SECTOR 21, GURGAON

OWNER

  
Buddh Parm  
JE

Director General  
Town & Country Planning,  
Haryana, Chandigarh



सत्यमेव जयते

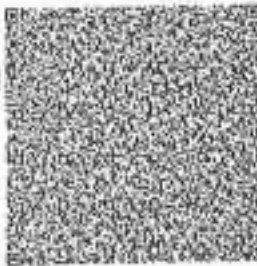
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### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL07496782810078M
Certificate Issued Date	: 09-Jan-2014 10:57 PM
Account Reference	: IMPACC (IV)/ d715903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL071590312342240376470M
Purchased by	: Mariana Infrastructure Ltd
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Mariana Infrastructure Ltd
Second Party	: Not Applicable
Stamp Duty Paid By	: Mariana Infrastructure Ltd
Stamp Duty Amount(Rs.)	: 50 (Fifty only)

Verified  
by  
ADA (H.A.)



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**LC-IV**

#### **AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY**

This Agreement is made on this 16th day of JUNE, 2014.

**Between**

M/s Mabon Properties Limited, Mariana Infrastructure Limited C/o Juventus Estates Limited  
companies registered under the provisions of the Companies Act and having its registered office

*Al*  
D.G.T.C.E. (H.A.)

*Satinder Singh Vora*



Secretary Govt:

1. The authenticity of this Stamp Certificate can be verified at [www.thelastamp.com](http://www.thelastamp.com) (if accessible) in the absence of the Certificate and as  
available on the website readers & reader  
2. The user of checking the integrity of the users of the certificate  
3. In case of any discrepancy please inform the Complaint Authority



at 448-451, Udyog Vihar, Phase V Gurgaon (hereinafter called the "OWNER/ DEVELOPER") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through

authorized signatory namely Sh. Satinder Singh Virk

.....Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

.....of the OTHER PART

WHEREAS the Owner is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony.

- AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the additional land measuring 3.39375 acres falling in the revenue estate of Village Dhanwapur, Sector- 104, District Gurgaon, Haryana.

**NOW THIS DEED WITNESSETH AS FOLLOWS :-**

1. In consideration of the Director General 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 by the Owner, the Owner hereby covenants as follows :-

1a). That the Owner shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 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 of the colony.

1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto.

- i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258,093 Lacs per gross acres of total Group Housing colony and Rs. 344.3696 Lacs per gross acre for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country

*He*  
D.G.T.C.P. (Hr)

*Satinder Singh Virk*



Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.

- ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
- iii. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 258.093 Lacs per gross acres of total Group Housing colony and Rs. 344.3696 Lacs per gross acre on the area measuring 0.0009 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCF, Haryana.
- v. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vi. In case the Owner 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.
- Vii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment 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 the Director.
- vii. In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period i. e. four years and the Owner shall be bound to make the payment within the period so specified.
- viii. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.

*Satinder Singh Vats*

*M*  
DGTCF (H)



1c). That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

1d). The Owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the Owner, for which the Owner will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

1e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1f). That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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.

1g). That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, 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, for the land purpose, on such terms and conditions as it may laid down.

No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

ii) The Owner shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

1j) That the Owner shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

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



- 1k) That the Owner shall complete the Internal Development Works within four years of the grant of License.
- 1l) That the Owner undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
- i. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
  - ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
  - iii. That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/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 the Group Housing Scheme within a period of 60 days from the date of grant of licence.
  - iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
  - v. That in case of the said Group Housing Colony the Owners deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 Owners towards meeting the cost of internal development works and construction works in the colony.
  - 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.
- f) That the Owner shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter(175 FAR) for Group Housing Component and Rs.1000/- per sq. meter(150

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DATE: 01/01/2011



FAR) for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owners within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

- g. That the Owners shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- h. That the Owners shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owners shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- i. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owners.
- j. That the Owners shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owners.
3. Upon cancellation of the License under clause-2 above, the Govt. may acquire the area of above said colony under the land acquisition Act 1894 & may develop the said area under any other rule.
4. That the Owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

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5. That the owners shall abide by the policy dated 08.07.2013/or any other instructions/policy issued from time to time with regard to allotment of EWS plot and flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owners.
7. The expression "Owners" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
8. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owners release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be. for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

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

**WITNESSES:**

1. Mangal Singh S/o Balram Singh  
Vill. Thana Gobindgarh, Teh. Khari,  
Distt. Mohali.

2.

