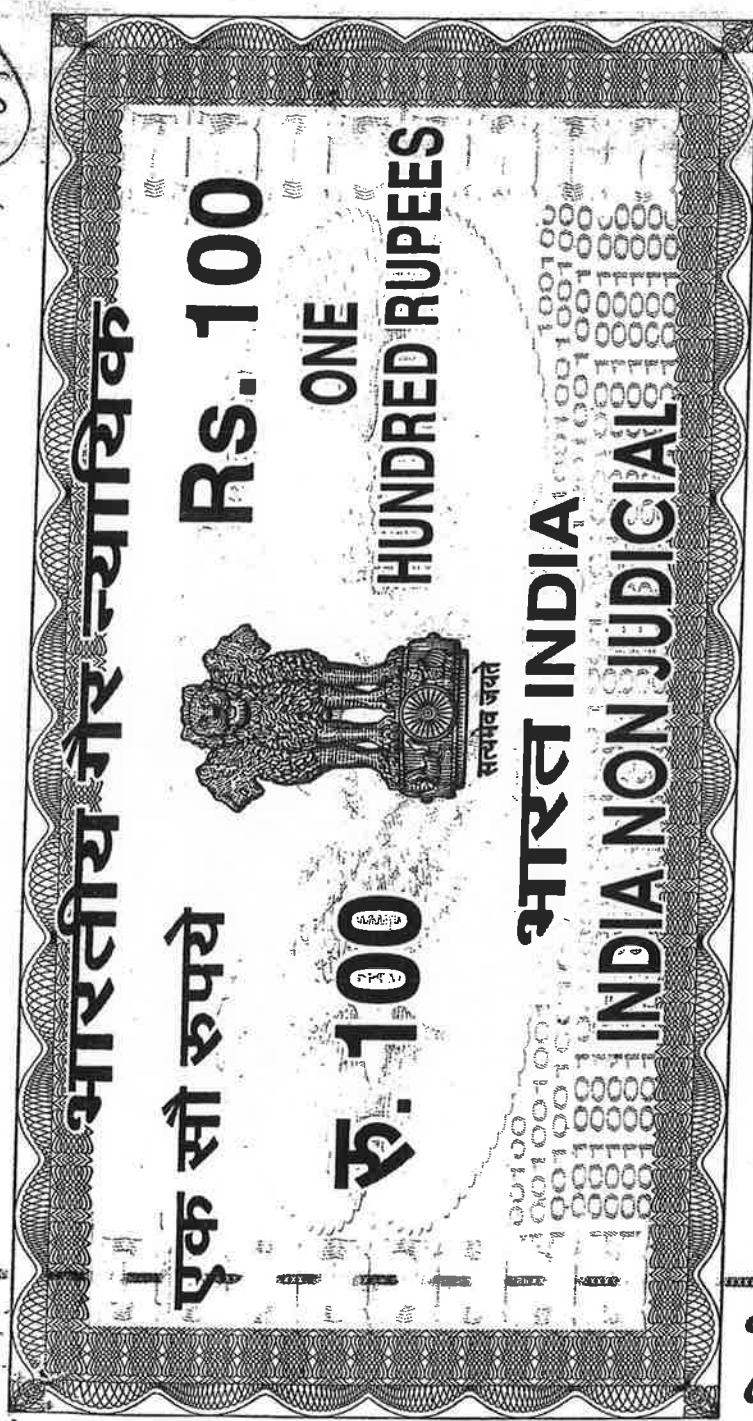


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दिल्ली DELHI

FORM LC-IV

A 199831

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY.

This AGREEMENT made on this 8th day of May between 1). S/Shri Sant Ram S/o. Aasa, Satbir, Gopal Singh Ss/o. Hari Singh; 2). Rameshwar S/o. Lachhman; 3). Richhpal, Raj Singh Ss/o Bhim Singh; 4). Azad Singh S/o. Dhan Singh, Rattan Singh, Napha Singh Ss/o Chandgi; 5). Mohinder Singh, Chand Ram Ss/o. Sardara, Naresh Kumar, Subash Ss/o. Dharam Singh; 6). Krishan Kumar S/o. Ved Singh; 7). Sudarshan Kumar S/o. Kehar Singh; 8). Rajinder S/o. Kehar Singh; 9). Mohinder Singh, Ramesh Chand Ss/o. Kehar Singh; 10). Mir Singh S/o. Gulzari; 11). Nepha Singh S/o. Chandgi Ram, Azad Singh S/o. Dhan Singh, Rattan Singh S/o Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o. Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj, Rajbir S/o Bhim Singh; 12). Rattan Singh S/o. Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj; 13). Ajit Singh S/o Ram Mehar, Bhranjit, Rajbir Singh Ss/o Ram Mehar, Rajbir Singh S/o. Bhim Singh, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Smt. Parkasho W/o. Beg Raj, Vikash - Mohit S/o. Beg Raj, Chand Kaur D/o. Beg Raj; 13-A). Raghbir Singh, Mai Chand Ss/o. Zila Singh, Smt. Dhanpati D/o. Zile Singh, Bhim Singh S/o Shish Ram, Smt. Parkasho W/o. Beg Raj, Vikash, Mohit Ss/o. Beg Raj, Smt. Chand Kaur D/o Beg Raj; 14). Smt.

