

हरियाणा HARYANA

30AA 672178

FORM LC-IV-A

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

This Agreement is made on this 03rd Day of JANUARY, 2014 (Two Thousand FOURTEEN)

BETWEEN

M/s Aum Shri Hotels & Resorts Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at 96-A/9, Neel Khanth Apartment, Kishan Garh, Vasant Kunj, New Delhi-110070 (hereinafter referred to as "Owner"/Developer) which expression shall, unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Sh Sushil Sharma s/o Shri Hari Ram of the **ONE PART.**

AND

For Aum Shri Hotels & Resorts Pvt. Ltd.

Authorised Signatory

Authorised signatory

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

WHEREAS in addition to the Agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules") and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral agreement with the Director General for carrying out and completion of the development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 18.744 acres falling in the revenue estate of Village Dhunela, Sector-33 of Sohna, District Gurgaon, Haryana.

AND WEHREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER:-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer their partners, legal representatives, authorized agents, assignees, executers etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner/Developer, the Owner/Developer hereunder covenanted as follows:-

   a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section (EWS) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such units shall not be less than 140 sq.ft. which will cater to the minimum size of the room along with bath and water closet.

   b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se-distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

   c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by Owner/Developer.

   d) That Owner/Developer 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 within a period of four years from the date of grant of license extendable by the Director General for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.

   No third party shall be created without getting the prior permission of the Director General, Town & Country Planning, Haryana, Chandigarh.

For Ansal Hotels & Resorts Pvt. Ltd.

Authorised Signatory

e) (i)That the Owner/Developer undertakes to pay the proportionate external Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per rate, schedule, terms and conditions Annexed hereto.

(ii) That the rates, schedule, terms and conditions of EDC as mentioned in LC- IV may be revised by the Director General during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from the date of grant of license.

(f) That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flat holders @ Rs NIL per gross acre which is a tentative charges only for construction of a portion of the total community buildings.

(g) That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

(h) That Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

(i) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest the Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

(j) That the owner/Developer shall be responsible for the maintenance and up-keep of all roads,open spaces, public parks,public health services of the said Group Housing Colony for the period of five years from the date of issue of completion certificate under Rule-16 of the Rules. unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

(k) That the Owner/Developer shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works and construction works of the colony.

(l) That the Owner/Developer shall permit the Director General or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.

(m) That the Owner/Develper shall deposit the Infrastructure Development Charges ("IDC") @ 460/- per sq. meters for Group Housing Component and Rs 750/- per sqm for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the Owner/Developer within 60 (sixty) days from the date of grant of license and the second installment shall be deposited within 6 (six) months from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% per annum (simple) for the delay in the payment of installment.

(n) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched

(o) That the Owner/Developer shall carry out, at his own expense any other works which the Director General may think necessary and responsible in the interest of proper development of the said Group Housing Colony.

For Sum Shri Hotels & Resorts Pvt. Ltd.

Authorised Signatory

j) That licensee shall submit

(p) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200sq. ft. and the maximum price of allotment of EWS flats shall be of Rs 1,50,000/- per flat i.e. Rs 750/- per sq.ft in the following manner.

(i) That for the allotment of the flats the Owner/Developer shall invite application for allotment through open press from the eligible member of the economically weaker section categories, as defined by the State Govt./Housing Board, Haryana. The Owner/Developer shall also announce the tentative number of flats, its price along with size available for such sale.

That if the number of the applications exceed the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner/Developer after giving due publicity and in the presence of the representative of the State Govt. The successful applications will be allotted flats after compliance with the usual business conditions with regard to the payment of the earnest money and acceptance of the term and condition of the sale within the stipulated time period prescribed by the Owner/Developer.

(iii) That the Owner/Developer while calling the applications for the allotment of the economically weaker section (EWS)/Lower Income Group (LIG) categories of flats in the said Group Housing Colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.

(iii)a That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should have completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his/her dependent children who were earlier allotted plot/house by the Housing Board, Haryana, HUDA or any colonizer will not be entitled to make application, even if the person (belongs to EWS category) have transferred the same to some other person.

(iv) That any person registered under BPL family which includes his/her dependents/or children who do not own any flat/plot in any HUDA sector/licensed colony in any of the Urban Area in the State, will be eligible for making the application by one BPL family.

(v) That the first preference will be given to BPL families listed in the same Town and followed by those listed in the District and then in the State.

(vi) That the complete scheme shall be floated for the allotment in one go within four months from issuance of part occupation certificate of EWS flats.

(vii) That the Owner/Developer will make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than 10,000 copies in the said District and should include detail like schedule of paymen5t, number and size of flats, payment schedule et6c. The advertisement should also highlight the other essential requirements terms and conditions as the envisaged on the policy of the Government.