*[Signature]*  
for Director HP  
[initials]



**DIRECTOR GENERAL**

**TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH**

**FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA**

*[Signature]*  
Director General  
Town and Country Planning,  
Haryana, Chandigarh





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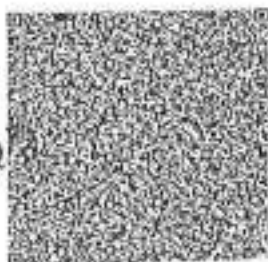
# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL07496727197443M
Certificate Issued Date	: 09-Jan-2014 10:56 PM
Account Reference	: IMPACC (IV) dt715903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL071690312343522029574M
Purchased by	: Mabon Properties Limited
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Mabon Properties Limited
Second Party	: Not Applicable
Stamp Duty Paid By	: Mabon Properties Limited
Stamp Duty Amount(Rs.)	: 50 (Fifty only)

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### FORM LC-IV-A

### BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on this 16th day of JUNE, of the Year 2014.  
**BETWEEN**

M/s Mabon Properties Limited, Mariana Infrastructure Limited C/o Juventus Estates Limited  
companies registered under the provisions of the Companies Act and having its registered office

*Salimul Haque Vani*

*AD*  
D.G.T.C.R. (Ht.)



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.thisastamp.com". Any discrepancy in the details on the Certificate renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

at 448-451, Udyog Vihar, Phase-V, Gurgaon (herein called the "OWNER/ DEVELOPER") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Sh. Sarinder Singh Virk

.....Of the ONE PART ing

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL").

.....of the OTHER PART

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 3.9375 acres falling in the revenue estate of Village Dhanwapur Sector-104, District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER :-**

1. In consideration of the Director General agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner, the Owner hereunder covenants as follows :-

- a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and

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*Sarinder Singh Virk*



shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

- c) 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 by Owner.
- d) That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including the local authority, for the said purposes, on such terms and conditions as it may laid down.  
No third party rights shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.
- e) (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions Annexed hereto.
- (ii) That the rates, schedule, term and conditions of the EDC 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 rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- f) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @Rs. NIL per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- g). That the Owner shall ensure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- g) That Owner shall abide by the provisions of the Haryana Apartment 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 the Owner till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

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Three circular stamps: "Haryana Apartment Ownership Act, 1983", "Haryana Apartment Ownership Act, 1983", "Haryana Apartment Ownership Act, 1983"

- i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon which the Owner shall transfer all such roads, open spaces, public parks and public health services free to cost to the Government or the local authority, as the case may be.
- j) That the Owner shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 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 Owners towards meeting the cost of internal development works of the colony.
- k) That the Owner shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- l) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs 1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- m). That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- nn) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 Sq. Ft. and the maximum price of allotment of EWS flats shall be of Rs. 1. 50,000-per flat i.e. Rs 750/- per sq ft in the following manner:-
- i) That for the allotment of the flats the Owner/Developer shall invite applications for allotment through open press from eligible member of the economically weaker section categories, as defined by the State Government/Housing Board, Haryana,

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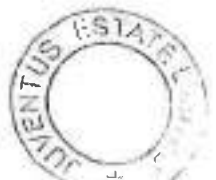
*Satinder Singh Verma*



The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.

- ii) That if the number of the applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owners after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- iii) That the Owner while calling the applications for the allotment of the economically weaker section (EWS) /lower Income group (LIG) categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iii(a) That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board, Haryana, HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS category) have transferred the same to some other person.
- iv) That any person registered under BPL family which includes his/her dependents/or children who do not own any flat/plot in any HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application by one BPL family.
- v) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and then in the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.
- 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 and size of flats, payment schedule etc. The advertisement should also highlight the other essential requirements, terms and conditions as the envisaged on the policy of the Government.

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D.G.T.C.R. (Hr.)



vii(a) That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

- If some applications are incomplete in terms of minor deficiencies like signatures/BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in some leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner concerned.

ix) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above.

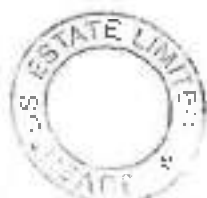
ix(a) That the owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause vii of this agreement.

ix(b) That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

ix (c) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but, the same shall be without interest/compensation. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(d) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.