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[Signature]

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Sangita W/o. Anil; 15).Chander Kiran, Ravi Kiran Ss/o Sukhdev Raj; 16).Azad Singh S/o. Dhan Singh, Naphe Singh S/o Chandgi, Ravinder S/o. Bal Singh; 18).Rajesh S/o. Mahabir;19).Hawa Singh, Satbir Singh, Satpal Singh, Sumer Singh Ss/o.Karna; 20).Smt. Kalawati W/o. Rai Singh, Krishan S/o Rai Singh, Smt. Saroj D/o. Rai Singh, Mohinder, Rajpal Singh, Jagdish, Omparkash Ss/o.Manglu, Ravinder S/o. Bal Singh, Smt. Barfi W/o. Bal Singh; 21).Smt. Barfi Devi W/o Bal Singh, Ravinder Singh S/o. Bal Singh; 22).Smt. Barfi Devi W/o. Bal Singh; 23).Ranbir Singh S/o. Bhim Singh; 24).Raghbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Ranbir Singh S/o. Bhim Singh; 25).Raghbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Smt. Parkasho Wd/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Smt. Chand Kaur, D/o. Beg Raj, Ranbir S/o Bhim Singh; 26).M/s Max Switch Gears (P) Ltd; 27).Jaipal S/o Mool Chand; 28).Smt. Sangita W/o Anil, Vikram S/o Jaipal, Ravi Kiran, Chand Kiran Ss/o. Sukhdev; 29). Vikram S/o. Jaipal; 30).Smt. Sangita W/o Anil; 31).Smt. Lado W/o. Prithvi Singh, Smt. Parwati, Saraswati, Murti Ds/o Prithvi, Satparkash, Om Parkash Ss/o.Prithvi Singh, Smt. Darshana D/o Ram Pat, Deepak, Pawan Kumar Ss/o Ram Pal, Smt. Inderwati Wd/o Behram, Devi Ram, Rajinder, Vijay, Ashok Ss/o Behram, Smt. Prem Lata, Meena Ds/o Behram, Bharat Ram, S/o. Ramji Dass, Smt. Dhanpati D/o Ramji Dass, Tilak Raj S/o Ram Bhaj, Smt. Inderwati D/o Ramji Dass, Smt. Kanta Wd/o Nathu Ram, Raj Kamal S/o Nathu Ram, Ram Parkash S/o Janki Dass; 32).Ravinder S/o Bal Singh all resident of Village Raipur and Kamaspur, Tehsil and District Sonapat, Haryana through their attorney Shri Pradeep Jain son of Shri S.P. Jain resident of 10, Babar Lane, Bengali Market, New Delhi - 110001 (hereinafter called the "Owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the 'Director') of the other part.

WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into residential colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of Licence is that the Owner shall enter into an agreement

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[Signature]
D.T.C.P.
Mr. CHD.
[Signature]

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for carrying out and completion of development works in accordance with the Licence finally granted for setting up of a residential colony on the land measuring 84.155 acres falling in Revenue estate of Village Raipur and Kamaspur Tehsil and District Sonapat, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant licence to the Owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby ~~comments~~ as follows:-

(a) That the Owner shall deposit thirty per cent of the amount realized by him from plot holders, from time to time, within 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 cost of Internal Development Works in the colony.

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

i) That Owner shall pay the proportionate External Development Charges at the tentative rate of Rs.19.98 lac per gross acre for plotted area measuring 80.815 acres and at tentative rate of Rs.86.31 lac per acre for commercial area measuring 3.30 acres. 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 Licence or in eight equal six monthly instalments of 12.5% each i.e.:

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

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S. D. Sharma

D.T.C.P.
No. 944.

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b) Balance 87.5% in seven equal six monthly instalments alongwith interest at the rate of 15% per annum, which shall be charged on unpaid portion of the amount.

ii) The E.D.C. rates are under review and are likely to be finalized soon. In the event of increase in E.D.C. rates, the colonizer shall pay the enhanced amount of E.D.C. and the interest on instalments 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 EDC and only thereafter the grant of completion certificate would be considered.

iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in the payment of instalments on the due date an additional interest of 3% per annum (making the total payable interest 18% (simple) per annum) would be chargeable.

v) 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 coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

- 4 -

S. C. Chaudhary

S. T. Chaudhary
D.T.C.P.
H. C. Chaudhary

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vii) The coloniser will arrange the electric connection from outside source for electrification of his 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 that cost from the coloniser and deposit it with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the coloniser, for which the coloniser 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/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.

