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FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 28th day of December 1995 (One Thousand Nine Hundred Ninety Five) between M/s Vikalpa Agro Industries Pvt Ltd having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Villages Wazirabad & Chakarpur , Tehsil and District Gurgaon.

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 hereto on the fulfilment 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 thirty percent of amount realised by him from plot holders from time to time within 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 colony.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

DTCP (HR)

i) That he shall pay the proportionate development charges at tentative rate of Rs.7.986 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in eight equal 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at tentative rate of Rs.7.986 lacs per gross acre for plotted colony.

ii) The E.D.C. rates are under review and are likely to be finalised soon w.e.f. 1.1.1994. 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 intalments, if any, from the date of grant of licence.

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 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete 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 of land cost, if any, shall be payable extra as decided by Director from time to time.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

DTCP (HR

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt free of cost, the land set apart for schools, hospitals, community centres 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 condtions as it may lay down.

No third party 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 be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) <u>Group Housing Areas</u> :

That the owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto.

i) That these rates, schedule and terms and 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 of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

DTCP (H)

ii) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the owner shall deposit thirty per cent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in scheduled bank and that this amount shall only be utilised by the owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at this own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

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

DTCP (T)

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

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total plotted area of the colony (excluding institutional areas like schools, parks etc.) 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of propert development of the colony.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases 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 Rule, 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.

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 have 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 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:

for Vikalpa Agro Industries Pvt Ltd

i. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

(VENKAT RAMAN)
AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i.

ii.

Annexure

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.26.62 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie;

   (a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

   (b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.26.62 lacs per gross acre for group housing colony.

ii) The E.D.C. rates are under review and are likely to be finalised soon w.e.f. 1.1.1994. 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 instalments, if any, from the date of grant of licence.

iii) In case the coloniser 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.

DTCP (HR

iv) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

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 of land cost if any shall be payable extra as decided by Director from time to time.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B.. If they fail to provide Electric Connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

viii) No E.D.C. would be recovered from the S.W.S./L.I.G. categories of allottees.



SRS

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FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 29th day of December 1995 (One Thousand Nine Hundred Ninety Five) between M/s Pracheen Krishi Udyog Ltd having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Villages Wazirabad & Chakarpur , Tehsil and District Gurgaon.

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 hereto on the fulfilment 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 thirty percent of amount realised by him from plot holders from time to time within 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 colony.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

DTCP (HR

i) That he shall pay the proportionate development charges at tentative rate of Rs.7.986 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in eight equal 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at tentative rate of Rs.7.986 lacs per gross acre for plotted colony.

ii) The E.D.C. rates are under review and are likely to be finalised soon w.e.f. 1.1.1994. 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 intalments, if any, from the date of grant of licence.

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 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete 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 of land cost, if any, shall be payable extra as decided by Director from time to time.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

DTCP (HR.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt free of cost, the land set apart for schools, hospitals, community centres 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 condtions as it may lay down.

No third party 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 be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) Group Housing Areas :

That the owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto.

i) That these rates, schedule and terms and 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 of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

DTCP (HR.

ii) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the owner shall deposit thirty per cent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in scheduled bank and that this amount shall only be utilised by the owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at this own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

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

DTCP (HT)

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

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total plotted/area of the colony (excluding institutional areas like schools, parks etc. 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of propert development of the colony.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases 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 Rule, 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.

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

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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 have 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 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:

for PRACHEEN KRISHI UDYOG LIMITED

i. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

(VENKAT RAMAN)
AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i. Ashok Bhalla, Asstt
O/o D.T.C.P. Hr. Chd

ii.

Annexure

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.26.62 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie;

(a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.26.62 lacs per gross acre for group housing colony.

ii) The E.D.C. rates are under review and are likely to be finalised soon w.e.f. 1.1.1994. 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 instalments, if any, from the date of grant of licence.

iii) In case the coloniser 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.

