

हरियाणा HARYANA 30AA 672177

FORM LC-IV
(See rule-11)

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

This Agreement is made on this ...03rd..... Day of ...JAN,...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.

For Aum Shri Hotels & Resorts Pvt. Ltd.

DC, TCP (HR)

ATP, TCP (HR)

Authorised Signatory
Authorised Signatory

1. That licensee shall submit NOC

AND

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 the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the Owner/Developer shall enter into an Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up of a Group Housing Colony on the land measuring 18.744 acres falling in the revenue estate of Village Dhumela, Sector 33 of Sohna, District Gurgaon.

NOW THIS DEED WITNESSETH IS AS FOLLOWS:

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 on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-

1a) 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/Developer towards meeting the cost of internal development works of the colony.

1b) That the Owner/Developer undertakes to pay proportional External Development Charges("EDC") for the area earmarked for the Group Housing scheme, as per rate schedule, terms and conditions hereto:-

i) That the Owner/Developer shall pay the proportionate EDC at the tentative rate of Rs.314.648 lacs per gross on the area measuring 18.6503 acres of total Group Housing Colony & Rs.314.648 lacs per gross acre on the area measuring 0.0937 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director General, 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.

ii) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.

iii) Balance 90% in nine equated Six monthly installments along with interest at the rate of 12% per annum, which shall be charged on the unpaid portion of amount worked out at the

For Ansal Housing & Projects Pvt. Ltd.

DG, TCP, HRY

Authorised Signatory

iii) the tentative rate of Rs. 314.648 lacs per gross acres on the area measuring 18.6503 acres of total Group Housing Colony & Rs.314.648 lacs per gross acre on the area measuring 0.0937 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC .

iv) That the owner shall pay the EDC as per the schedule date and time as and when demanded by the DGTCP Haryana.

That the owner shall specify the detail of Calculation per Sq.m/per sq.ft which is being demanded from plot owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

vi) That in the event of increase in EDC rates, the coloniser shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.

vii) In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

viii) The unpaid amount of EDC will carry an interest at a rate of 12% per annum (Simple) and in case of any delay in the payment in installment on the due date an additional penal interest of 3% per annum (making the total payable interest as @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director General.

ix) In case HUDA executes External Development Works and complete the same before the final payment of EDC, the Director General shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i.e. Four years and the Owner/Developer shall be bound to make the payment within the period so specified..

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

That the pace of the construction shall be atleast in accordance with our sale agreement with the buyers of the flats as and when scheme is launched

1d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parasaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director General, Town & Country Planning shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the electric (distribution) services plan / estimates" approved from the agency responsible for installation of "external electrical Services" i.e. HVPNL / Utter Haryana

For Aum Shri Hotels & Resorts Pvt. Ltd.

DG (TCP HR)

Vidhyut Parsaran / Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

1e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group(LIG) categories of allottees.

1f) 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.

1g) 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.

1h) No third party shall be created without getting the prior permission of the Director General, Town & Country Planning, Haryana, Chandigarh.

1i) The Owner/Developer shall construct all the community buildings within a period so specified by the Director General from the date of grant of license.

1j) That the owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

1k) That the owner/Developer shall complete the Internal Development Works within four years of the grant of the license.

1l) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.

i) That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director 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 date of grant of license.

ii) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall be in addition to provisions of Zoning plan of

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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).

iii) That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.

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

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

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

f) That the Owner/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.

g) That the Owner/Developer shall carry out at their own expenses any other works which the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

h) That the Owner/Developer shall permit the Director 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 insuring due compliance of the execution of the development works in accordance with the license granted.

i) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.

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j) 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.

2) Provided always it is hereby agreed that should the owner/Developer commit any breach of the terms and conditions of this agreement or Bilateral Agreement or violate any provisions of the Act or the Rules, than in case and notwithstanding the waiver of 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, the Government may acquire the area of the aforesaid Colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director General.

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

5) That the Owner/Developer shall abide by the policy dated 08-07-2013/ or any other instructions/policy issued from time to time with regard to allotment of EWS plot and flats.

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

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

8) 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 $1/5^{th}$ 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 Aum Shri Hotels & Resorts Pvt. Ltd.

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

For Aum Shri Hotels & Resorts Pvt. Ltd.

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

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WITNESSES:

1. RPKatyal
(Raj Pal Katyal)
162 HEWO Apartments IE 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