



हरियाणा HARYANA

29AA 064533

LC-IV

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

THIS AGREEMENT is made on 22nd day of August, 2014.

BETWEEN

(1) M/s Saraswati Kunj Infrastructure Pvt. Ltd., M/s Mega Infraprojects Pvt. Ltd., M/s Merit Marketing Pvt. Ltd., M/s Visual Builders Pvt. Ltd. C/o Countrywide Promoters Private Limited having its registered office at M-11, Middle Circle, Connaught Place, New Delhi-110001 (hereinafter called the "Owner/Developer") acting through its Authorized signatory, Sh. Sandeep Sehgal S/o Shri K.K.Sehgal, of the **ONE PART**.

AND

The **GOVERNOR OF HARYANA**, acting through THE DIRECTOR, TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH (hereinafter referred to as the "DIRECTOR GENERAL") of the **OTHER PART**.


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WHEREAS the Owner/Developer, is well entitled to the land mentioned in Annexure hereto and applied for the purpose of converting into 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/Developer 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 land measuring **12.05 Acres** falling in revenue estate of Village **Kherki Majra**, Sector 102, District Gurgaon, Haryana.

NOW THIS DEED WITNESSTH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/Developer 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/Developer, hereby covenants as follows:
 - a) That the Owner/Developer 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 Owner/Developer towards meeting the cost of Internal Development work and construction works in the colony.
 - b) That the Owner/Developer undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for the Group Housing schemes, as per the rate, schedule, terms and conditions hereto:
 - i) That the Owner/Developer shall pay the proportionate External Development Charges at the tentative rate of Rs. 258.093 lakh per acre for group housing area measuring **11.99** acres of total Group Housing Colony (175 FAR) and tentative rate of Rs 344.3696 lakh per acre for **0.06** acres of Commercial component (150 FAR). These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump sum


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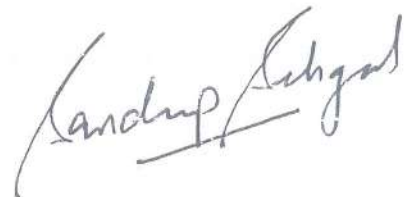


within 30 days from the date of grant of License or in ten equal six monthly installment of 10% each i.e:-

- ii First Installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.
- iii Balance 90% in Nine equated Six monthly installments along with interest at the rate of 12% per annum, which shall be charges on unpaid portion of the amount worked out at the tentative rate of Rs. 258.093 lakh per gross acre on the area measuring **11.99** acres of total Group Housing Colony (175 FAR) and tentative rate of Rs 344.3696 lakh per acre for **0.06 acres** of Commercial component (150 FAR). 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 the Owner shall specify the detail Calculation per Sq.m/ per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- vi. 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 licence and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vii. In case the owner/Developer 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.
- Viii 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)


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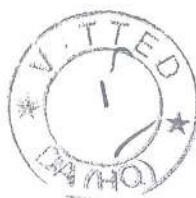




would be chargeable up to a period of three months and additional three months with the permission of DTCP.

- Viii In case the HUDA executes external development work and completes the same before the final payment of EDC, the DTCP shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period i.e four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- ix Enhanced compensation of land cost, if any, shall be payable extra as decided by the Director from time to time.
- c) That the pace of the construction shall be at least in accordance with the sale agreement with the buyers of the flats as and when scheme is launched.
- d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing colony from the HVPNL. If the owner/Developer fails to seek electric connection from Haryana Vidyut Prasaran Nigam Limited., the Director shall recover that cost from the owner/Developer and deposit it 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/Developer, for which the Owner/Developer will be required to get the electrical (distribution services plan/estimates" approved from the agency responsible for installation of "external electrical services i.e., HVPNL / ~~UHBVN~~ / DHBVNL, Haryana and complete the same before obtaining completion certificate for the said Group Housing colony.
- e) No EDC would be recovered from the Economical Weaker Section (EWS)/ Lower Income Group (LIG) categories of allottees.
- f) That the Owner/Developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks and public health services of the said Group Housing Colony for the period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the

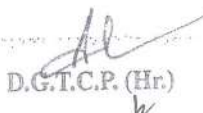

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Owner/Developer shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.

- g) 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 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 licence extendable by the Director for another period of two years, for reason 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 on such terms and conditions as it may lay down.
- h) No third party rights will be created without obtaining the prior permission of the DTCP.
- i) The Owner/Developer shall construct all the community buildings within a period so specified by the Director from the date of grant of licence.
- j) That the Owner/Developer 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.
- k) That the Owner/Developer shall complete the internal development works within four years of the grant of license.
- l) That the Owner/Developer 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.