(vii)a That the colonizer/owner after scrutinizing the applications i.e. EWS categories, will submit the list of eligible candidates to the concerned Senior Town Planner within a period of 8 weeks and shall take following action as the case may be:

- If some applications are in complete in terms of minor deficiencies like signature/BPL proof etc. the colonizer shall give chance to them by writing a letter and giving an advertisement in same leading newspapers in special circumstances. However, these applications may be included in the draw and if such applicants become successful in draw, 15 days time period may be granted to them to remove the said shortcomings, failing which their claim shall stand forfeited.

(viii) That the allotment will be done through draw of the lots in the presence of the committee consisting of Deputy commissioner or his representative (at least of the cadre of the Haryana

For Asim Star Hotels & Resorts Pvt. Ltd.

Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town & Country Planning (DTCP) and Owner/Developer.

(ix) That the date of draw of lots will be fixed by the concerned STP, within 4 weeks after security of the application and the result also be published in the newspaper as referred in(vii) above.

(ix)a That the Colonizer/Owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful allottees alongwith list of 25% of total number of flats shall be published in same newspaper as mentioned in clause vii of this agreement.

(ix)b That in case, the person/successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days as per clause iii(b) of this agreement, then in such a situations, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire process of allotment after this period of 15 days shall be completed within 3 months.

(ix)c That for unsuccessful candidate, refund of registration/earnest money shall be made within two months from the date of draw, but the same shall be without interest/compensation. The earnest money of the person/applicants in the waiting list may be retained by the Colonizers/Owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(d) of this agreement. Therafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting of allotment, the colonizer/Owner shall refund the same within a period of one month from receipt of the request without making any deductions.

(ix)d That in case a Person/Applicants surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installmants, he may be given 15 days time period from the date of show cause Notice and further 15 days from the issurance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled.

(ix)e That for providing duplicacy, the Colonizer/Owner shall fix a rubber stamp of his company on the BPL card of the allottee till time time UID cards are not made compulsory and thereafter the entry of the number of UID cards of BPL applicants will be compulsory ~~but only of successful allottees.~~ verification shall be carried out only of successful allottees

(ix)f That the colonizer/Owner shall refund the earnest money to unsuccessful candidate alongwith normal interest of saving Bank Account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the Colonizer/Owner may adjust the interest amount for the delayed period towards amount to be paid against balance installments in case of successful allottees.

(ix)g That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.

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

(xi) That Owner/Developer will ensure at the time of grant of occupation certificate in case of Group Housing Colonies and grant of p[art completion certificate for the plotted colonies that

For Aum Shri Hotels & Resorts Pvt. Ltd.

Authorised Signatory

the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

(xii) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the committee headed by the Divisional Commissioner consisting of concerned Deputy headed by the Divisional Commissioner consisting of concerned Deputy commisisioner, Administrator, HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xiii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.

xiv) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.

xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holders.

xvi) If there is an increase in the prescribed minimum size of EWS plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

q) The Owner/Developer shall derive maximum net profit @15% of the total project cost of development of the above said Group Housing Colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period the surplus amount shall be deposited, within two months in the State Government Treasury by the Owner/ Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein..

Further the Owner/Developer shall submit the following certificate to the Director General within 90days of the full and final completion of the project from a Chartered Accountant that :-

a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.

c) The Owner/Developer while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director General as and when demanded by him. The tyotal project shall mean a defined phase or a compact area of the colony, as approved by the Director General.

d) After the layout and development works or parts thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to a 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director General in proportion to the payment of the EDC received from the Owner/Developer.

For Ansal Hotels & Resorts Pvt. Ltd.

Authorised Signatory

j) That licence

c) That the bank guarantee of the internal rates works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.

2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director General, may cancel the license granted to the Owner/Developer.

3) Upon cancellation of the license under clause 2 above 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 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director General.

4) That the owner/Developer shall convey the 'Ultimate Power Load Requirements" of the project to the concerned power utility with a copy to the Director General, within two months period from date of grant of license to enable provision of site in the licensed land for Transformers/Switching Stations/Electric sub-stations as per the norms prescribed by the power utility in the zoning plan of the project.

5) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

6) The expression 'Owner/Developer' hereinbefore used/shall include their heirs, legal representative, successors and permitted assignees.

7) That any other condition which the Director General may think necessary in public interest can be imposed.

8) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DG, TCP till the services are made available from the external infrastructure to be laid by HUDA.

9) The Owner/Developer shall pay the Labour Cess Charges as per the policy dated 25/02/2010.

For Aum Shri Hotels & Resorts Pvt. Ltd.

Authorised Signatory

DG, TCP (HR)

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

For Aum Shri Hotels & Resorts Pvt. Ltd.

(Sushil Sharma s/o Shri Hari Ram).
Authorised Signatory
Authorised Signatory
M/S Aum Shri Hotels & Resorts Pvt. Ltd.

WITNESSES:

1. RPKatyal
(Raj Pal Katyal)
162 HEWO Apartments
15 Part II Gurgaon

2.

DIRECTOR GENERAL,
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH.

FOR AND ON BEHALF OF THE GOVERNOR
OF HARYANA

Director General
Town & Country Planning,
Haryana, Chandigarh