

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 09/08/2023

Certificate No. G012023H3162



Stamp Duty Paid : ₹ 101

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Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Whiteland corporation Private limited

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 80*****91



Buyer / Second Party Detail

Name : Director town and Country planning

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 80*****91

Purpose : Agreement

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FORM LC-IV

(See rule 11)

Agreement by owner of land intending to set up a colony

This agreement is made on the 23rd day of August 2023 between M/s Whiteland Corporation Private Limited having it's registered office at 10th Floor, Tower-1, Worldmark , Sector-65, Gurugram Haryana, M/s Nipper Propbuild Private Limited in collaboration with M/s Whiteland corporation Private Limited 306-308, Square one , C-2, District Centre, Saket, New Delhi -110017 (hereinafter called the "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 the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential group housing colony;

Whereas, in addition to the agreement executed in pursuance of the provisions under Rule 11 of the Haryana Development and Regulations of Urban Area Rules 1976 (hereinafter referred to as "HDRUA Rules"), one of the conditions for granting a license is that the owner shall enter into an agreement to carry out and complete development works in accordance with the License for additional area measuring 2.3159 acres in addition to the finally granted license no. 91 of 2022 for setting up a group housing colony on land measuring 6.175 acres in the revenue estate of Kherki Daula, Sector-76, Tehsil Manesar, and District Gurugram."

Director General
Town & Country Planning
Haryana, Chandigarh

Whiteland Corporation Private Limited
Authorised Signatory

Now, this deed witnesses as follows:

1. In consideration of the Director agreeing to grant a license to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11, the owner hereby covenants as follows:
 - (a) That the owner shall deposit 30% 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 amount shall only be utilized by the owner towards meeting the cost of internal development works and construction works in the Group Housing Colony.
 - (b) That the owner shall to pay proportionate external development charges (EDC) as per the rate, schedule, terms, and conditions hereto:
 - (i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 312.289 Lakhs per gross acre for 2.3159 acres residential component and Rs. 416.385 lakhs for 0.0116 acres commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director Town and Country Planning either lump-sum within 30 days from date of grant of License or in ten equal six monthly instalments of 10% each i.e.
 - (a) The first instalment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of the license.
 - (b) The balance of 90% shall be paid in nine equal six-monthly instalments along with interest at the rate of 15% per annum. This interest shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 312.289 per gross acre for the residential component and 416.385 lakhs per gross acre for the commercial component in the Group Housing Colony. However, at the time of grant of occupation permission, nothing will be due on account of EDC.
 - (c) The Owner shall pay the EDC as per the scheduled date and time when demanded by the DTCP, Haryana.
 - (d) The Owner shall specify the details of calculation per sq.mts. and per sq.ft. for the EDC and IDC charges, if being charged separately, as per the rates fixed by the Government.
 - (ii) The EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021Plans are under review and are likely to be finalized soon. There is a likelihood of a substantial increase in the EDC rates. In the event of an increase in EDC rates, the colonizer/owner shall pay the enhanced rate of EDC along with interest on instalments, if any, from the date of the grant of license. Additionally, the owner shall furnish any additional Bank Guarantee required for the enhanced EDC.


Director General
Town & Country Planning
Haryana, Chandigarh

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(iii) If the colonizer asks for a completion certificate before the payment of EDC, they would have to first deposit the entire balance of EDC and only there after the grant of license, grant of the completion certificate will be considered.

(iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments beyond the due date, an additional penal interest of 3% per annum (making the total payable interest 15% per annum) will be changable up to a period of 3 months, and an additional 3 months with the permission of DTCP.

(v) In case Haryana Urban Development Authority (SVP) executes external development work and complete the same before the due date and consequently requires charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lump sum even before the completion of the five-year period and the colonizer shall be bound to do so.

(vi) Enhanced compensation of land cost, if any shall be payable extra as decided by the Director from time to time.