DTCP (HR

iv) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

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 of land cost if any shall be payable extra as decided by Director from time to time.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B.. If they fail to provide Electric Connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

viii) No E.D.C. would be recovered from the E.W.S./L.I.G. categories of allottees.

DTCP (HQ)



SRS

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

THIS AGREEMENT is made on the [illegible] day of [illegible] 1995 (One Thousand Nine Hundred Ninety Five) between M/s Pracheen Krishi Udyog Ltd. having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at Villages Wazirabad & Chakarpur, Tehsil & District Gurgaon.

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 IS 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 representative, 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 :-

[illegible]

[illegible] (HQ)

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 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & 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 the 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.

RCP/HK-

c) Plots falling in small pockets which subsequently are acquired by the colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 metre 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 sub-clauses (i) and (ii).

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 allottees 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 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 sub-clause (i) and (ii) of Clause-2 above have been allotted at the subsidised price of EWS/LIG and "No Profit No Loss" basis prescribed above.

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c) In case of Group Housing Colony a minimum of 15% of the total flats as prescribed in Clause 10 below for EWS flats have been sold at the prescribed price.

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.52,000/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY :

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

(i) That for the allotment of the flats the Owner shall invite applications for allotment through press from eligible members of EWS categories as defined by the State Government/Housing Board Haryana. He shall also announce the tentative number of flats, its price elongwith sizes available for such sale.

(ii) That if the number of applicants exceeds the number of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of State Government. The successful applicants will be allotted flats after complying with usual business conditions with regard to the payment of earnest money and acceptance of terms & conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall be provided upto 6.5% of the net planned area in the group housing area. Besides above additional area of 1% of net planned Group Housing area for cultural, recreational and amusement activities etc. which do not have predominantly commercial contents like cultural centre, art museum, ice-skating rink and other such items to be decided by the Director, Town and Country Planning, Haryana shall be allowed in the group housing area. Commercial contents in plotted area shall be governed by existing provisions in this regard.

13. That he will connect one of the 18 Mtrs. wide internal road to the 30 Mtrs. wide proposed road alongwith the foot hills in Sector 42, & 26A ultimately connecting Gurgaon-Faridabad Road.

14. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population of EWS and the number of such dwelling units

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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 square feet which will cater to the minimum size of the room alongwith bath & water Closet.

15. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

16. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

17. That the responsibility of the Ownership of the common areas and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time the responsibility is transferred to the Owner of the dwelling units under the Haryana Apartment Ownership Act, 1983.

18. That the Owner while determining the sale price of plots/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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

19. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.2,44,400/- per gorss acre which is a tentative charge only for the construction of a portion of the total Community Buildings.

IN WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this 13th day of November, 1995.

WITNESSES:

1. P K Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn.,
New Delhi.

2. K P Jhamb
G-6/III, Lajpat Nagar
New Delhi.

For Pracheen Krishi Udyog Ltd

(VENKAT RAMAN)
AUTHORISED SIGNATORY

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

WITNESSES:

1. Ashok Bhalla Advocate
S/o D.T. Chawla

2.



FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 16 day of April 1996 (One Thousand Nine Hundred Ninety Six) between M/s DLF Universal Limited, having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Wazirabad & Chakkarpur , Tehsil and District Gurgaon.

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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, he covenants as follows :-

   a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within ten days of its realisation in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilised for the other towards meeting the 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 laid by :-

i) He shall pay the proportionate development charges at the rate of Rs.8.785 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.8.785 lacs per gross acre for plotted colony.

ii) In case the coloniser 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 complation certificate would be considered.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works complete 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.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Colonisar and deposit it with H.S.E.B.

DTCP, HARYANA

vii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt free of cost, the land set apart for schools, hospitals, community centres 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 condtions as it may lay down.

No third party 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 be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) **Group Housing Areas**
That the owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto.

i) That these rates, schedule and terms and 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 of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

DTCP (HR)

ii) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the owner shall deposit thirty per cent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in scheduled bank and that this amount shall only be utilised by the owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at this own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

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

DTCP (HR

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

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total flatted area of the colony (excluding institutional areas like school, parks etc.) 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.

m) 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 the 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 Rule, 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.

