

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

दिल्ली DELHI

N 949008

LS-IV
(See Rule 11)

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

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

BETWEEN

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

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D. A. (HQ)

AND

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

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

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

For Jan Priya Buildestate Pvt. Ltd.

Authorised Signatory

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

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

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

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

i) That the owner/developer shall pay the proportionate External Development Charges at the tentative rate of Rs.213.30 lacs per gross acre for Group Housing Colony of 16.4573 acres and Rs 284.603 lacs per gross acre for Commercial component of 0.0827 acres. These charges shall be, payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana, either in lump-sum within 30 days from the date of grant of license or in Ten equal six monthly installments of 10% each i.e.:

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

b) Balance i.e. 90% in nine equal six monthly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.213.30 lacs per gross acre for Group Housing Colony of 16.4573 acres and Rs 284.603 lacs per gross acre for Commercial component of 0.0827 acres.

ii) The EDC rates are under review and are likely to be finalized soon. There is likelihood of substantial increase in EDC rates in the event of increase in EDC rates, colonizers shall pay the enhanced rates of EDC and interest on the installments, if any, from the date of grant of licence and shall furnish additional bank guarantee, if any, on the enhanced EDC

iii) In case the Colonizer asks for a completion certificate before the payment of EDC, they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

For Jan Priya Buildestate Pvt. Ltd.

Authorized Signatory

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

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- iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of DTCP.
- v) In case the HUDA executing External Development Works completes the same before due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the Colonizer shall be bound to do so.
- vi) Enhanced compensation of land cost if any shall be payable extra as decided by Director General from time to time.
- vii) The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town and Country Planning, will recover the cost from the colonizer and deposit it with HVPN. However, the installation of the internal electricity distribution infrastructure, as per the peak load requirement of the colony, shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installment of 'external electrical services'. i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining occupation/completion certificate for the colony.
- viii) No EDC would be recovered from the economically weaker section(EWS)/ lower income group (LIG) categories of allottees.

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

That the owner/developer shall construct at its own cost or get constructed by any other institution or individual at its own cost, school, hospitals, community centers and other community buildings on the land set apart for this purpose or undertakes to transfer to the Government, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.

No third party right shall be created without obtaining the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. The Colonizer

For Jan Prithvi Buildstate Pvt. Ltd.

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

Authorized Signatory

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(R.K. Singh)
D.A. (HQ)

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

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

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D.A. (HQ)

For Jan Priya Buildstate Pvt. Ltd.

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

Authorised Signatory

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

No third party rights will be created without obtaining the prior permission of the DTCP Haryana Chandigarh.

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

- (g) The owner/developer shall pay Infrastructure Development Charges amounting to ₹ 4,16,26,683/- @ ₹ 625/- per Sq. mts. for Group Housing Colony area measuring 16.4573 acres and ₹ 3,34,687/- @ ₹ 1000/- per Sq. mts. of a Commercial Complex of 0.0827 acres for the Group Housing area in two equal installment. The first installment of the infrastructural development charges will be due within 60 days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license failing which 18% interest will be liable for the delayed period.
- (h) That the owner/developers shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (i) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the lay out and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the lay out and development works in accordance with licence granted
- (j) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner/developer, the rate schedule, terms and conditions hereto
- (k) That the owner/developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at its own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc., to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

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

3. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended

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[Signature]
D. A. (HQ)

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

For Jan Priya Buildstate Pvt. Ltd

[Signature]
Authorized Signatory

up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4. The stamp duty and registration charges on this deed shall be borne by the owner/developer.
5. The expression 'The Owners' herein before used shall include its heirs, legal representatives, and successors and permitted assignees of the 'Owner' and the 'Developer'.
6. After the lay out plans and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may on an application in this behalf from the Owner release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16 or earlier in case the Owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the owner/developer.

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

WITNESSES:

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

For Jan Priya Buildestate Pvt. Ltd

Sunil Srivastava
(Authorised Signatory)

2. Rajeshwar Arora
o/o DGTCPH & Co

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

Town & Country Planning, Haryana, Chandigarh

FOR & on behalf of the Governor of Haryana