(vii) The Owner shall arrange for the electric connection from an outside source for electrification of their colony through Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek an electric connection from HVPN, the Director shall recover the cost from the Owner and deposit it with HVPN. However the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the electrical (distribution services plan/ estimates approved from the agency responsible for installation of external services ie. HVPN UHBVNL DHBVNL , and complete the same before obtaining completion certificate for the colony.

(viii) No External Development Charges would be recovered from the Economically Weaker Sections (EWS) Lower income Groups (LIG) categories of allottees.

(e) That the Owner shall be responsible for the maintenance and up-keep 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 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.

(f) That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost School, hospitals community centre and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Govt. free of cost the land set apart for school, hospitals community centers and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the local Authority on such terms and conditions as it may lay down.


Director General
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(g) No third-party rights will be created without obtaining the prior permission of the TCP. All the community building will be constructed by the colonizer within a period of three years from the date of grant of license.

(h) 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.

(i) That the Owner shall complete the internal Development Works within two year of the grant of license.

(j) That the owner undertakes to pay proportionate External Development Charges (EDC) for the areas earmarked for Group Housing Scheme as per rate schedule terms and conditions given in Clause- I (b) of the agreement.

(i) That the owner shall furnish the layout plan of Group Housing Scheme along with the service plans/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development work (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.

(ii) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population 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 WC.

(iii) That adequate educational, health, recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.

(iv) That the Owner shall deposit infrastructure development charges @ Rs. 625/ Sq Mtr for group housing area and Rs. 1000/- per sq. mtr. of the 0.5% commercial component in two equal instalments. The first instalment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second instalment within six month from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of instalments.

(k) That the Owner shall carry out at his own expenses any other works which The Director may think necessary and reasonable in the interest of the proper development of the colony.

(l) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works. In 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


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(m) That without prejudice to anything contained in this agreement all provisions contained in the Act and Rules shall be binding on the owner.

(n) That the owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

2. Provided always and it is hereby agreed that should the owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or rules then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to him.
3. Upon cancellation of the license under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events shall stand forfeited in favour of the Director.
4. The stamp and registration charges on this deed shall be borne by the owner.
5. The expression that 'owner' herein before used shall include his hirers, legal representatives, successors and permitted assigns.
6. After the layout and development works or part thereof in respect of the 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 colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.
7. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each


Director General
Town & Country Planning
Haryana, Chandigarh

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payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

8. That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.
9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/ developer.
10. The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

11. In witness where of the coloniser and the Director have signed this deed on the day and year first above written.

In witness whereof the coloniser and the Director have signed this deed on the day and year first above written.

Witness:-



Whiteland Corporation Private Limited

The Owner Signatory

1. Narinder Singh
2. # 546. Sec 38 chd.

Dated _____

Director

For & on behalf of the Governor of Haryana

1. _____

2. _____

Dated _____

Note- In case the owner is exempted from providing any one or more amenities sub clauses (a),(b) & (c) maybe modified accordingly.


Director General
Town & Country Planning
Haryana, Chandigarh

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Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 105882596



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Whiteland corporation Private limited

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 80*****91



Buyer / Second Party Detail

Name : Director town and Country planning

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 80*****91

Purpose : Agreement

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[FORM LC-IV A

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up an Group Housing colony

This Agreement is made on 25th day of Aug., 2023.

Between

M/s Whiteland Corporation Pvt. Ltd. Having registered office 10th, Tower -1 Worldmark, Sector-65, Gurugram, Haryana, M/s Nipper Propbuild Private Limited in collaboration with Whiteland Corporation Private Limited having it's registered office at 306-308, Square one, C-2, District Centre, Saket, New Delhi -110017 (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as "Director") of the other part.

Whereas in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the " Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a group housing colony on the land measuring 2.3159 acres falling in the revenue estate of village Kherki Daula, Sector-76 District Gurugram


Director General
Town & Country Planning
Haryana, Chandigarh

Whiteland Corporation Private Limited


Authorised Signatory

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 licence 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, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follows:

(a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services Population of 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 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 interse 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 his 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 and 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.