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

c) That the rates, schedule and terms & conditions of External Development Charges may be revised by the Director during the period of Licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director along with interest from the date of grant of Licence.

d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.

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S. D. Sharma
D.T.C.P.
Hr. CHD.

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e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers 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, the land set apart for schools, hospitals, community centers and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

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

All the community buildings will be got constructed by the coloniser within time period so specified by the Director.

(f) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.

(g) That the Owner shall complete the Internal Development Works within the two years of the grant of Licence.

(h) That the Owner shall deposit service charges @ Rs.10/- per square meter of the total gross area of the colony and flatted area of commercial components in two equal instalments. The first instalment of the service charges would be deposited by the Owner within sixty days from the date of grant of Licence and the second installment to be deposited within six months from the date of grant of Licence failing which 18% interest will be liable.

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[Signature]

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D.T.C.P.

H. SUD.

(1) 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.

(j) That the Owner 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 colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plan and the development works in accordance with the Licence granted.

(k) 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.

(l) That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

2. Provided always and it is hereby agreed that if 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 Licence granted to him.

3. Upon cancellation of the Licence under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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Scree

S. K. Sharma

D.T.C.F.
M. CHD.

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- 4. The stamp duty and registration charges on this deed shall be borne by the Owner.
- 5. The expression the "Owner" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
- 6. After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof 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 colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rule 16 or earlier in 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 External Development Charges received from the owner.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES:

1. *P. Pradeep Jain*
S-130, G.K. II
N. Delhi.

Owner

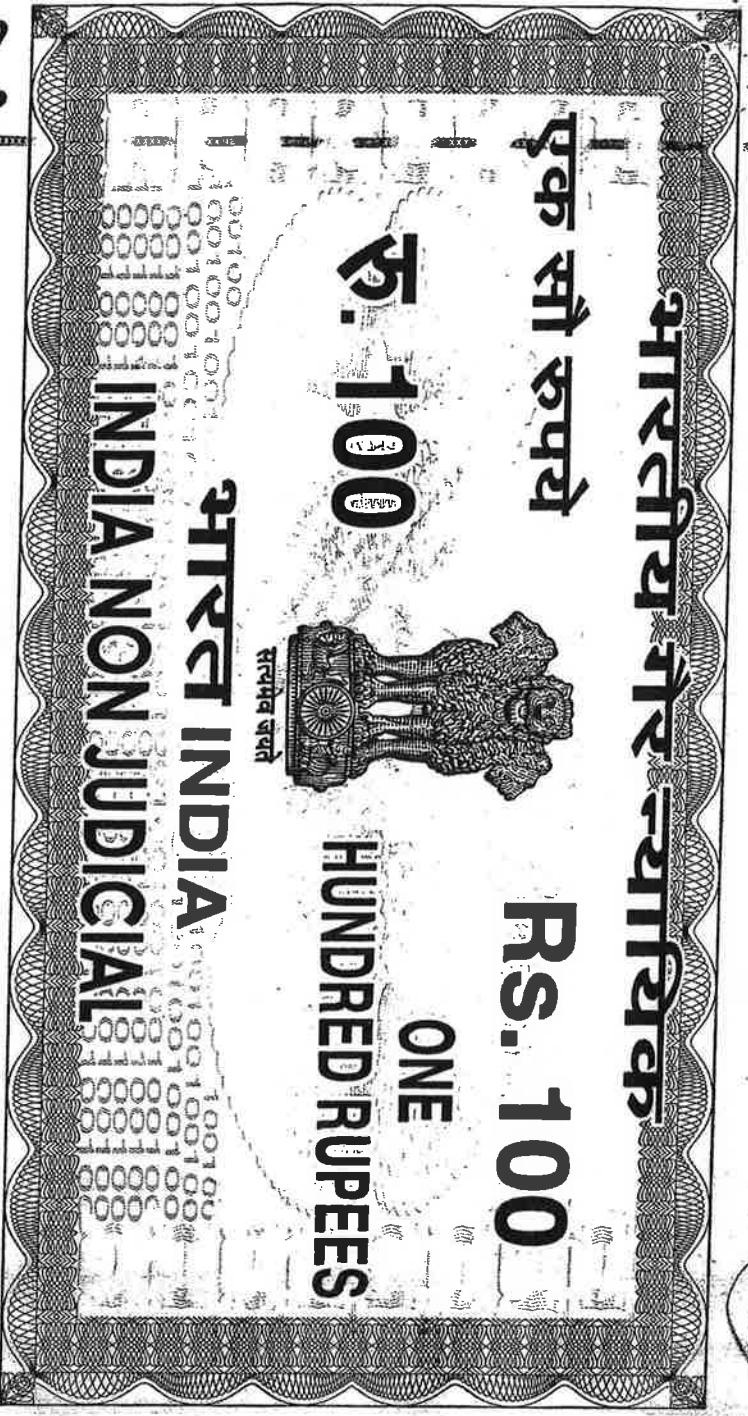
P. Pradeep Jain
(Pradeep Jain)
Attorney

WITNESSES:

1. *Manoj Chandra*
Asstt
to D.P.C. P. Hridal

S. D. Sharma
Director,
Town and Country Planning
Haryana Chandigarh.

8526



दिल्ली DELHI

FORM LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY.

A 199831

This AGREEMENT made on this 2th day of May between 1) S/Shri Sant

Ram S/o. Aasa, Satbir, Gopal Singh Ss/o. Hari Singh; 2) Rameshwar S/o. Lachhman; 3) Richhpal, Raj Singh Ss/o Bhim Singh; 4) Azad Singh S/o. Dhan Singh, Rattan Singh, Nepha Singh Ss/o Chandgi; 5) Mohinder Singh, Chand Ram Ss/o. Sardara, Naresh Kumar, Subash Ss/o. Dharam Singh; 6) Krishan Kumar S/o. Ved Singh; 7) Sudarshan Kumar S/o. Kehar Singh; 8) Rajinder S/o. Kehar Singh; 9) Mohinder Singh, Ramesh Chand Ss/o. Kehar Singh; 10) Mir Singh S/o. Gulzari; 11) Nepha Singh S/o. Chandgi Ram, Azad Singh S/o. Dhan Singh, Rattan Singh S/o Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o. Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj, Rajbir S/o Bhim Singh; 12) Rattan Singh S/o. Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj; 13) Ajit Singh S/o Ram Mehar, Bhramjit, Rajbir Singh Ss/o Ram Mehar, Rajbir Singh S/o. Bhim Singh, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Smt. Parkasho W/o. Beg Raj, Vikash - Mohit S/o. Beg Raj, Chand Kaur D/o. Beg Raj; 13-A) Raghbir Singh, Mai Chand Ss/o. Zila Singh, Smt. Dhanpati D/o. Zile Singh, Bhim Singh S/o Shish Ram, Smt. Parkasho W/o. Beg Raj, Vikash, Mohit Ss/o. Beg Raj, Smt. Chand Kaur D/o Beg Raj; 14) Smt.

(Signature)

(20)

Sangita W/o. Anil; 15).Chander Kiran, Ravi Kiran Ss/o Sukhdev Raj; 16).Azad Singh S/o. Dhan Singh, Naphe Singh S/o Chandgi, Ravinder S/o. Bal Singh; 18).Rajesh S/o. Mahabir;19).Hawa Singh, Satbir Singh, Satpal Singh, Sumer Singh Ss/o.Karna; 20).Smt. Kalawati W/o. Rai Singh, Krishan S/o Rai Singh, Smt. Saroj D/o. Rai Singh, Mohinder, Rajpal Singh, Jagdish, Omparkash Ss/o.Manglu, Ravinder S/o. Bal Singh, Smt. Barfi W/o. Bal Singh; 21).Smt. Barfi Devi W/o Bal Singh, Ravinder Singh S/o. Bal Singh; 22).Smt. Barfi Devi W/o. Bal Singh; 23).Ranbir Singh S/o. Bhim Singh; 24).Ragbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Ranbir Singh S/o. Bhim Singh; 25).Ragbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Smt. Parkasho Wd/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Smt. Chand Kaur, D/o. Beg Raj, Ranbir S/o Bhim Singh; 26).M/s Max Switch Gears (P) Ltd; 27).Jaipal S/o Mool Chand; 28).Smt. Sangita W/o Anil, Vikram S/o Jaipal, Ravi Kiran, Chand Kiran Ss/o. Sukhdev; 29). Vikram S/o. Jaipal; 30).Smt. Sangita W/o Anil; 31).Smt. Lado W/o. Prithvi Singh, Smt. Parwati, Saraswati, Murti Ds/o Prithvi, Satparkash, Om Parkash Ss/o.Prithvi Singh, Smt. Darshana D/o Ram Pat, Deepak, Pawan Kumar Ss/o Ram Pal, Smt. Inderwati Wd/o Behram, Devi Ram, Rajinder, Vijay, Ashok Ss/o Behram, Smt. Prem Lata, Meena Ds/o Behram, Bharat Ram, S/o. Ramji Dass, Smt. Dhanpati D/o Ramji Dass, Tilak Raj S/o Ram Bhaj, Smt. Inderwati D/o Ramji Dass, Smt. Kanta Wd/o Nathu Ram, Raj Kamal S/o Nathu Ram, Ram Parkash S/o Janki Dass; 32).Ravinder S/o Bal Singh all resident of Village Raipur and Kamaspur, Tehsil and District Sonapat, Haryana through their attorney Shri Pradeep Jain son of Shri S.P. Jain resident of 10, Babar Lane, Bengali Market, New Delhi - 110001 (hereinafter called the "Owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into residential colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of Licence is that the Owner shall enter into an agreement

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P.T.C.P.

