#### FORM LC -V (See Rule 12) HARYANA GOVERNMENT TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 65

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rule 1976, made there under to Prake Construction Pvt. Ltd. and Admire Estate Pvt. Ltd. in collaboration with Praise Construction Pvt. Ltd.34/C-8, Sector-8, Rohini, New Delhi for setting up of Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land measuring 11.0125 acres in the revenue estate of village Mandiya Kalan, Sector-22, District Rewari.

- The particulars of the land, wherein the aforesaid affordable residential plotted colony is to be set up, are given in the Schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
- The Licence is granted subject to the following conditions:
  - (i) That the affordable residential plotted colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
  - (ii) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
  - (iii) That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975
  - (iv) That you shall integrate the services with Haryana Sehri Vikas Pradhikaran services as and when made available.
  - (V) That you have read and understand the contents of Affordable Plotted Housing Policy Deen Dayal Jan Awas Yojna-2016 and you shall abide by the terms and conditions of this policy are letter and spirit.

That you shall transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to workout the requirement of community infrastructure at sector level and accordingly make provisions. The said area will be earmarked distinctly on the layout plan to be approved alongwith the license.

That you understand that the development/construction cost of 24 rn/18 m major internal roads is not included in the EDC rates and shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.

That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.

Director

(vi)

(vii)

(viii)

Town & Country Planning A. Haryana, Chandigarh

- (ix) That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Sehri Víkas Pradhikaran.
- (x) That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Land Act, 1900 and any other clearance required under any other law.
- (xi) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- (xii) That you shall use only LED fitting for internal lighting as well as campus lighting.
- (xiii) That you shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months 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.
- (xiv) That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of non inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per sqm/per sft to the allottees while raising such demand from the plot owners.
- (xv) That you shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- (xvi) That you shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.
- (xvii) That the licence shall be valid initially for five years, which will be renewable further upto two years in accordance to the provision of Act No. 8 of 1975. Since, no further renewal will be allowed thereafter, hence, the project necessarily will have to be completed within a period of 7 years from the date of grant of licence, after getting the licence renewed, as per clause 1(ii) of the policy notified on 01.04.2016.
- (xviii) That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
- (xix) That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- (xx) That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
- (xxi) That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.

- (xxii) That the licensee shall obey all the directions/restrictions imposed by the Department from time to time in public interest.
- 3. That the 50% saleable area in the layout plan, to be issued alongwith the license alongwith revenue detail, which is to be freezed as per clause 5(i) of the policy dated 01.04.2016. The area so freezed shall be allowed to sell only after completion of all Internal Development Works in the colony.
- 4. The licence is valid up to  $\frac{17/9/2023}{}$ .

I

Dated: The  $\frac{18/09/2018}{\text{Chandigarh}}$ .

(K. Makrand Pandurang, I.A.S.)
Director, Town & Country Planning
Haryana, Chandigarh
Email: <a href="mailto:tcpharyana7@gmail.com">tcpharyana7@gmail.com</a>

Endst. No. LC-3302-JE(BR)-2018/ 27192

Dated: 20 - 09 - 2018

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

- Prake Construction Pvt. Ltd. & Admire Estate Pvt. Ltd. in collaboration with Praise Construction Pvt., 34/C-8, Sector-8, Rohini, New Delhi alongwith a copy of agreement, LC-IV B, Bilateral agreement & layout plan.
- 2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
- 3. Chief Administrator, HSVP, Panchkula.
- 4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
- 5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
- 6. Joint Director, Environment Haryana Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
- 7. Addl. Director Urban Estates, Haryana, Panchkula.
- 8. Administrator, HSVP, Gurugram.
- 9. Chief Engineer, HSVP, Panchkula.
- 10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
- 11. Land Acquisition Officer, Gurugram.
- 12. Senior Town Planner, Gurugram alongwith layout plan.
- 13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
- 14. District Town Planner, Rewari along with a copy of agreement and layout plan.
- 15. Chief Accounts Officer O/o DTCP, Haryana, Chandigarh along with a copy of agreement.
- 16. Nodal Officer (Website) to update the status on the website.

(Hitesh Sharma)

District Town Planner (HQ)
For Director, Town & Country Planning

Haryana Chandigarh

# <u>Detail of land owned by Praise Construction Pvt. Ltd Village Mandiya-Kalan, District Rewari.</u>

Village	Rect No	Killa No	Area (K-M)
Mandiya-Kalan	17	18/2/2	1-6
		19/1	8-0
		20/2/2	6-9
		22	8-0
		23/1/1	0-8
	19	2/1/2	3-7
	17	20/3/2	0-3
		21/2	7-1
	19	2/1/1	1-0
	17	19/2	0-0
		20/1	0-9
		11	8-0
		Total	44-3

## <u>Detail of land owned by Admire Estate Pvt. Ltd Village Mandiya-Kalan, District Rewari.</u>

Village	Rect No	Killa No	Area (K-M)
Mandiya-Kalan	16	13	8-0
		18/1	7-7
		18/2	1-18
		17/2	0-13
		24/1	3-13
	17	20/2/1	0-18
	16	16/2	7-0
		17/1	7-7
		25	5-15
	17	20/3/1	0-1
		21/1	0-19
	16	16/1	0-8
		Total	43-19
		Grand Total	88-2 OR 11.0125 Acres

M

Director, Town & Country Planning



उत्तर प्रदेश UTTAR PRADESH

30AD 969642

LC-IV-B Attached



For Praise Construction Pvt. Ltd.

Auth. Signatory

### FORM LC-IVB

(See Rule 11)

Bilateral Agreement by owner of land intending to set up Affordable plotted colony under Deen dayal Jan Awas Yojna - 2016

18th day of Sept. 2018.