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ix (d) That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled.

ix (e) That for providing duplicacy, the colonizer/owner shall fix a rubber stamp of his Company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out only of successful allottees.

ix (f) That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

ix (g) That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.

x) That the Owner will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.

xi) That Owner will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xii) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and

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*Salimdar Singh Viroi*



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 the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xiii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.

xiv) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.

xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot / flat holder.

xvi) If there is an increase in the prescribed minimum size of EWS Plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

- o) That the Owner shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the state Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.

Further the Owner/Developer shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that :-

- a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 15% 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 while determining the sale price of the flats in open market shall compute the net profit @15% 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 plans and development works or part thereof in respect of the said Group Housing Colony 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/Developer

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release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

- e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.
- 2) Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Bilateral 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 license granted to the Owner.
- 3) Upon cancellation of the license under clause 2 above 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 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4) 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 license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 6) The expression "Owner" hereinbefore used/shall include their heirs, legal, representatives, successors and permitted assignees.
- 7) That any other condition which the Director may think necessary in public interest can be imposed.

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- 8) That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable or give the requisite land. The Owner shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGICP till the services are made available from the external infrastructure to be laid by HUDA.
- 9) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.

*✓ Voted*  
*ADP*  
IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1. Mangal Singh & Balram Singh,  
Vill. Thana Gobindgarh, Teh. Kharar,  
Distt. Mohali.

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2. *God G. Gupta*  
*MD*



DIRECTOR GENERAL  
TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH  
FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA

*AL*  
Director General  
Town and Country Planning,  
Haryana, Chandigarh



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**AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A  
GROUP HOUSING COLONY**

This Agreement is made on this 22<sup>nd</sup> day of April 2012.

Between

VETTED

D. A. (HQ)

M/s Juventus Estate Limited company registered under the provisions of the Companies Act and having its registered office at F-60, Malhotra



V. 22-4

B.G.T.C.P. (H.C.)

Buildings, 2nd Floor, New Delhi-110 001 and Mariana Infrastructure Limited company registered under the provisions of the Companies Act and having its registered office at 1A, Hamilton House, 1st Floor, Connaught Place, New Delhi - 110 001. (hereinafter called the "OWNER") acting through its authorized signatory namely Mr. Satinder Singh Virk son of Late Shri B S Virk, Resident of House No 2118, Ground Floor, Sector 35C, Chandigarh - 160022, which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assigns 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 the Owner is well entitled to the land mentioned in Annexure hereto for the purposes of converting and developing it into a Group Housing Colony.

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*Photo*

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AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for 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 finally granted for setting up a Group Housing Colony on the land measuring 4 acre falling in the revenue estate of Village Dhanwapur and Gurgaon, Tehsil and District Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. 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 Rules-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, the Owner hereby covenants as follows:

*Satinder Singh Virk*



a. That the Owner undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the group housing scheme, as per the rate schedule, terms and condition hereto:

i. That the Owner shall pay the proportionate EDC at the tentative rate of Rs. 213.30 Lacs per gross acre of total Group Housing component of 3.98 acres and at tentative rate of Rs. 332.036 lacs per gross acre of total Commercial component of 0.02 acres under the said Group Housing Colony with total gross area of 4 acres. These charges shall be payable to Haryana Urban Development Authority through the Director Town and 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 total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.

b) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion.

ii. The Owner shall pay EDC as and when demanded by the DTCP

iii. In case the Owner 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 will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be

*S. Jindal Singh, Voz*

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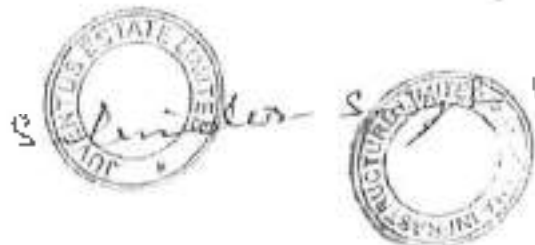
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chargeable up to a period of three months and an additional three months with the permission of the Director.

- v. In case HUDA executes external development works and completes the same before the final payment of EDC the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Owner shall be bound to make the payment within the period so specified.
- vi. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- vii. The Owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the Owner, for which the Owner will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.
- viii. No EDC would be recovered from Economically Weaker Section (EWS)/Lower Income Group (LIG) categories of allottees.

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- b. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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.

The Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost school, hospital, 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 Government, free of cost, the land set apart for school, hospital, community centre and other community buildings in which case the Government 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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D. A. (HQ)

- No third party right shall be created without the prior permission of the Director Town and Country Planning, Haryana, Chandigarh. The Owner shall construct all the community buildings within a period of three years from the date of grant of License.
- c. That the Owner shall be individually as well as jointly responsible for the individual plan of licences area as well as total combined plans of the licenced area as a whole.
- d. That the Owner shall complete the Internal Development Works within ~~two~~ years of the grant of Licence
- e. That the Owner undertakes to pay proportionate EDC for the area earmarked for Group Housing Scheme, as per rate

*Satinder Singh Vee*

*[Signature]*  
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schedule terms and conditions given in clause-1 (a) of the agreement.

- i. That the rates, schedule and terms and conditions of EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from date of grant of licence.
- ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
- iii. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq ft. which will cater to the minimum size of the room along with bath and water closet.
- iv. That in case of the said Group Housing Colony the Owner shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 owners towards meeting the cost of

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D. A. (HQ)

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internal development works and construction works in the colony.

- v. 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.
- f. That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 625/- per square meter for group housing component and Rs. 1000/- per square meter for commercial component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of installment
- g. That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- h. 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 said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- i. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.

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D. A. (HQ)

*Salim Khan*

j. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable 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 also 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 Rules, than in case and notwithstanding the waiver of any previous clause or 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 Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 and all the Subsequent amendments made in the Acts and Rules. 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 "Owner" hereinbefore used/ shall include their heirs, legal representatives, successors and permitted assignees.
6. After the layout and development works or part thereof in respect of the said Group Housing Colony 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 said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount

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thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the 27<sup>th</sup> day of April 2011 first above written

WITNESSES:



OWNER



ATTED  
D. A. (HQ)

1. *Pranav* *Wikramsingh Road*  
*Kapashan near Delhi*  
*Gali 4 House 347*

2.

*PANUJ KUMAR*

*Sector - 21*

*Gurgaon*

*Vijay*  
*JE*  
*JOINT ESTATE LIMITED*  
*W.D.*

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

Director General  
Town and Country Planning,  
Haryana, Chandigarh



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**FORM LC-IV-A  
BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET  
UP A GROUP HOUSING COLONY**

This Agreement is made on this 22<sup>nd</sup> day of April 2012.

Between

**VETTED** M/s Juventus Estate Limited company registered under the provisions of  
the Companies Act and having its registered office at F-60, Malhotra  
Buildings, 2nd Floor, New Delhi-110 001 and Mariana Infrastructure Limited  
D. A. (HQ) company registered under the provisions of the Companies Act and having



D.G.T.C.P.

its registered office at 1A, Hamilton House, 1st Floor, Connaught Place, New Delhi - 110 001. (hereinafter called the "OWNER") acting through its authorized signatory namely Mr. Satinder Singh Virk son of Late Shri B S Virk, Resident of House No 2118, Ground Floor, Sector 35C, Chandigarh - 160022, which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assigns 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 the agreement executed in pursuance of the provisions of the 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 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 Group Housing Colony on the land measuring 4 acres falling in the revenue estate of Sec 104, Village Dhanwapur and Gurgaon, Tehsil and District Gurgaon, Haryana.

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D. A. (HQ)

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER:

- 1) In consideration of the Director General agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, their partners, legal representatives authorized agents, assignees, executors, etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner, the Owner hereunder covenants as follows:

*Satinder Singh Virk*

- a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 sqft which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, sanitary requirements and circulation (vertical and horizontal)
- c) 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 by Owner.

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G. A. (HQ)

The Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost school, hospital, 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 Government, free of cost, the land set apart for school, hospital, community centre and other community buildings in which case the Government 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.

No third party right shall be created without the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. The Owner shall construct all the community buildings within a period of three years from the date of grant of License.



- d)
- i. That the Owner undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the group housing scheme, as per the rate schedule, terms and conditions annexed hereto.
  - ii. That the rates, schedule and terms and conditions of the EDC as mentioned above may be revised by the Director during the licence period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of licence
- e) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @ Rs. NA. per gross acre which is a tentative charges only for construction of a portion of the total community buildings
- VETTED** f) That the Owner shall insure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of D. A. (HQ) Haryana Apartment Ownership Act, 1983.
- g) That the Owner shall abide by the provisions of the Haryana Apartment 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 the Owner till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983
- i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the