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CHP.

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for carrying out and completion of development works in accordance with the Licence finally granted for setting up of a residential colony on the land measuring 84.155 acres falling in Revenue estate of Village Raipur and Kamaspur Tehsil and District Sonapat, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant licence to the Owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby ~~consents~~ as follows:-

(a) That the Owner shall deposit thirty per cent of the amount realized by him from plot holders, from time to time, within 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 cost of Internal Development Works in the colony.

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

i) That Owner shall pay the proportionate External Development Charges at the tentative rate of Rs.19.98 lac per gross acre for plotted area measuring 80.815 acres and at tentative rate of Rs.86.31 lac per acre for commercial area measuring 3.30 acres. 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 Licence or in eight equal six monthly instalments of 12.5% each i.e.:

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

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D.T.C.P.
N.G.H.D.

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b) Balance 87.5% in seven equal six monthly instalments alongwith interest at the rate of 15% per annum, which shall be charged on unpaid portion of the amount.

ii) The E.D.C. rates are under review and are likely to be finalized soon. In the event of increase in E.D.C. rates, the colonizer shall pay the enhanced amount of E.D.C. and the interest on instalments 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 EDC and only thereafter the grant of completion certificate would be considered.

iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in the payment of installments on the due date an additional interest of 3% per annum (making the total payable interest 18% (simple) per annum) would be chargeable.

v) 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 coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

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S. C. Patel

S. C. Patel
D.T.C.P.
H. C. N.D.
S. C. Patel

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vii) The coloniser will arrange the electric connection from outside source for electrification of his 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 that cost from the coloniser and deposit it with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the coloniser, for which the coloniser 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/UHBNVNL/DHBNVNL, Haryana, and complete the same before obtaining completion certificate for the colony.

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

c) That the rates, schedule and terms & conditions of External Development Charges may be revised by the Director during the period of Licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director along with interest from the date of grant of Licence.

d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the Local Authority as the case may be.

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S. D. Sharma
D.T.C.P.
Hr. CHD.
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e) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers 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, the land set apart for schools, hospitals, community centers and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

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

All the community buildings will be got constructed by the coloniser within time period so specified by the Director.

(f) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.

(g) That the Owner shall complete the Internal Development Works within the two years of the grant of Licence.

(h) That the Owner shall deposit service charges @ Rs.10/- per square meter of the total gross area of the colony and flatted area of commercial components in two equal instalments. The first instalment of the service charges would be deposited by the Owner within sixty days from the date of grant of Licence and the second installment to be deposited within six months from the date of grant of Licence failing which 18% interest will be liable.

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[Signature]

[Signature]

D.T.C.P.

M. CHD.

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(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 proper development of the colony.

(j) That the Owner 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 colony and the colonizer shall carry out all directions issued to him for ensuring the due compliance of the execution of the layout plan and the development works in accordance with the Licence granted.

(k) 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.

(l) That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

2. Provided always and it is hereby agreed that if 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 Licence granted to him.

3. Upon cancellation of the Licence under Clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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[Signature]

[Signature]
D.T.C.F.
M. S. HD.

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4. The stamp duty and registration charges on this deed shall be borne by the Owner.

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

6. After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof 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 colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rule 16 or earlier in 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 External Development Charges received from the owner.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES:

1. P. R. Jain

S-130, G.I.II

N. Delhi

WITNESSES:

1. Inq. chgnd

to D.P.C. P. H. chd

Owner

P. R. Jain
(Pradeep Jain)
Attorney

S. D. Singh

Director,
Town and Country Planning
Haryana Chandigarh.



दिल्ली DELHI

LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO
SET UP A RESIDENTIAL COLONY

23AA 693858

This Agreement is made on this 22nd day of November, 2008 (Two thousand eight)

BETWEEN

M/s Parsynath Developers Ltd., having its Regd. Office at 6th Floor Arunachal Building, 19 Barakhamba Road, New Delhi 110 001 (hereinafter called the "OWNER") acting through its Managing Director, Mr. Sanjeev Jain, of the ONE PARTY

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the Other Part.

