



हरियाणा HARYANA

H 173564

LC - IV

AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP A COLONY

This AGREEMENT is made 22nd day of July, 2011


BETWEEN

M/s Shivnandan Buildtech Pvt. Ltd., a company duly incorporated under Companies Act, 1956 and having its corporate office at MDLR Group, SCO-2,3,4, Old Judicial Complex, Jharsa Road, Gurgaon represented herein by its Authrised signatory Sh Nand Lal Arora S/o Late Sh. Topan Dass Arora R/o House No.3187, Sector-46, Gurgaon (hereinafter referred to as the **FIRST PART**)

AND

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "**Director**") of the **OTHER PART**.

For Shivnandan Buildtech Pvt. Ltd.


Director/Auth. Signatory

WHEREAS the owner are in possession of the land mentioned in Annexures here to and applied for the purpose of converting and developing it into Group Housing Residential Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Area 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 Group Housing Colony on the land admeasuring 12.031 Acres falling in the revenue estate of Village Chauma in Sector-99, Gurgaon (Haryana) Gurgaon, Menasar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS

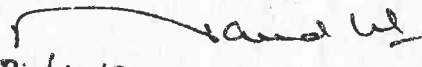
- I. In consideration of the director agreeing to grant license to the Owner to set up the said group housing colony on the land mentioned in Annexure hereto on the fulfilment of all conditions laid down in Rule 1976 by the Owner hereby covenant as follows:
 - a. That the Owner shall deposit 30% amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts 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 work in the Group housing Colony.
 - b. That the Owner undertake to pay proportional external development charges (EDC) 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. 213.30 Laes 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 lump- sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10% each i.e.
 - a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 60 days from the date of grant of license.
 - b) Balance 90% in nine equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount.

For Shivan-lan B...

Director/ Auth. S.B. 8121

- ii. In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire EDC and only thereafter the grant of completion certificate would be considered.
 - iii. 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 interest of 3% per annum (making the total payable interest 15% (simple) per annum) would be chargeable up to a period of three months and additional three months with the permission of Director.
 - iv. In case the 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 so.
 - v. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
 - vi. The colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director General, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPN/UH BVNL/DH BVNL, Haryana and complete the same before obtaining completion certificate for the colony.
 - vii. No EDC would be recovered from the EWS/LIG categories of allottees.
- c. 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 relieved of this responsibility, 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.

For Shivanandan Building


Director/Audh. Signatures


- d. That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost School, hospitals community centre and other community building 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 school, hospitals community centre and other community building in which case the Govt. shall be the local Authority on such terms and conditions as it may lay down.

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

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

- e. That the Owner shall be individually as well jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- f. That the Owner shall complete the internal Development Works within two year of the grant of license.
- g. That the owner under take to pay proportionate External Development Charges (EDC) for the area 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 and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when nursery and the Owner 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.
- ii. That all buildings to be constructed shall be with the approval of the Director and shall in addition to provision of zoning plan of site conform to the building bye-law and regulation in force in the area and shall in addition be governed by the national Building Code (NBC) with regard to light and ventilation structural safety sanitary requirements and circulation (vertical and horizontal) standards.
- iii. That the owner shall furnish the layout plan of Group Housing Scheme along with the service plan detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development work (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 license.

For Shivnandan Builders Pvt. Ltd.


Director/Auth. Signature

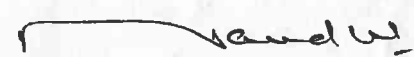
- iv. That the Group Housing adequate accommodation shall be provide for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and WC.
- v. That in case of Group Housing the Owner shall deposit 30% amount realized by them from flat holders from time to time within 10 days of its realization in a separate accounts 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 work and construction work 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 by the owner. The Owner shall at their own cost construct the primary-cum-nursery school, community building/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer, to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community buildings/dispensary and first aid centre in which case the Government shall be at liberty to transfer such land to any person or institution including a local Authority on such terms and conditions as it may lay down.

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

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

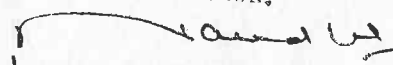
- h. That the Owner shall deposit Infrastructure development charges @ Rs.625/- per Sq. mtr. for group housing area measuring 12.031 acres and @Rs.1000/- per sq. mtr. For the 0.5% commercial component measuring 0.06 acres for the total area of the colony. The first installment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second installment within six month from the date grant of the license.
- i. 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 the proper development of the colony.

For Shivanand Singh


Director/ Auth. Secretary

- j. That the Owner shall permit the Director or any other officer authorized by them in this behalf to inspect the execution of the layout and the development works in the plotted/ group housing colony and the colonizer 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 license granted.
- k. That without prejudice to anything contained in this Agreement all the provisions contained in the Act and Rules shall be binding on the owners.
- l. That the owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at the own cost till completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.
2. Provided always 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 rules then and in any such case and notwithstanding the waiver of any previous clause or right the director may cancel the license granted to him.
3. Upon cancellation of the license 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 Rules 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the owner.
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 group housing colony or part thereof have been completed and completion certificate in respect thereof has been issued, the director may on an application in this behalf from the owners, release the Bank Guarantee or part thereof, as the case may be, Provided that, if the completion of Group Housing Colony is taken in parts, only the part of the bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the Bank Guarantee equivalent to the fifth amount shall be kept unreleased to ensure upkeep and maintenance of the group Housing Colony or the part thereof, as the case may be for the period of five years from the date of issue of completion certificate under rule 16 or earlier in the case the owner is relieved of the responsibilities in this behalf by the government: However, the Bank Guarantee regarding the External Charges shall be released by the Director in proportion to the Development of the External Development Charges received from the Owners.

For Shivnandan Builders Pvt. Ltd.


Director/ Auth. Signatory

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

For SHIVNANDAN BUILDTECH PVT. LTD.

For Shivnandan Buildtech Pvt. Ltd.

Director / 
~~Director / Authorised Signatory~~

WITNESSES