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

DTCP (HQ)

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 have 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 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:

For DLF Universal Ltd

1. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

(VINAY MITTAL)
AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

1. Hukam Chand, Asstt.
O/o DTCP Haryana

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

ii.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

ANNEXURE

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the Owner shall pay the proportional External Development charges at the rate of Rs.29.28 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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 of 12.5% of the amount of External Development charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.29.28 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HSEB. If they fail to provide Electric connection from HSEB, the Director Town & Country Planning will recover the cost from the Coloniser and deposit it with HSEB.

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

DTCP (H)



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

THIS AGREEMENT is made on the 16 day of April 1996 (One Thousand Nine Hundred Ninety Six) between M/s DLF Universal Limited having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the licence, the Owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in continuation of the licence finally granted for setting up of a residential colony at Village Wazirabad & Chakarpur, Tehsil & District Gurgaon.

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 covenanting by His as follows :-

DTCP/HRA

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 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & 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 the 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.

DTCP (HR)

c) Plots falling in small pockets which subsequently are acquired by the colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 metre 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 sub-clauses (i) and (ii).

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 allottees 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 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) and (ii) of Clause-2 above have been allotted at the subsidised price of EWS/LIG and "No Profit No Loss" basis prescribed above.

DTCP (HQ)

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.76,230/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY :

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner. :-

(i) That for the allotment of the flats the Owner shall invite applications for allotment through press from eligible members of EWS categories as defined by the State Government/Housing Board Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

(ii) That if the number of applicants exceeds the number of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of State Government. The successful applicants will be allotted flats after complying with usual business conditions with regard to the payment of earnest money and acceptance of terms & conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area of the group housing area. Besides above additional area of 1% of net planned Group Housing area/for cultural, recreational and amusement activities etc. which do not have predominantly commercial contents like cultural centre, art museum, ice-skating rink and other such items to be decided by the Director, Town and Country Planning, Haryana /shall be allowed

Commercial area in plotted area shall be governed by existing provisions in this regard.

13. To furnish an undertaking that you shall abide by the policy decision taken by the Government regarding provisions of fire protection measures in the multi storeyed buildings.

14. That one of the 18 meters wide internal road would be connected to the 30 mtrs wide proposed road along the [illegible] hills in Sector 42 and 26A.

15. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.

16. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

17. That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.

18. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/Drainage Deptt. Haryana and as approved by Director, Town and Country Planning, Haryana.

19. Adequate access to all unlicensed pockets situated within the licensed colony shall be provided by you in the detailed layout plan of the group housing area.

20. That you will get the layout plan approved of your entire licensed area as one scheme within a period of 6 months from the date of last approval i.e. 29.12.95.

21. That community buildings in the proposed area will be constructed within three years from the date of grant of licence.

22. While Planning, special care to maintain the green character of the area and sufficient provissions for greenary of trees and open green spaces shall be made by you.

23. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other serving population of EWS and the 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 square feet which will cater to the minimum size of the room alongwith bath & water Closet.

24. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

25. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

26. That the responsibility of the Ownership of the common areas and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time the responsibility is transferred to the Owner of the dewlling units under the Haryana Apartment Ownership Act, 1983.

27. That the Owner while determining the sale price of plots/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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

28. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs. 3,58,160/- per gorss acre which is a tentative charge only for the construction of a portion of the total Community Buildings.

IN WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this day of , 1996.

WITNESSES:

1. P K Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn.,
New Delhi.

for DLF Universal Ltd

(VINAY MITTAL)
AUTHORISED SIGNATORY

2. K P Jhamb
G-6/III, Lajpat Nagar
New Delhi.

WITNESSES:

1. Ashok Khanna Asstt
C/o DTCP Chandigarh

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

DIRECTOR



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FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 16 day of April 2006 (One Thousand Nine Hundred Ninety Six) between M/s Sunrise Land and Housing Co. Ltd., having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the license finally granted for setting up a colony at Villages Wazirabad & Chakarpur , Tehsil and District Gurgaon.