WHEREAS the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into residential colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of 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 Residential colony on the land measuring 76.325 Acres falling in revenue estate of Village Raipur and Kamaspur, Tehsil and District Sonapat, Haryana.

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B. C. P.
M.S.W.

[Signature]

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1 In consideration of the Director agreeing to grant License to the Owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby covenants as follows:-
- (a) That the Owner shall deposit 30% (thirty percent) of the amount realised by him from flat holders from time to time within 10(ten) days of its realisation in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilised by the Owner towards meeting the cost of Internal Development Works in the Group Housing colony.
- (b) That the Owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto:-
- i) That owner shall pay the proportionate external development charges at the tentative rate of Rs. 19.98 Lacs per gross acre for plotted area 73.925 acres and at tentative rate of Rs. 86.31 lac per acre for commercial area measuring 3.30 acres. 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 eight equal six monthly installments of 12.5% each i.e.:-
- a) First installment shall be payable within a period of 30 days from the date of grant of license.
- b) Balance 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount.
- ii) The E.D.C rates are under review and are likely to be finalised soon. In the event of increase in E.D.C rates the coloniser shall pay the enhanced amount of E.D.C and the interest on installments from the date of grant of License and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- iii) In case the coloniser 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.
- iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in the payment of installments on the due date an additional interest of 3% per annum (making the total payable interest 18% (simple) per annum) would be chargeable.

BY
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All the community buildings will be got constructed by the coloniser within time period of three years from the date of grant of License by the Director.

- (f) That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.
- (g) That the Owner shall complete the internal Development Works within the two years of the grant of License.
- (h) That the Owner shall deposit service charges @ Rs. 10/- per Sq. meter of the total gross area of the colony in two equal installments. The first installment of the service 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 failing which 18% interest will be liable.

(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 proper development of the colony.

(j) That the Owner shall permit the Director or any other officer authorised by him in this behalf to inspect the execution of the layout and the development works in the Group Housing colony and the coloniser shall carry out all directions issued to him for ensuring the 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 the Rules shall be binding on the Owner.

(l) That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

2 - Provided always and it is hereby agreed that should the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such case and notwithstanding the waiver of any previous cause 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 upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

4 - The stamp duty and registration charges on this deed shall be borne by the Owner.





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E.A. C. H.D.

- 5 / The expression "the Owner" hereinbefore used shall include his heirs legal representatives, successors and permitted assignees.
- 6 / After the layout plans and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof 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 Group Housing colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the 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 is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to the payment of the External Development Charges received from the Owner.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES


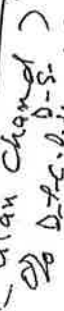
1. 
(VIJAY SATINI)
1198, Sector - 86
Chandigarh
2. 

THE OWNER


For **Parsvnath Developers Ltd.**


(Managing Director)

WITNESSES

1. 
(Man Chand)
2. 
(Gyan Chand)
D-5-1
D-5-C.P. H. Chand.

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH


Director
Town & Country Planning
Haryana, Chandigarh

₹ 100

HUNDRED RUPEES

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**BILATERAL AGREEMENT BY OWNERS OF LAND INTENDING TO
SET UP A RESIDENTIAL COLONY**

This Agreement is made on this 8th day of May, between 1). S/Shri Sant Ram S/o. Aasa, Satbir, Gopal Singh Ss/o. Hari Singh; 2). Rameshwar S/o. Lachhman; 3). Richhpal, Raj Singh Ss/o Bhim Singh; 4). Azad Singh S/o. Dhan Singh, Rattan Singh, Napha Singh Ss/o Chandgi; 5). Mohinder Singh, Chand Ram Ss/o. Sardara, Naresh Kumar, Subash Ss/o. Dharam Singh; 6). Krishan Kumar S/o. Ved Singh; 7). Sudarshan Kumar S/o. Kehar Singh; 8). Rajinder S/o. Kehar Singh; 9). Mohinder Singh, Ramesh Chand Ss/o. Kehar Singh; 10). Mir Singh S/o. Gulzari; 11). Nepha Singh S/o. Chandgi Ram, Azad Singh S/o. Dhan Singh, Rattan Singh S/o Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o. Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj, Rajbir S/o Bhim Singh; 12). Rattan Singh S/o. Chandgi Ram, Zila Singh S/o. Shish Ram, Smt. Gyandhri and Parkasho Ws/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Chand Kaur D/o Beg Raj; 13). Ajit Singh S/o Ram Mehar, Bhramjit, Rajbir Singh Ss/o Ram

