



हरियाणा HARYANA

17AA 421832

LC-IV

**AGREEMENT BY THE PROMISEE OF LAND INTENDING TO SET UP A PLOTTED
RESIDENTIAL COLONY**

This agreement is made on this 21st day of August, 2010 (Two Thousand Ten)

BETWEEN

Amit Katyal Director of M/s Krish Buildtech Pvt. Ltd. Collaborator Company on behalf of
the Land Owners as under :-

WITNESSES

D. A. (HQ)

Tejpal, Dal Chand, Chiman Lal, Hari Ram
Satbir Ss/o Ram Phal, Vidhi s/o Gabdu,
Smt Geeta W/o Rajeshwar, Jhahriyamal S/o Bansil Ram,
Rabinder, Behram Singh, Behram Pal S/o Hari Ram
Smt Behramwati D/o Hari Ram, Hari Chand, Hari Kishan s/o Kehar,
Laxak Ram, Suraj, Des Raj, Gaj Raj Ss/o Sultan, Smt Virmati W/o Des Raj,
Smt Virmati, Jagwati, Dharamwati Ds/o Amar Singh,
Vatan Rati Ram Ss/o Khilka
Dharambir, Ranbir Ss/o Amar Singh,

For Krish Buildtech Pvt. Ltd.


Director

D.T.C.P. (HR)

Siriya, Shri Chand, Duli Chand,
 Sahaj Ram, Jay Pal Madanpal Ss/o Bansi,
 Tejpal, Rajpal, Omparkash, Bir Singh Ss/o Pyare Lal
 Smt Rajo, Prem, Bhagwati Ds/o Pyare Lal,
 Jai Parkash, Behram Parkash Ss/o Data Ram,
 Des Raj S/o Sultan, Bhikhan S/o Shanti,
 Jagmali D/o Sultan,
 Rati Ram, Parbhu-Sattan-Rattan Singh, Budhi Ss/o Gabdu
 Sita Ram S/o Murlidhar,
 Kanwar Singh, Raju Ss/o Singa Ram,
 Lakhi Ram s/o Shiv Narayan,
 Dharmbir, Om Parkash, Dhani Ram Uraf Babu Raj Ss/o Hari Singh,
 Chander Pal, Sanjay Ss/o Kanwar Singh,
 Ajit Singh, Rohtash Ss/o Umrav,
 Giri Raj Singh, Gajraj Singh, Hans Raj Ss/o Bhudhan,
 Ram Singh s/o Kundan Singh,
 Dharampal, Ram Pal alias Raj Pal, Ram Kumar Ss/o Chander
 Nepal Singh s/o Chander,
 Sunder Singh, Surender Singh, Jitender Singh,
 Ravinder Singh Ss/o Sukh Pal,
 Ranbir, Jagbir Ss/o Bucha, Lekhi S/o Parshadi,
 Khushi Ram Ss/o Harbansh,
 Sahab Singh S/o Ram Sawarup, Kuldeep S/o Ajit Singh,
 Amit Kumar s/o Ram Chander,
 Vikash, Aakash Ss/o Charan Singh,
 Naresh S/o Mawasi, Vinod Wd/o Mawasi,
 Sher Singh, Jagni, Tej Pal Ss/o Harbansh, Smt Vijindri Wd/o Charni,
 Smt Bimla, Jagresh D/o Khaman, Parveen, Naveen Ss/o Kheman,
 Rajinder, Satbir, Ranbir Ss/o Khani,
 Babu Ram, Om Parkash, Vijinder Ss/o Kharak Singh,
 Smt Prem W/o Kharak Singh,
 Rohtash, Dharambir, Satish Bhagat Singh Ss/o Chandi Ram,
 Shish Pal, Veg Raj Ss/o Charan Singh
 Sube Singh s/o Likhi Ram, Rattan Lal s/o Khushhal,
 Shriya, Shiri Chand, Duli Chand, Sahaz Ram,
 Jai Pal, Madan Lal Ss/o Bansi, Sant Ram s/o Wazira,
 Naresh- Mahesh Karishan Ss/o Sant Ram,
 Ramesh s/o Lekh Ram, Hoshiyari W/o Anant Ram,
 Rakesh Suri s/o Rishi Raj, Sanjeeb S/o Puran,
 Parshadi Lal S/o Cheti Lal, Sunil Kumar S/o Attar Singh,
 Sanjay Sharma S/o P Sharma, Satish S/o Tuli Ram,
 Hari Kishan, Ram Kishan, Vijay Pal, Ram Babu, Shayam Babu Ss/o Gabdu,
 Ram Phal S/o Gabdu, Ram Rikh, Mange Ram Ss/o Gokul,
 Parkash, Mahi Pal, Shri Pal, Ram Pal, Jai Pal Ss/o Suraj Mal,
 Dharambir, Om Parkash, Dharam alias Babu Ss/o Hari Singh,
 Smt Sandhya W/o Shali Vahan, Kumari Shiwa D/o Shali Vahan Pamar,