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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner,he/she covenants as follows :-

a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within 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 colony.

b) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

DTCP (HQ

i) He shall pay the proportionate development charges at the rate of Rs.8.785 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.8.785 lacs per gross acre for plotted colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works complete 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.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

DTCP (HR

vii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt free of cost, the land set apart for schools, hospitals, community centres 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 condtions as it may lay down.

No third party 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 be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) **Group Housing Areas**
That the owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto.

i) That these rates, schedule and terms and 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 of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

DTCP (HQ)

ii) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the owner shall deposit thirty per cent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in scheduled bank and that this amount shall only be utilised by the owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at this own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

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

DTCP (HQ)

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

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total flatted area of the colony (excluding institutional areas like school, parks etc.) 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.

m) 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 the 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 Rule, 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.

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

Vinay Kumar

DTCP (H)

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 have 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 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:

For Sunrise Land & Housing Co Ltd

i. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

(VINAY MITTAL)
AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i. Ashok Khalla Advt
O/o DTCP Haryana

ii.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

ANNEXURE

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the Owner shall pay the proportional External Development charges at the rate of Rs.29.28 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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 of 12.5% of the amount of External Development charges shall be payable within a period of 30 days from the date of grant of licence.

   (b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.29.28 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HSEB. If they fail to provide Electric connection from HSEB, the Director Town & Country Planning will recover the cost from the Coloniser and deposit it with HSEB.

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



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

THIS AGREEMENT is made on the 16 day of April 1996 (One Thousand Nine Hundred Ninety Six) between M/s Sunrise Land and Housing Co. Ltd., having its Registered office at D/8 Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at Villages Wazirabad & Chakarpur, Tehsil & District Gurgaon.

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 representative, 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 :-

Director

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 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & 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 the 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 colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 metre 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 sub-clauses (i) and (ii).

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 allottees 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 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 sub-clause (i) and (ii) of Clause-2 above have been allotted at the subsidised price of EWS/LIG and "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.76,230/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY :

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

(i) That for the allotment of the flats the Owner shall invite applications for allotment through press from eligible members of EWS categories as defined by the State Government/Housing Board Haryana. He shall also announce the tentative number of flats, its price elongwith sizes available for such sale.

(ii) That if the number of applicants exceeds the number of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of State Government. The successful applicants will be allotted flats after complying with usual business conditions with regard to the payment of earnest money and acceptance of terms & conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall Not exceed 6.5% of the net planned area of the group housing area. Besides above additional area of 1% of net planned Group Housing area/for cultural, recreational and amusement activities etc. which do not have predominantly commercial contents like cultural centre, art museum, ice-skating rink and other such items to be decided by the Director, Town and Country Planning, Haryana
/shall be allowed
Commercial area in plotted area shall be governed by existing provisions in this regard.

13. To furnish an undertaking that you shall abide by the policy decision taken by the Government regarding provisions of fire protection measures in the multi storeyed buildings.

14. That one of the 18 meters wide internal road would be connected to the 30 mtrs wide proposed road alongn the foot hills in Sector 42 and 56A.

15. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.

16. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

17. That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.

18. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/Drainage Deptt. Haryana and as approved by Director, Town and Country Planning, Haryana.

19. Adequate access to all unlicensed pockets situated within the licensed colony shall be provided by you in the detailed layout plan of the group housing area.

20. That you will get the layout plan approved of your entire licensed area as one scheme within a period of 6 months from the date of last approval i.e. 29.12.95.

21. That community buildings in the proposed area will be constructed within three years from the date of grant of licence.

22. While Planning, special care to maintain the green character of the area and sufficient provissions for greenary of trees and open green spaces shall be made by you.

23. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room alongwith bath & water Closet.

24. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

25. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

26. That the responsibility of the Ownership of the common areas and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time the responsibility is transferred to the Owner of the dewlling units under the Haryana Apartment Ownership Act, 1983.