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said Group Housing Colony 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, upon 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 shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 owners towards meeting the cost of internal development works and construction works in the colony.
- k) That the Owner shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- l) That the Owner shall deposit the Infrastructure Development Charges ("IDC") @ Rs. 625/- per square meter for group housing component and Rs. 1000/- per square meter for commercial component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @ 18% per annum (simple) for the delay in payment of installment.
- m) That the Owner shall carry out, at his own expense any other works which the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the

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economically weaker sections categories, and the area of such a flat shall not be less than 200 sq. ft. These flats shall be allotted at the maximum cost of Rs 1,50,000/- in the following manner :

- i) That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible member of the economically weaker sections categories, as defined by the State Government/Housing Board, Haryana. The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
- ii) That if the number of the applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and condition of the sale within the stipulated time period prescribed by the Owner.
- iii) That the Owner while calling the applications for the allotment of the economically weaker section/lower income group categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iv) That any person registered under BPL family and includes his/her spouse or his/ her dependent children who do not own any flat in the 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 give to the BPL families listed in the same town and followed by Listed in the District and the State
- vi) That the complete scheme shall be floated for the allotment in one go within four months of the grant of licence or sanctioned of the

*Satinder Singh Vani*

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building plans whichever is later and the possession of flats shall be offered within the valid licence period of 4 years.

- 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 flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.
- viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (atleast of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner concerned.
- ix) That the date of draw of the lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (vii) above.
- x) That The Owner will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.
- xi) That Owner will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the 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 the people in the public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category

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O. A. (HQ)

*Sunder Singh Vora*



*[Signature]*  
D.G.T.C.P. (Hr.)

may include slum dwellers, occupying precious 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 the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

- xiii) That no annual maintenance charges are recoverable from EWS plot / flat holders. However, the colonizer / Association can recover user charges like water supply, sewerage, electricity etc from beneficiaries if such services are provided by the colonizer / Association.
- xiv) The colonizer can execute a plot/ flat Buyer Agreement with the allottee of EWS plot / flat , but the same should be within the purview of the EWS policy framed by the State Government.
- xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot / flat holder.
- (xvi) If there is an increase in the prescribed minimum size of EWS plot / flat then extra amount can be recovered at the prescribed rate from the EWS plot / flat holders,

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D. A. (HQ)

- o) That the Owner shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the State Government Treasury by the Owner or they shall spend this money on further amenities/ facilities in their colony for the benefit of the resident therein.

Further the Owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:-

- a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

*Satinder Singh Verma*

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D.G.T.C.P. (Hr)  
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- b) A minimum of 15% 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 while determining the sale price of the flats in open market shall compute the net profit @ 15% 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 plans and development works or part thereof in respect of the said Group Housing Colony 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 said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the 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 EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.
- e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner shall submit the additional bank guarantee, if any, at the time of the approval of service plan/estimates according to the approved layout plan. In case of the of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in

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D. A. (HQ)



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the layout plan, the Owner will furnish an additional bank guarantee within the thirty days on demand.

- 2) Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Bilateral 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 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 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favor of the Director.
- 4) 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 month period from the date of grant of licence to enable provision to site in licenced land Transformers/Switching Stations/Electric Sub Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5) The stamp duty and registration charges on this deed shall be borne by the Owner.
- 6) The expression "Owner" hereinbefore used/ shall include their heirs, legal representatives, successors and permitted assignees.
- 7) That any other condition which the Director may think necessary in public interest can be imposed.
- 8) That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable or give the requisite land.

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D. A. (HQ)



*[Signature]*  
D.G.T.C.P. (H/4)

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.

9) The Owner shall pay labour cess charges as per policy of govt. dated 25.02.2010.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL TOWN and COUNTRY PLANNING HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN

WITNESSES  
OWNER

*Deput*  
1. *W. K. Singh, Karashora*  
*near Delhi Gali 4*  
*House 347*

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

2. *P. K. Singh*  
*Sector - 21*  
*Gurgaon*

*Vijay*  
*SE*  
*MDA/DTCP (HQS)*  
*MD*

*Salinder Singh*  
OWNER



*Salinder Singh Vohra*  
OWNER



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

Director General  
Town and Country Planning,  
Haryana, Chandigarh



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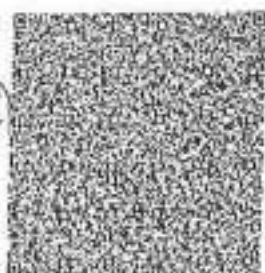
## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL07498858958683M
Certificate Issued Date	: 09-Jan-2014 10:58 PM
Account Reference	: IMPADC (IVV) dl715903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL071590312341919614871M
Purchased by	: Mariana Infrastructure Ltd
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Mariana Infrastructure Ltd
Second Party	: Not Applicable
Stamp Duty Paid By	: Mariana Infrastructure Ltd
Stamp Duty Amount (Rs.)	: 50 (Fifty only)

Valued  
Cert  
ADA (100)



#### LC-IV

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#### AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on this 16th day of JUNE, 2014.