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- 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 distance between various blocks, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal).
- iii. 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 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 service 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 alongwith bath and Water closet.
- v. That in case of the said Group Housing Colony the Owner/Developer 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/Developer 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/Developer shall deposit Infrastructure Development charges @ Rs.625/- per square meter for the Group Housing Component (175 FAR) and @ Rs.1000/- per square meter for Commercial Component (150 FAR) of the gross area of said Group


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Housing Colony in two equal installments. The first installment of the Infrastructure Development charges shall be deposited by the owner/Developer within sixty days from the date of grant of the license and the second installment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.


- g) That the Owner/Developer 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 Owner/Developer 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 Said Group Housing Colony and the Owner/Developer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.
 - i) That without prejudice to any thing contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the Owner/Developer.
 - j) That the owner/Developer shall give the requisite land for the treatment works (oxidation pond) and for broad irrigation purposes at his 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 if 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 the Owner/Developer.


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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 event shall stand forfeited in favour of the Director.
4. That the Owner/Developer 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 license to enable provision of site within licensed land for Transformers/Switching Station/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
5. That the owner/developer shall abide by the policy dated 08.07.2013/ or any other instruction/policy issued from time to time with regards to allotment of EWS plot and flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
7. The expression "Owner/Developer" herein before used/shall include their heirs, legal representatives, and 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 Owner/Developer, 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 part, only the part of the Bank Guarantee corresponding to the part of the said group housing colony completed 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 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 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.


OWNER

WITNESSES

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2. (SURENDER KUMAR)

SCO-120-22, SECTOR-17C

CHANDIGARH

WITNESSES


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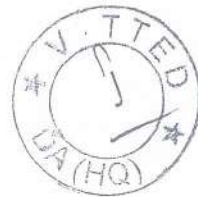
DIRECTOR GENERAL,
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH


2. (KAMAL KUMAR SHARMA)

SCO-120-120

SECTOR-17C, Chandigarh


for Director General
T.C.P. Haryana




Director General
Town and Country Planning,
Haryana, Chandigarh



हरियाणा HARYANA

29AA 064532

FORM LC-IV-A

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

This Agreement is made on 22nd day of August, 2014.

BETWEEN

(1) M/s Saraswati Kunj Infrastructure Pvt. Ltd., M/s Mega Infraprojects Pvt. Ltd., M/s Merit Marketing Pvt. Ltd., M/s Visual Builders Pvt. Ltd. C/o Countrywide Promoters Private Limited having its registered office at M-11, Middle Circle, Connaught Place, New Delhi-110001 (hereinafter called the "OWNER") acting through its Authorized signatory, Sh. Sandeep Sehgal S/o Shri K.K.Sehgal, of the **ONE PART**.

AND

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

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said "RULES") and the conditions laid down therein for grant of licence, the Owner/Developer shall enter into a Bilateral Agreement with the Director General 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 **12.05 Acres** falling in the revenue estate of village at **Village Kherki Majra, Sector 102, District Gurgaon of the 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/Developer 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/Developer, 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/Developer, the Owner/Developer hereunder covenants as follows:-
 - a. That in case of said Group Housing 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 a units 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 building 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 bye-laws and regulations in force in that area and shall conform to the National Building Code (NBC) with regard to the inter-se distances between various block. structural safety, fire safety, sanitary requirement 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/Developer.


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- d. The Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, school, 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 condition as it may lay down.
No third party right shall be created without obtaining the prior permission of the Director, Town and Country Planning, Haryana Chandigarh.
- e. (i) That the Owner/Developer 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 in LC-IV 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 and terms and conditions determined by him along with interest from date of grant of license.
- f. That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @. Rs. NIL per gross acres which is a tentative charges only for construction of a portion of the total community buildings.
- g. That the Owner/Developer shall ensure that the flats/ dwelling units are sold /leased /transferred by him keeping in view the provisions of Haryana Apartments Ownership Act.1983.
- h. That the Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act-1983.


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- i. 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/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling units under the Haryana Apartment Ownership Act-1983.
- j. That the Owner/Developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years ~~from~~ from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, upon which the Owner/Developer 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.
- k. That the Owner/Developer shall deposit 30% amount realized by them 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 Owner/Developer towards meeting the cost of internal development works of the colony.
- l. That the Owner/Developer shall permit the Director or any other officer authorized by them in this behalf to inspect the execution of the development works in the said Group housing colony and the Owner/Developer shall carry out all direction issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with license granted.
- m. That the Owner/Developer shall deposit Infrastructure Development Charges (IDC) @ Rs. 625/- per sq. mtr for Group Housing Component and Rs.1000/- per sq. mtr for Commercial Component of the gross area of said Group Housing Colony in two equal installments. First Installment of the IDC shall be given within 60 days and second installment shall be given within 6 months from the date of grant of license, The unpaid amount of IDC shall carry an interest @18% per annum (simple) for delay in payment of installment.
- n. 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.