27. That the Owner while determining the sale price of plots/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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

28. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gorss acre which is a tentative charge only for the construction of a portion of the total Community Buildings.

IN WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this day of , 1996.

WITNESSES:

1. P K Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn.,
New Delhi.

For Sunrise Land & Housing Co Ltd

(VINAY MITTAL)
AUTHORISED SIGNATORY

2. R P Jhamb
G-6/III, Lajpat Nagar
New Delhi.

WITNESSES:

1. Abdul Khalik Asst
To DT of Town

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

53/96



FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 16 day of April 1996 (One Thousand Nine Hundred Ninety Six) between M/s Moonlight Builders and Developers Ltd., having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 licence finally granted for setting up a colony at Villages Kasiabad & Chakarpur, Tehsil and District Gurgaon.

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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, he duly covenants as follows :-

   a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within 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 colony.

   b) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

DTCP (HQ

i) He shall pay the proportionate development charges at the rate of Rs.8.785 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.8.785 lacs per gross acre for plotted colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works complete 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.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

DTCP (HR)

vii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt free of cost, the land set apart for schools, hospitals, community centres 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 condtions as it may lay down.

No third party 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 be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) **Group Housing Areas**
That the owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto.

i) That these rates, schedule and terms and 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 of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

DTCP (HP)

ii) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulations (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the owner shall deposit thirty per cent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in scheduled bank and that this amount shall only be utilised by the owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at this own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

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

DTCP (HQ)

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

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total flatted area of the colony (excluding institutional areas like school, parks etc.) 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.

m) 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 the 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 Rule, 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.

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 have 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 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:

For Moonlight Builders & Developers Pvt

i. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

(VINAY MITTAL)
AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i. Ashok Bhalla Advt
S/o D.T.C.P. Haryana

ii.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

ANNEXURE

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the Owner shall pay the proportional External Development charges at the rate of Rs.29.28 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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 of 12.5% of the amount of External Development charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.29.28 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HSEB. If they fail to provide Electric connection from HSEB, the Director Town & Country Planning will recover the cost from the Coloniser and deposit it with HSEB.

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



5RS

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

THIS AGREEMENT is made on the 16 day of April 1996 (One Thousand Nine Hundred Ninety S/X) between M/s Moonlight Builders and Developers Ltd., having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at Villages Nasirabad & Chakarpur, Tehsil & District Gurgaon.

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 IS 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 representative, authorised agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder communicated by him as follows :-

DTCP/HSR

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 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs ,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 a 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 and 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & 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 the 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 colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 metre 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 sub-clauses (i) and (ii).

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 allottees 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 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) and (ii) of Clause-2 above have been allotted at the subsidised price of EWS/LIG and "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.76,230/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY :

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

(i) That for the allotment of the flats the Owner shall invite applications for allotment through press from eligible members of EWS categories as defined by the State Government/Housing Board Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

(ii) That if the number of applicants exceeds the number of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of State Government. The successful applicants will be allotted flats after complying with usual business conditions with regard to the payment of earnest money and acceptance of terms & conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 350 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area of the group housing area. Besides above additional area of 1% of net planned Group Housing area/for cultural, recreational and amusement activities etc. which do not have predominantly commercial contents like cultural centre, art museum, ice-skating rink and other such theme to be decided by the Director, Town and Country Planning, Haryana
Commercial area in plotted area shall be governed by existing provisions in this regard.

/shall be allowed

13. To furnish an undertaking that you shall abide by the policy decision taken by the Government regarding provisions of fire protection measures in the multi storeyed buildings.

14. That one of the 18 meters wide internal road would be connected to the 30 mtrs wide proposed road along the foot-hills in Sector 42 and 43A.

15. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.

16. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

17. That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.

18. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/Drainage Deptt. Haryana and as approved by Director, Town and Country Planning, Haryana.

19. Adequate access to all unlicensed pockets situated within the licensed colony shall be provided by you in the detailed layout plan of the group housing area.