VETTED

[Signature]

D. A. (HQ)

For Krrish Bulldtech Pvt. Ltd.

[Signature]

Director

D.T.C.P. (MR)

[Signature]

VETTED

Ph...

D. A. (HQ)

Smt Kunti W/o Digamber Sein,
Bhagwan Dass S/o Kaura Ram, Nand Kishore, Pursan Lal Ss/o Asha Nand,
Bikhi Ram- Kushi Ram, Tek Ram Ss/o Bedle,
Dharambir S/o Harbhajan, Sunny Nitin Ss/o Dharam,
Dharam Singh Uref Dharmbir S/o Harbhajan,
Smt Sunita W/o Shahmal,
Pardeep Kumar, Devi Singh Ss/o Nawal Singh, Smt. Kamala Devi,
Santosh, Karishna, Prem Lata Ds/o Nawal Singh, Smt. Taripta, Wd/o Nawal Singh,
Smt Kiran W/o Dharam alias Dharambeer,
Gaj Raj Singh, Hans Raj Singh Ss/o Budhan,
Smt Bhagwati W/o Ram Singh,
M/s Ragal Green Land (P) Ltd, M/s Ornamental Realtors (P) Ltd
M/s Lavkush Builders (P) Ltd, M/s A. B. W. Infrastructure (P) Ltd,
M/s Fori Propbuild (P) Ltd, M/s Fondant Propbuild (P) Ltd,
M/s Serial Buildtech (P) Ltd, M/s Layjaind Buildcon (P) Ltd,
M/s M. K. MS Auto (P) Ltd, M/s Aarnon Builders Developers (P) Ltd,
M/s Aarli Builders Developers (P) Ltd, M/s Tanmay Developers (P) Ltd,
M/s Bela Builders & Developers (P) Ltd, M/s Krina Estate Developers (P) Ltd,
M/s Aalia Estate (P) Ltd,
M/s Jai Kishana Promoters & Builders (P) Ltd,
M/s Legand Buildcon (P) Ltd, M/s Hamoshak Buildwell (P) Ltd,
M/s Tamanye Developers (P) Ltd, M/s B N Promoters (P) Ltd,
M/s Paywing Propbuild (P) Ltd, M/s Himadri Real Estate & Developers (P) Ltd,
M/s Alphanso Builders & Developers (P) Ltd.

Company registered under the Companies Act, 1956 and having its registered office 406, 4th Floor, Elegance Tower, 8 Jasola, Distt. Centre, New Delhi - 25, (hereinafter called the "Owner") 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 in possession of the land mentioned in the Annexure hereto for the purpose of converting into Plotted Residential Colony.

AND WHEREAS under Rule II 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 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 Plotted Residential Colony on the land measuring 151.596 Acres falling in the revenue estate of Village Nangli Umarpur, Ullawas, Maidawas, Kaderpur in Sector- 60, 61, 62, 63 & 65, Gurgaon

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Plotted Residential 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 Rule, 1976 by the Owner, hereby covenants as follows:

For Krrish Buildtech Pvt. Ltd.

[Signature]
Director

[Signature]
D.T.G.P. (HR)

a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from flat holders from time to time with 10 (ten) days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development Works and construction work in the colony.