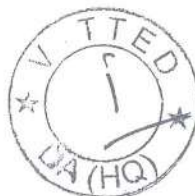
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- o. That the Owner/Developer shall carry out, at his own expenses any other works which the Director may think necessary and reasonable in the interest of the proper development of the said Group Housing Colony.
- p. That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections categories, and the area of such a flat shall not less than 200 sq feet and the maximum price of allotment of EWS flat shall be of Rs. 1,50,000/- per flat i.e Rs. 750/- per Square feet in the 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 economically weaker section categories as defined by the state Government/housing Board, Haryana. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes 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 / draw by the Owner/Developer after giving due publicity and in the presence of the representative of the state Government. The successful applicants will be allotted flats after complying with usual business conditions with regards 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/Developer.
- III. That the Owner while calling the applications for the allotment of the 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.
- lii (a) That the Person/applicant to whom EWS flat 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 applications, even

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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 dependent/or children who do not own any flat/plot in 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 first preference will be given to the BPL families listed in the same Town and followed by those listed in the District and then in the State.
- VI. That complete scheme shall be floated for allotment in one go within four months from issuance of part occupation certificate of EWS flats.
- VII. That the Owners/Developer 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 flats, size etc. The Advertisement should also highlight the other essential requirements, terms and conditions as the envisaged in the policy of Government.
- Vii (a) That the colonizer/owner after scrutinizing the application 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 actions 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.


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VIII. That 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.

IX. That the date of draw of 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 colonizer/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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Sandhya Sehgal

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


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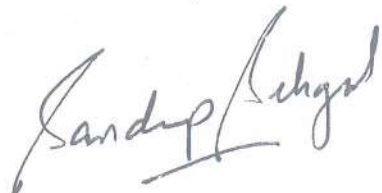




- XI. That owner/Developer will ensure at the time of grant of occupation certificate in case of group housing colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and plots reserved for EWS are also allotted.
- XII. That the allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner consisting of concerned Deputy 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 are eligible for 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/Associations.
- 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.


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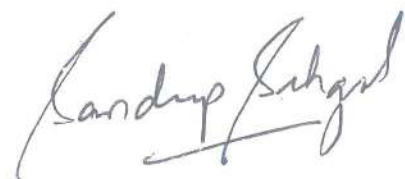
- Q) That the Owner/Developer shall derive maximum net profit @ 15% of the total project cost of development of the above said Group Housing colony after making provisions for statutory taxes. In case the net profit exceeds 15% after completion of the project period surplus amount shall be deposited 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 benefits of the resident therein.

Further the Owner/Developer shall submit the following certificate to the Director within ninety days of the full and final completion of the project form Chartered Accountant that:

- a. The overall net profit (after making provision 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 provide in sub clauses (n) have been allotted at the prescribed subsidized price.
- c. The Owner/Developer 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.
- d. After the layout plans and development works or a part thereof in respect of the said Group Housing Colony have been completed and a completion certificates in respect thereof has been issued, the Director may on application in this behalf from the Owner/Developer 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 part, only the part of the said Group Housing shall 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 form the date of issue of completion certificate under rule 16 or earlier in case the owner/Developer is relieved of the responsibility in this behalf by the government. However, the Bank Guarantee


D.G.T.C.P. (Hr.)
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regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

- e. 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 building 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 the facilities in the layout plan the owners^{Developer} will furnish an additional bank guarantee within thirty days on demand.
2. Provided always and it is hereby agreed that if the Owner/Developer shall 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 or any previous clause of right, the Director may cancel the license granted to the Owner/Developer.
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 this act and rules. The Bank guarantee in that event shall stand forfeited in favor of the Director.
4. That the Owner/Developer 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 license to enable provision of site in licensed land for Transformers/Switching Stations/ Electric Sub Stations as per the 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 the "Owner/Developer" hereinbefore used/shall include their heir's legal representative, successors and permitted assignees.

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




Sanjay Singh

7. That any other condition which the Director may think necessary in public interest can be imposed.
8. That the owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose 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. The Owner/Developer 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. That the owners shall pay labour cess charges as per policy of government 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.

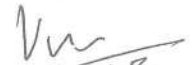

OWNER

WITNESSES

1. 
2. (KAMAL KUMAR SHARMA)
SCO - 120 - 122
Sector - 17C Chandigarh


WITNESSES

1. 
2. (SURENDER KUMAR)
SCO - 120 - 22
SECTOR - 17C, CHANDIGARH


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CND

DIRECTOR GENERAL,
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH




Director General
Town and Country Planning,
Haryana, Chandigarh