Between

M/s Mariana Infrastructure Limited C/o Juventus Estates Limited companies registered under the provisions of the Companies Act and having its registered office at 448-451, Udyog Vihar, Phase

D.G.T.C.E. (Hr.)



Secretary A&EL

1. The authenticity of this Stamp Certificate should be verified at "www.delhinonjudicial.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy lies on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



V Gurgaon (hereinafter called the "OWNER/DEVELOPER") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Sh. Satinder Singh Vick

... ..OF the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

.....of the OTHER PART

WHEREAS the Owner is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the additional land measuring 1.9625 acres falling in the revenue estate of Village Dhanwapur, Sector- 104, District Gurgaon, Haryana.

**NOW THIS DEED WITNESSETH AS FOLLOWS :-**



1. In consideration of the Director General 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 by the Owner, the Owner hereby covenants as follows :-

1a). That the Owner shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 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 of the colony.

1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:

- i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258.093 Lacs per gross acres of total Group Housing colony and Rs. 344.3696 Lacs per gross acre for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country

  
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Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.

- ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
- iii. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 258.093 Lacs per gross acres of total Group Housing colony and Rs. 344.3696 Lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on instalments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vi. In case the Owner 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.
- vii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment 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 the Director.
- viii. In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lump sum even before the completion of the license period i. e. four years and the Owner shall be bound to make the payment within the period so specified.
- ix. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- 1c). That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

  
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1d). The Owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the Owner, for which the Owner will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

1e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1f). That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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.

1g). That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, 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, for the land purpose, on such terms and conditions as it may laid down.

No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

1i) The Owner shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

1j) That the Owner shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

1k) That the Owner shall complete the Internal Development Works within four years of the grant of License

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11) That the Owner undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreements:-

- i. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
- ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
- iii. That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/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 the Group Housing Scheme within a period of 60 days from the date of grant of licence.
- iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- v. That in case of the said Group Housing Colony the Owners deposit 30% of the amount realized by him from the flat holders from time to time within 10 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 Owners towards meeting the cost of internal development works and construction works in the colony.
- 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.
- f. That the Owner shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter( 175 FAR) for Group Housing Component and Rs.1000/- per sq. meter(150 FAR) for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owners within sixty days from the date of the grant of the license and the second

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installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

- g. That the Owners shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- h. That the Owners shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owners shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
- i. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owners.
- j. That the Owners shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owners.
3. Upon cancellation of the License under clause-2 above, the Govt. may acquire the area of the above said colony under the land acquisition Act, 1894 & may develop the said area under any other law.
4. That the Owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
5. That the owners shall abide by the policy dated 08.07.2013 or any other instructions/policy issued from time to time with regard to allotment of EWS plot and flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owners.

Verified  
Date  
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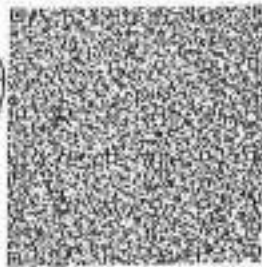
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## INDIA NON JUDICIAL

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e-Stamp

Certificate No.	: IN-DL07498812311053M
Certificate Issued Date	: 09-Jan-2014 10:57 PM
Account Reference	: IMPACC (IV)/ dl715903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL0715903123420264412M
Purchased by	: Mariana Infrastructure Ltd
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Mariana Infrastructure Ltd
Second Party	: Not Applicable
Stamp Duty Paid By	: Mariana Infrastructure Ltd
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



### FORM LC-IV-A

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### BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on this 16<sup>th</sup> day of JUNE of the Year 2014.  
BETWEEN

M/s Mariana Infrastructure Limited C/o Juventus Estates Limited (hereinafter called the  
"OWNER/DEVELOPER") company registered under the provisions of the Companies Act and

*Satinder Singh Verman*

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



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.stamps.gmp.nsn](http://www.stamps.gmp.nsn). Any discrepancy or mismatch between Certificate and its  
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3. In case of any discrepancy please inform the Competent Authority.



having its registered office at 448-451, Udyog Vihar, Phase V Gurgaon which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Sh. Satinder Singh Virk

.....Of the ONE PART ing  
And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Manning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL").