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Mohit Ss/o. Beg Raj, Smt. Chand Kaur D/o Beg Raj; 14). Smt. Sangita W/o. Anil; 15). Chander Kiran, Ravi Kiran Ss/o Sukhdev Raj; 16). Azad Singh S/o. Dhan Singh, Naphe Singh S/o Chandgi, Ravinder S/o. Bal Singh; 18). Rajesh S/o. Mahabir; 19). Hawa Singh, Satbir Singh, Satpal Singh, Sumer Singh Ss/o. Karna; 20). Smt. Kalawati W/o. Rai Singh, Krishan S/o Rai Singh, Smt. Saroj D/o. Rai Singh, Mohinder, Rajpal Singh, Jagdish, Omparkash Ss/o. Manglu, Ravinder S/o. Bal Singh, Smt. Barfi W/o. Bal Singh; 21). Smt. Barfi Devi W/o Bal Singh, Ravinder Singh S/o. Bal Singh; 22). Smt. Barfi Devi W/o. Bal Singh; 23). Ranbir Singh S/o. Bhim Singh; 24). Raghbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Ranbir Singh S/o. Bhim Singh; 25). Raghbir Singh, Mai Chand Ss/o Zila Singh, Smt. Dhanpati D/o. Zila Singh, Smt. Parkasho Wd/o Beg Raj, Vikash, Mohit Ss/o Beg Raj, Smt. Chand Kaur, D/o. Beg Raj, Ranbir S/o Bhim Singh; 26). M/s Max Switch Gears (P) Ltd; 27). Jaipal S/o Mool Chand, 28). Smt. Sangita W/o Anil, Vikram S/o Jaipal, Ravi Kiran, Chand Kiran Ss/o. Sukhdev; 29). Vikram S/o. Jaipal; 30). Smt. Sangita W/o Anil; 31). Smt. Lado W/o. Prithvi Singh, Smt. Parwati, Saraswati, Murti Ds/o Prithvi, Satparkash, Om Parkash Ss/o. Prithvi Singh, Smt. Darshana D/o Ram Pat, Deepak, Pawan Kumar Ss/o Ram Pal, Smt. Inderwati Wd/o Behram, Devi Ram, Rajinder, Vijay, Ashok Ss/o Behram, Smt. Prem Lata, Meena Ds/o Behram, Bharat Ram, S/o. Ranji Dass, Smt. Dhanpati D/o Ramji Dass, Tilak Raj S/o Ram Bhaj, Smt. Inderwati D/o Ramji Dass, Smt. Kanta Wd/o Nathu Ram, Raj Kamal S/o Nathu Ram, Ram Parkash S/o Janki Dass; 32). Ravinder S/o Bal Singh all resident of Village Raipur and Kamaspur, Tehsil and District Sonapat, Haryana through their attorney Shri Pradeep Jain son of Shri S.P. Jain resident of 10, Babar Lane, Bengali Market, New Delhi - 110001 (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.

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Director for carrying out and completion of the development works in accordance with the Licence finally granted for setting up of a residential colony on the land measuring 84.155 acres situated at revenue estate of Village Rajpur and Kamaspur, Tehsil & District Sonapat (Haryana).

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the Owners.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant Licence to the Owner to set up the said colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives, heirs, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by them as follows:-

- (i) That the Owner shall reserve 20% of the total number of the residential plots developed for or proposed to be developed for allotment to EWS/LIG categories (normally of the sizes of 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the layout plan by the Director. Only those persons will be eligible to apply whose total family income inclusive of the income of the husband, wife and dependent children does not exceed the prescribed limit laid down by the Director. These plots shall

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applications for allotment through press, from eligible members of EWS/LIG Categories as defined by the Director. He shall also announce the tentative number of plots with sizes available for such sale.

(b) That if the number of applications exceeds the number of plots, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with regard to the payment of earnest money and acceptance of terms conditions of the sale within the stipulated time period prescribed by the Owner.

(c) That the Owner while calling the applications for allotment of EWS/LIG categories of plots/flats in the residential colonies / group housing colonies shall charge not more than 10% of the total tentative cost of such plots/flats as registration/earnest money.

2. That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (normally of sizes of 125 square metres, 150 square metres, 200 square metres, 225 square metres or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:

(i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. In case number of persons so

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S. K. Sharma

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to:-

- a) Non-Resident Indians against Foreign Exchange.
- b) The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
- c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the Owner.
- d) Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub-clause (i) and (ii).

Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the Owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square metre would be sold by the Owner in the open market

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ensure the allotment of other categories of plots proportionately.

5. That the Owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. 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 Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
8. The Owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-
 - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.
 - b) A minimum of 20% in case of EWS/LIG and 25% of "No Profit No Loss" plots as provided in sub-clause (i) of Clause-1 and sub-clause (i) & (ii) of Clause 2 above have been allotted at the subsidized price of EWS/LIG & "No Profit No Loss" basis prescribed above.

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No. 388/D.