20. That you will get the layout plan approved of your entire licensed area as one scheme within a period of 6 months from the date of last approval i.e. 29.12.95.

21. That community buildings in the proposed area will be constructed within three years from the date of grant of licence.

22. While Planning, special care to maintain the green character of the area and sufficient provissions for greenary of trees and open green spaces shall be made by you.

23. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room alongwith bath & water Closet.

24. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

25. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

26. That the responsibility of the Ownership of the common areas and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time the responsibility is transferred to the Owner of the dewlling units under the Haryana Apartment Ownership Act, 1983.

27. That the Owner while determining the sale price of plots/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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

28. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gorss acre which is a tentative charge only for the construction of a portion of the total Community Buildings.

IN WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this day of , 1996.

WITNESSES:

1. P K Vadhera
Pocket A-14,
Flat No.37A
Kalkaji Extn.,
New Delhi.

For Moonlight Builders & Promoters Ltd

(VINAY MITTAL)
AUTHORISED SIGNATORY

2. K P Jhamb
G-6/III, Lajpat Nagar
New Delhi.

WITNESSES:

1. Ashok Walia Advt
C/o DTCP Hry Chd

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

DIRECTOR
Town & Country Planning
Haryana, Chandigarh

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FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 30 day of April, 1996 (One Thousand Nine Hundred Ninety Six) between M/s Vishram Agro Farms Pvt. Ltd, having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Wazirabad, Tehsil and District Gurgaon.

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 hereto on the fulfilment 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 thirty percent of amount realised by him from plot holders from time to time within 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 colony.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That he shall pay the proportionate development charges at rate of Rs.8.785 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of Licence or in eight equal 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.8.785 lacs per gross acre for plotted colony.

ii) 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works complete 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.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B. If they fail to provide Electric connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

vii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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

DTCP (HR)

to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

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 the 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 and public health services free of cost to the Government or the Local Authority as the case may be.

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 centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres an d 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 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 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.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

h) Group Housing Areas :

That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto :

i) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

ii) That all the buildings to be constructed shall be with the approval of the Director and shall, in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be

governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and ciruclation (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of 6 months from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the Owner shall deposit thirty percent of the amount to be realised by him from flat holders' from time to time within ten days of its realisation in a separate account to be maintained in Scheduled Bank and that this amount shall only be utilised by the Owner 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 standard provided in the respective development plan of the area shall be provided. The owner shall at his own cost, construct the primary cum nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, on such terms and conditions as it may lay down.

No third party 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.

i) That the owner shall deposit service charges @ Rs.1/- per square meter of the total plotted/flatted area of the colony (excluding institutional areas like schools, parks etc.) 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 instalment to be deposited within six months from the date of grant of licence.

j) That the Owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.

k) That the Owner shall permit the Director or any other officers authorised by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonisor shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases 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 Rule, 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.

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 have 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 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:

i. P.K. Vadhera
Pocket A-14, Plat No.37A
Kalkaji Extn., New Delhi - 19.

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

For Vishram Agro Farm Ltd

(VENKAT RAMAN)
AUTHORISED SIGNATORY

WITNESSES:

i.

ii.

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.29.28 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie;

(a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.29.28 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from H.S.E.B., If they fail to provide Electric Connection from H.S.E.B. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with H.S.E.B.

vii) No E.D.C. would be recovered from the E.W.S./L.I.G. categories of allottees.

DETAILS OF LAND OF M/S VISHRAM AGRO FARMS LIMITED

LAND AT VILLAGE	KHASRA NOS.	AREA- BIGHA-BISWA-BISWANSI		
WAZIRABAD	2056/2	12	04	03
	or say	7.629 Acres		

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

THIS AGREEMENT is made on the 5th day of April, 1996 (One Thousand Nine Hundred Ninety Six) between M/s Vishram Agro Farms Pvt Ltd, having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at Village Wazirabad, Tehsil & District Gurgaon.