.....of the OTHER PART

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 1.9625 acres falling in the revenue estate of Village Dhanwapur Sector-104, District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER :-**

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1. In consideration of the Director General agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner, the Owner hereunder covenants as follows :-

- a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and

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shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

- c) 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 by Owner.
- d) That 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 within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including the local authority, for the said purposes, on such terms and conditions as it may laid down.  
No third party rights shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.
- e) (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions Annexed hereto.
- (ii) That the rates, schedule, term and conditions of the EDC 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 rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- f) That the Owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @Rs. Nil. per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- g) That the Owner shall ensure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- g) That Owner shall abide by the provisions of the Haryana Apartment 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 the Owner till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

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- i) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon which the Owner shall transfer all such roads, open spaces, public parks and public health services free to cost to the Government or the local authority, as the case may be.
- j) That the Owner shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 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 Owners towards meeting the cost of internal development works of the colony.
- k) That the Owner shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- l) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs 1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- m). That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- mm) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- n) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 Sq. Ft. and the maximum price of allotment of EWS flats shall be of Rs. 1, 50,000-per flat i.e. Rs 750/- per sq ft. in the following manner:-
- i) That for the allotment of the flats the Owner/Developer shall invite applications for allotment through open press from eligible member of the economically weaker section categories, as defined by the State Government/Housing Board, Haryana.

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The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.

- ii) That if the number of the applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owners after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner.
- iii) That the Owner while calling the applications for the allotment of the economically weaker section (EWS) /lower Income group (LIG) categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iii(a) That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board, Haryana, HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS category) have transferred the same to some other person.
- iv) That any person registered under BPL family which includes his/her dependents/or children who do not own any flat/plot in any HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application by one BPL family.
- v) That the First Preference will be given to BPL families listed in the same Town and followed by those Listed in the District and then in the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.
- 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 and size of flats, payment schedule etc. The advertisement should also highlight the other essential requirements, terms and conditions as the envisaged on the policy of the Government.

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vii(a) That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

- If some applications are incomplete in terms of minor deficiencies like signatures/BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner concerned.

ix) That the date of draw of the lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the application and the results will also be published in the newspapers as referred in (vii) above.

ix(a) That the owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause vii of this agreement.

ix(b) That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

ix (c) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but, the same shall be without interest/compensation. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(d) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.

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ix (d) That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled.

ix (e) That for providing duplicacy, the colonizer/owner shall fix a rubber stamp of his Company on the BPL card of the allottee till the time UID cards are not made compulsory and thereafter the entry of the number of UID card of BPL applicants will be compulsory in the application form, whereas BPL verification shall be carried out only of successful allottees.

ix (f) That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of Saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the colonizer/owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

ix (g) That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.

x) That the Owner will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.

xi) That Owner will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xii) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and

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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 the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xiii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are provided by the Colonizers/Association.

xiv) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.

xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot / flat holder.

xvi) If there is an increase in the prescribed minimum size of EWS Plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

- o) That the Owner shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the state Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.

Further the Owner/Developer shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that :-

- a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 15% 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 while determining the sale price of the flats in open market shall compute the net profit @15% 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 plans and development works or part thereof in respect of the said Group Housing Colony 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/Developer

  
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*Satinder Singh Vermani*





release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner.

- e) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.

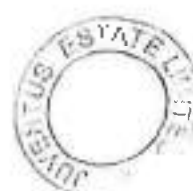
2) Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the license granted to the Owner.

Upon cancellation of the license under clause 2 above 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 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. 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 license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 6) The expression "Owner" hereinbefore used/shall include their heirs, legal, representatives, successors and permitted assignees.
- 7) That any other condition which the Director may think necessary in public interest can be imposed.

Satender Singh Verman

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



- 8) That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable or give the requisite land. The Owner shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.

9) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.

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

WITNESSES :

1. Mangal Singh & Bahram Singh  
Vill. Thana Gobindgarh, Teh. Khana,  
Distt. Mohali.

2. *Vin*  
40 Dazer *JE HPT*

*Satinder Singh Verma*



DIRECTOR GENERAL

TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA

*[Signature]*  
Director General  
Town and Country Planning,  
Haryana, Chandigarh