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

i) That the Owner shall pay proportionate External Development Charges at the tentative rate of Rs. 68.72 Lacs per acre for the plotted area of 145.909 acres & 274.879 Lacs per acres for the commercial component on the land measuring 5.660 acre. These charges shall be payable to that Haryana Urban Development Authority (HUDA) 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 half yearly installment of 10% each i.e.

a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license:

b) Balance 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.

WETTED

[Signature]

D. A. (HQ)

ii) The EDC rates are under review and are likely to be finalized soon. In the event of increase of EDC rates the colonizer shall pay the enhanced amount of External Development Charges and the interest of installments from the date of grant of licence and shall furnish the Additional Bank Guarantee if any, on the enhanced EDC rates.

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.

iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of installment on the due date, an additional penal interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable upto period of three (3) months & additional three (3) months with the permission of Director, Town & Country Planning.

v) In case HUDA executing external development works completes the same before the 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.

For Krrish Buildtech Pvt. Ltd.

[Signature]
Director

[Signature]
D.T.C.P. (HB)

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

vii) The Colonizer will arrange the electric connection from outside sources for electrification of their colony from H.V.P.N. if they fail to provide electric connection from H.V.P.N. the Director Town & Country Planning will recover the cost from the Colonizer and deposit it with H.V.P.N. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, will be required to get the "electrical (distribution) services plan/ estimate" approved from the agency responsible for installation of "external electricity service", i.e. HVPN/UHBNL/DHBNL, Haryana and complete the same before obtaining occupation completion certificate for the colony.

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

a) That these rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owners 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

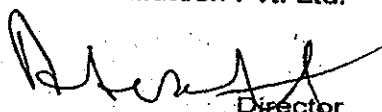
b) That the owners shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under rule- 16 of the Rules unless earlier relieved of this responsibility, when the owners 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.


c) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, school, 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 Government, 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 on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the Director, Town & Country Planning.

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

For Krish Buldtech Pvt. Ltd.

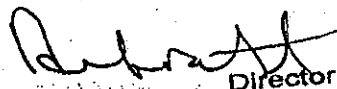

Director

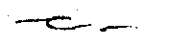

D.T.C.P. (HR)

- d) That the Owner 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 Owners shall complete the internal development works within two years of the grant of license.
- f) That the owner shall deposit infrastructure development charges @ Rs. 500/- per sq. mtr for permissible saleable plotted area and a @ Rs. 1000/- per sq. mtr for commercial area through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner within sixty 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. ~~And the second installment to be deposited within six months from the date of grant of license.~~ The unpaid amount of IDC shall carry and interest of 18% p.a. (simple) for the delay in the payment of installment.
- g) 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.
- h) That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect of the development works in the colony and the owner shall carryout all the direction issued to him for ensuring due compliance of the execution of issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- i) 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.
- j) 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 HSIIDC/HUDA and make their own arrangement for temporary disposal or give the requisite land.
- k) That the Owners undertakes to pay proportionate external development charges (EDC) for the area earmarked for Plotted Colony, as per rate schedule terms and conditions given in clause - 1 (b) of the Agreement.

2 Provided always and it is hereby agreed that should the owners commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act & 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.

For Krishi Buildtech Pvt. Ltd.


Director


D.T.G.P. (HR)

3 Upon cancellation of the licence 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 up to date. The Bank Guarantee in the 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" herein before used/shall includes his heirs, legal representatives, and successors and permitted assignees of the "Owners" and the "Developer".

6 After the layout plan and development works or part thereof in respect of the Plotted Residential Colony or part thereof have 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 Plotted Residential Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Plotted Residential 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 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 Owners.

WETTED
D. H. (HQ)

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

WITNESS

1. Anand P. Sachdev
House No 508/3
Shiv Puri Gurgaon

For Krrish Buildtech Pvt. Ltd.

(AMIT KATYAL) Director
M/s Krrish Buildtech Pvt. Ltd.

2.

WITNESS

1. Anand P. Sachdev
House No 508/3
Shiv Puri Gurgaon

2. Rajbir Singh Dy Supr
Jodh Park Sector 22

Director
Town & Country Planning,
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chandigarh