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 licence.

(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 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 the date of grant of licence.

(iii) That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(I)(D) of the Real Estate Regulation and Development

Whiteland Corporation Private Limited

Director General
Town & Country Planning
Haryana, Chandigarh

Authorised Signatory

Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

(iv) That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.

(v) That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/ developer.

(vi) The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

(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.4047 *1.75 *500 per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

(f) That the owner shall ensure that the flats / 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 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 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 licence granted.

(l) That the owner shall deposit service charges @ Rs. 10/- square meters of the total flatted area of the flatted area/total covered area of the colony in two equal installments. The first installment of the service charges would be deposited by the owner within sixty days from the

date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

(m) That the pace of construction shall be kept atleast in accordance with the sale agreement with buyers of the flat as and when the scheme is launched.

(n) 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.

(o) 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 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board as per applicable policy and allotted at maximum cost of Rs. 1,50,000/- per flat by the colonizer with the following eligibility criteria *as per rates legal provision policy in this regard*

(i) Any person registered under BPL family and includes his/her spouse or his/her dependent 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.

(ii) First preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.

(iii) Complete scheme shall be floated in one go within four months of grant of license or sanction of building plans whichever is later and possession of plots/flats shall be offered within the valid license period of 4 years.

(iv) To make the scheme transparent, advertisement will be given in leading English National dailies like Hindustan Times, Times of India, English Tribune 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 of plots flats size etc.

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

vi) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referenced in (C) above.

(a) The Complete Scheme shall be floated within six months from the issuance of occupation /part occupation certificate of EWS flats. The Colonizer upon obtaining such occupation / part occupation certificate, shall immediately and not later than 60 days convey the detail of such flats to the Housing Board Haryana for the purpose of inviting applications and for identification of the eligible beneficiaries.

(b) The Housing Board Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the colonizer and DTCP, Haryana. By no means, the involvement of Housing Board Haryana shall amount to it being designated as a developer for the project, as far as compliance under RERA Act is concerned.

(c) All compliances pertaining to Haryana Development and Regulation of Urban Areas 1975 as well as Apartment Ownership Act, 1983 shall continue to be sole responsibility of the licensee.

(d) While identifying the beneficiaries for allotment, Housing Board Haryana shall grant first preference to the BPL families and thereafter to the EWS applicants of the State.

(e) For the purpose of this Policy, the definition of EWS stands adopted as provided under PMAY guidelines i.e. with household income less than 3 lakhs or as amended under PMAY guidelines from time to time.

(f) That in cases where EWS flats have already been advertised, the licensee shall conduct the draw of the lots within three months from the issuance of the Policy.

(g) That the list of successful allottees alongwith waiting list upto 25% of total number of EWS flats shall be published in newspaper as specified above.

(h) After completion of the process of identification of successful allottees, Housing Board, Haryana shall convey the list of successful applicants alongwith the waiting list to the concerned Colonizer under intimation to DTCP, Haryana.

(i) All further formalities pertaining to the issuance of allotment letter and recover of instalments from the successful allottees continue to remain with the Colonizer. If successful allottee fails to deposit the instalments, he maybe given 15 days time from the issuance of publication of such list in one daily Hindi newspaper, failing which allotment shall stand cancelled,

(j) For avoiding duplicacy, the colonizer shall fix a rubber stamp of his company on the BPL card of the allottee, till the time Aadhar cards are not made compulsory and thereafter the entry of the number of Aadhar Card of BPL candidates will be compulsory in the Application Form.

The list of successful BPL as well as EWS beneficiaries shall be forwarded to the Department of Urban Local Bodies, Haryana for maintaining and integrating database of the allottees so as to avoid duplicate allotment to same beneficiaries.

(k) BPL as well as EWS verification shall be carried out in case of successful allottees only.

(l) Housing Board, Haryana shall charge Rs. 10,000/- as registration / earnest money along with each application. Housing Board Haryana shall retain such registration charges from each successful allottee after conducting the draw of a lots. The balance amount of Rs. 1.4 lakhs shall be recovered directly by the Colonizer from the beneficiaries as identified by the Housing Board, Haryana.