This Agreement is made on this 44th day of February 2018 between M/s. Praise Construction Pvt. Ltd., having their office at C-8/34, Sector-8, Rohini, New Delhi – 110 085, through its Authorised Signatory Sh. Rakesh Sharma (hereinafter called the "Owner" of the one part and the Governor of Haryana acting through the Director General, Town & Juntry 82 Parties Planning, Haryana (hereinafter referred to as the "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 licence finally granted for setting up of a residential plotted colony on the land measuring 12:0125 acres falling in the revenue estate of village Mandiya Kalan, Sector - 22, Rewari, Distt. Rewari.

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 licnece to the owner to set up the said colony on the land mentioned in the annexure hereto on the fulfillment of the conditions of this Bilateral Agreement, the owner, his partners, legal representatives, authorized agents, assignees, executers etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him.
- 2. That the owner would be free to sell the residential as well as commercial plots of the colony this open market.
- 3. That the owner shall submit the list of allottee(s) to the Director twice a year.
- 4. That the record of such allotment shall be open for inspection by the State Government.
- 5. 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

For Praise Construction Pvt. Ltd.

owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

- 6. 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 the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- 7. The colonizer will transfer 10% area of the Licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work-out the requirement of a community infrastructure at Sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area. Further, the cost of the area so transferred shall not be recovered from the allottees in any case.
- 8. 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 relived of this responsibility, at 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.
- 9. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within 10 days of its realization in a separate account to b 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.
- 10. That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout plans and development works in accordance with licence granted.
- 11. 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.

TED \*

IPO A

For Praise Construction Pvt. Ltd.

Auth. Signatory

D.T.C.P. (Hr.

- 12. That the Bank Guarantee of the Internal Development Works has been furnished on the interim rates for development works and construction of the community building. The owner will submit the additional Bank Guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan (this clause will not be applicable in case, the 15% of salable area is mortgaged in account of the said Bank Guarantee).
- 13. That the owner shall abide by all the terms and conditions of the policy for affordable residential plotted colony under Deen Dayal Jan Awas Yojna - 2016.
- 14. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same owner shall be permitted.
- 15. That you shall complete the project within seven years (5+2 years) from the date of grant of license as per clause 1(ii) of the policy notified on 01/04/2016.
- 16. That any other condition which the Director may think necessary in 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.

For Praise Construction Whe Ltd.

For Admire .

Auth. Signatory

Director

Aut Town & Country Planning

Haryana, Chandigarh

For & on behalf of the governor of Haryana

RAMESM ARORA B-438 Kendrige vile, sector-51 NOIDA (U.P.)

Director Town & Country Planning Haryana, Chandigath



उत्तर प्रदेश UTTAR PRADESH

30AD 969643

LC-IV Attached

For Admire Estates Tet Lid For Praise Construction Pvt. Ltd.

Auch Silvarors

Auth. Signatory

D.T.C.P. (Hr.

## FORM LC-IV

(See Rule 11)

Agreement by owner of land intending to set up a colony

18th day & Sept. 2018

This Agreement is made on this 14the day of February 2018 between M/s. Praise Construction Pvt. Ltd., having their office at C-8/34, Sector-8, Rohini, New Delhi – 110 085 through its Authorised Signatory Sh. Rakesh Sharma (hereinafter called the "Owner" of the one part and the Governor of Haryana acting through the Director General, Town & 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/Commercial/Industrial Colony.

And whereas under rule 11, of the condition for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Manaiya Kalan, Sector-22, Rewari, Distt. Rewari.

#### NOW THIS DEED WITNESSETH AS FOLLOWS:

- In consideration of the director agreeing to grant licence 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 by the owner the owner hereby convents as follows:-
- a) That the owner shall 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 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 of local authority, as the case may be.
- b) That the owner shall deposit thirty percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
- c) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout plans and development works in accordance with licence granted.

Contd..2

For Praise Construction Pvt. Ltd.

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

Pont

Rollen Sna Auth, Signatory

TED \* DAY

- d) That the owner shall pay proportionate development charges as and when required and as determined by the Director in respect of external development charges.
- e) 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.
- Provided always and it is hereby agreed that if the owner shall commit any breach of
  the terms and conditions of this agreement or violate any provision of the act or
  these rules, then and in any such case, and notwithstanding the waiver of any
  previous cause or right, the Director, may cancel the licence granted to him.
- 3. Upon cancellation of the licence under clause 2 above, the Director may take-over the aforesaid colony and take further action as per section 8 (2) of the Haryana Development and Regulation of Urban Areas Act, 1975. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4. The stamp and registration charges on this deed shall be borne by the owner.
- The expression that "owner" herein before, used shall include his hirers, legal representatives, successor and permitted assigns.
- 6. After the layout and development works completed and a completion certificate in respect thereof issued the Director may on an application in this behalf from the owner demortgage the 15% salable areas, mortgaged on account of the BG required to be deposited against the cost of Internal Development works. However, before demortgage of the said area, the owner has to submit bank guarantee equivalent to 1/5 of the Bank Guarantee required to be deposited as per rule 11 (a) of Rules 1976 to ensure upkeep and maintenance of the colony for a period of five years from the date of issuance of the completion certificate under Rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

OR

After the layout and development works completed and a completion certificate in respect thereof issued, the director may on an application in this behalf from the owner against the release the Bank Guarantee equivalent to 1/5 amount thereof shall be kept un realized 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

D.T.C.P. (Hr.

For Admire Lawy

For Praise Construction Pvt. Ltd.

the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

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

For Praise Construction Red Wher

N.D.

Director

Town & Country Planning Haryana, Chandigarh

For & on behalf of the governor of Haryana

PAMESU AROPA

13-43-8 Handriger

NOIZACU.P.)

Town & Country Planning Haryana, Chandigarh O