



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

This agreement is made on the 2nd day of December, 2007 (Two Thousand Seven) between M/s. Juhi Promoters Pvt. Ltd., and M/s. Garland Estate Pvt. Ltd., having their offices at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 (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 the land mentioned in Annexure hereto for the purpose of converting into Group Housing Residential 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 licence is that the owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for setting up a Group Housing colony at Village Nangli, Sector-62, Tehsil and District Gurgaon.

NOW THIS DEED 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 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, hereby covenants as follows :-

- a) That the owner shall deposit thirty percent of amount realised by him from flat holders from time to time within ten days of its realisation 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 and construction works in the colony.

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b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto:-

i) That the owner shall pay the proportionate External Development charges at the tentative rate of Rs.104.44 lacs per gross acre for Group Housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in eight equal half yearly installments of 12.5% each i.e. -

a) First installment shall be payable within a period of 30 days from the date of grant of licence.

b) Balance 87.5% in Seven equal half yearly installments alongwith interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.104.44 lacs per gross acre for group housing colony.

ii) The EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalised soon. there is likelihood of substantial increase in EDC rates. In the event of increase in EDC rates, the colonizers shall pay the enhanced rates of EDC and interest on the 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 coloniser 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 would carry an interest of 15% 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 as 18% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

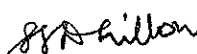
vi) Enhanced compensation of land cost, if any, shall be payable extra as decided by Director from time to time.

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

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

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- c) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- d) That the Owner 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 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.
- e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost schools, hospitals, community centres 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 schools, hospitals, community centres 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.

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

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

- f) 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.
- g) That the Owner shall complete the Internal Development Works within the two years of the grant of the licence.
- 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 the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
- i) That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions given in clause 1(b) of this agreement.
- ii) That the owner shall furnish the layout plan of Group Housing Scheme alongwith 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 within a period of sixty days from the date of grant of licence.
- iii) 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 units, and the area of such a unit shall not be less than 140 sq. feet which will cater to the minimum size of room and alongwith bath, W.C.

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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/- per sq mtrs for group housing area and Rs.1000/- per sqm. for the 0.5% commercial component, in two equal instalments. The 1st installment of the Infrastructure Development Charges would be deposited by the owner within 60 days from the date of grant of licence and the 2nd installment within 6 months from the date of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% (simple) p.a. for the delay in the payment of installments.

j) 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 colony.

k) That the Owner shall permit the Director or any other officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the coloniser 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 without prejudice to anything contained in this agreement all the provisions contained in the Act and the 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 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.

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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 the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence 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 Rule, 1976 as amended upto 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.

5. The expression 'the Owner' hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.

6. After the layout plans and development works or part thereof in respect of the 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 colony is taken in parts, only the part of the 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 unreleased 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 the completion certificate under Rule 16 or earlier in

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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.

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

WITNESSES:

1. Signature [Signature]
Name Kamall Kant Sehgal
Date _____
Address 128- Sehgal Bhawan,
Kitana, Mandi,
Gurgaon - 201001

Signature [Signature]
Name M/s. Juhi Promoters Pvt. Ltd.,
M/s. Garland Estate Pvt. Ltd.,
Date _____
Address of the owner: ECE House,
28, Kasturba Gandhi Marg,
New Delhi-110001

2. Signature [Signature]
Name J.P. Sharma
Date _____
Address 134 E 1 Stn - 16
ROHINI
DELHI - 85

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[Signature]
D.A. (HQ)

1. Signature _____
Name _____
Date _____
Address _____

2. Signature _____
Name _____
Date _____
Address _____

[Signature]
DIRECTOR
TOWN & COUNTRY PLANNING Haryana
HARYANA, CHANDIGARH
For and on behalf of the Governor of
Haryana