(m) For unsuccessful candidates, the refund of registration / earnest money (without interest / compensation) shall be made to the Housing Board, Haryana within two months from date of draw

(n) The earnest money of the applicants in the waiting list may be retained by the Housing Board, Haryana till the process of allotment of successful applicants is completed. Thereafter, the earnest money shall be refunded within one-month period. However, in case, any applicant in waiting list requests for refund of earnest money ever during the process of allotment, the

Housing Board, Haryana shall refund the same within a period of one month from the receipt of the request without making any deduction.

(o) In case a successful candidate surrenders his flat, entire amount will be refunded by the Colonizer without any deduction. However, the registration amount of Rs. 10,000/- recovered by Housing Board, Haryana shall remain non-refundable.

(p) The allottees of such EWS flats shall not be allowed to further transfer these flats to any 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 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 be liable for cancellation.

(q) The Owner shall get the commensurate number of building plans of EWS component approved while submitting the building plans of main component in group housing colony.

(r) The Owner will ensure that at the time of grant of occupation certificate in case of group housing colony, the proportionate number of EWS flats stand constructed and allotted.

(s) That the allotment of the EWS flats can also be made with the approval of the Government to specific category of people in public interest on the recommendations of the Committee headed by the Divisional Commissioner consisting of Division Commissioner, Administrator, HSVP, STP & DTP. This category may incline slim-dwellers, occupiers of precious government land or persons who are living in constructed houses on the acquired land and are eligible for rehabilitation as per Govt. decision/court order or the persons who have to be allotted outsees quota plots, but the same are not really available with HSVP/ Government.

(t) That no annual maintenance charges are recoverable from EWS flats owners. However, the Colonizer / Association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries, if such services are provided by the Colonizer /Association.

(u) The Colonizer can execute a flat buyer agreement with the allottee of EWS flat the same should be within the purview of EWS policy framed by the State Government from time to time.

(v) No security deposit or refundable contingency deposit shall be demanded by the Colonizer from EWS flat owners.

(w) If there is an increase in the prescribed minimum size of EWS flat, the extra amount can be recovered at the prescribed rate from the EWS flat owners.

(x) 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.

(y) 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:

(1) The overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

(2) A minimum of 15% in case of economically weaker section lower income group flats as provided in sub clauses (n) have been allotted at the prescribed subsidized price.

(3) The Owner while determining the sale price of the flats in the 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.

(4) 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 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 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 one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule 16 or earlier case the owner is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the External Development charges shall be released by the Director in proportion to the payment of the External Development Charges received from the owners.

(5) That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The owners 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 interim rate of the construction as on 01.01.1995 with an increase in the cost of construction and an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owners will furnish an additional bank guarantee within thirty days on demand.

6. 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 or Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted by him.

7. 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 Act and Rules. The Bank guarantee in that event shall stand forfeited in favour of the Director.

8. The Stamp duty and registration charges on this deed shall be borne by the owners.

9. The expression the "owner" hereinbefore used, shall include his heirs, legal representatives, successors and permitted assignees.

10. That the owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make all arrangements for water supply, sewerage, drainages etc. to the satisfaction of TCP till the services are made available from external Infrastructure to be laid by HUDA.

11. 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 of site in licenced land for Transformers /Switching Stations / Electric Sub Stations as per the norms prescribed by the power utility in the Zoning plan of the project.

12. Any other condition which the Director may think necessary in the 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

Witness:

1. Signature _____

Name _____ Date _____

Address _____

Witness:

2. Signature _____

Name _____ Date _____

Address _____

3. Signature _____

Name _____ Date _____

Address _____

4. Signature _____

Name _____ Date _____

Designation _____ Designation _____

Address _____

Whiteland Corporation Private Limited

Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Director

Town and country Planning

Haryana, Chandigarh

For and on behalf of Governor of Haryana.