All the community buildings will be got constructed by the coloniser within a period of three years. This period would commence after two months of grant of licence during which the coloniser would submit their building plans for sanction. This three years period would exclude 90 days statutory period given for approval of building plans.

10. That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of 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 Government or the Local Authority as the case may be.
11. That the Owner shall deposit thirty percent of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.
12. That the Owner shall permit the Director or other officer authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the coloniser shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.

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14. That the matter relating to the charging of cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. is under consideration with the Deptt./Govt. and if it is decided to levy the same on the licensee, the Owners would be required to pay the same as and when demanded by DTCP, as per rates, terms and conditions so decided.

15. That the Bank Guarantee of internal development works has been furnished on the interim rates of development works and construction of community buildings. 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. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 1.1.1995 with an increase in cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within 30 days on demand.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this deed on the date and the year first above written.

WITNESSES:

1. *P. K. Jain*
S-12, G.I.C. II
N. Delhi

Owner

Pradeep Jain
Pradeep Jain
Attorney

WITNESSES:

1. *Manoj Choudhary*
Asst
to D.T.C. P.H. Utd.

Manoj Choudhary

Director,
Town and Country Planning
Haryana
Chandigarh



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23AA 69322

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A RESIDENTIAL COLONY

This Agreement is made on this 22nd day of November, 2006 (Two thousand eight)

BETWEEN

M/s Parsvnath Developers Ltd., having its Regd. Office at 6th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi 110 001 (hereinafter called the "OWNER") which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include their respective legal heirs Representatives, executors and assigns of the ONE PART.

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana, Chandigarh (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 the Licence finally granted for setting up of a residential Colony on the land measuring 76.325 acres at Village Rajpur and Kamaspur, Tehsil and District Sonapat, Haryana.

[Signature]
D.T.C.P.
H.C.P.D.

[Signature]

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 Licence to the Owner to set up the said colony on the land mentioned in Annexure hereto and on the fulfilment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives authorised agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:

i) That the Owner shall reserve 20% of the total number of residential plots developed for or proposed to be developed for allotment to EWS/LIG categories (normally of the sizes of 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the Layout plan by the Director. Only those persons will be eligible to apply whose total family income inclusive of the income of the husband, wife and dependent children does not exceed the prescribed limit laid down by the Director. These plots shall be allotted in the following manner at the subsidised price, so fixed by the Director.

a) That for the allotment of EWS/LIG plots the Owner shall invite applications for allotment through press, from eligible members of EWS/LIG categories as defined by the Director. He shall also announce the tentative number of plots with sizes available for such sale.

b) That if the number of applications exceeds the number of plots, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with regard to the payment of earnest money and acceptance of terms conditions of the sale within the stipulated time period prescribed by the Owner.

c) That the Owner while calling the applications for allotment of EWS/LIG categories of plots/flats in the residential colonies/group housing colonies shall charge not more than 10% of the total tentative cost of such plots/flats as registration/earnest money.

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That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (normally of sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director for allotment: These plots shall be allotted at a price determined by the Director and in the following matter.




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- i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. In case number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
- ii) That the Owner shall allot remaining 25% of "No Profit No Loss" plots to:
 - a) Non-Resident Indians against Foreign Exchange.
 - b) The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
 - c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the Owner.
 - d) Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in such clause (i) and (ii).

Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfilment of usual business conditions with regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the Owner.

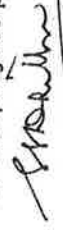
3. That the remaining 55% of the total number of residential plots of sizes above 225 square meter would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots, as provided under clause (1) and (2).

4. That the Owner while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.

5. That the Owner shall submit the list of allottee(s) to the Director twice a year.

6. That the record of such allotment shall be open for inspection by the State Government.

7. 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




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8 two months in the State Government Treasury by the Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
That the Owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that:

- a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 20% in case of EWS/LIG and 25% of "No Profit No Loss" plots as provided in sub-clause (i) of Clause (i) and (ii) of Clause 2 above have been allotted at the subsidized price of EWS/LIG & "No Profit No Loss" basis prescribed above.

9 That the Owner will, not be allowed to recover any amount whatsoever on account of internal community buildings from the plot-holders at the rate of Rs. 1,79,800/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

All the community buildings will be got constructed by the coloniser within a period of three years. This period would commence after two months of grant of licence during which the coloniser would submit their building plans for sanction. This three years period would exclude 90 days statutory period given for approval of building plans.

10 That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of 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 Government or the Local Authority as the case may be.

11 That the Owner shall deposit thirty percent of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.

12 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 coloniser shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.

13 That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest or proper development of the colony.

14 That the matter relating to the charging of cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. Is under consideration with the Deptt./Govt. and if

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10.11.2010

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Sd/-
Director

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