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 IS 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 representative, 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 the residential plots developed or proposed to be developed for allotment to EWS/LIG Categories (normally of the sizes of 50 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & 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 the 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 colonisers as part of an area

already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 metre 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 sub-clauses (i) and (ii).

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 allottees 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 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) and (ii) of Clause-2 above have been allotted at the subsidised price of EWS/LIG and "No Profit No Loss" basis prescribed above.

c) In case of Group Housing Colony a minimum of 15% of the total flats as prescribed in Clause 10 below for EWS flats have been sold at the prescribed price.

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.76,230/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY :

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

(i) That for the allotment of the flats the Owner shall invite applications for allotment through press from eligible members of EWS categories as defined by the State Government/Housing Board Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

(ii) That if the number of applicants exceeds the number of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of State Government. The successful applicants will be allotted flats after complying with usual business conditions with regard to the payment of earnest money and acceptance of terms & conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area in the group housing area. Besides above, an additional area of 1% of the net planned Group Housing Area for cultural, recreational and amusement activities etc., which do not have a predominantly commercial content like cultural centre, art museum, ice-skating rink and other such items to be decided by the Director, Town and Country Planning, Haryana

Commercial area in plotted area shall be governed by existing provisions in this regard.

13. We hereby undertake to abide by the policy decision taken by the Government regarding provisions of fire protection measures in the multi storeyed buildings.

14. That one of the 18 Meters wide internal road would be connected to the 30 mtrs wide proposed road along the foot-hills in Sector 42 and 26A ultimately connecting Gurgaon-Faridabad road.

15. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan.

16. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

17. That the demarcation plan of the colony area is submitted before starting the development works in the colony for approval of the zoning plan.

18. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/Drainage Deptt. Haryana and as approved by Director, Town and Country Planning, Haryana.

19. That adequate access to all unlicensed pockets situated within the licensed colony shall be provided by him in the detailed layout plan of the group housing area.

20. That he will furnish the layout plan of the entire licensed area as one scheme within a period of 6 months from the date of last approval i.e. 29.12.95.

21. That community buildings in the proposed area will be constructed in accordance with the instructions contained in your Memo No.5DP-94/11524-11532 dated 25.10.94.

22. That while Planning, special care to maintain the green character of the area and for sufficient provisions for greenary of trees and open green spaces shall be made by him.

23. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room alongwith bath & water Closet.

24. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

25. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

26. That the responsibility of the Ownership of the common areas and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time the responsibility is transferred to the Owner of the dewlling units under the Haryana Apartment Ownership Act, 1983.

27. That the Owner while determining the sale price of plots/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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

28. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gorss acre which is a tentative charge only for the construction of a portion of the total Community Buildings.

IN WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this day of , 1996.

WITNESSES:

1. P K Vadhera
Pocket A-14,
Flat No.37A
Kalkaji Extn.,
New Delhi.

For Vishram Agro Farm Ltd

(VENKAT RAMAN)
AUTHORISED SIGNATORY

2. K P Jhamb
G-6/III, Lajpat Nagar
New Delhi.

WITNESSES:

1.

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.



FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 15th day of January, 2001 (Two Thousand One) between M/s Aravali Cultivation Ltd. having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Wazirabad Tehsil and District Gurgaon, 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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, the owner hereby covenants as follows :-

a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within 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 colony.

for D.T.C.P.
Haryana, CHD.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the owner shall pay the proportionate development charges at the tentative rate of Rs.14.15 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.14.15 lacs per gross acre for plotted colony.

ii) The EDC rates are under review and are likely to be finalised soon with effect from 1.1.97. In the event of increase in EDC rates, the colonisers shall pay the enhanced rates of EDC as and when demanded by the DTCP.

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 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete 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 colonisers shall be bound to do so.

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

D.T.C.P.
Haryana.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric connection from HVPN, the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with HVPN.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith 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 the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owners 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.

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 centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres an d 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 Director Town and Country Planning.

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 area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

D.T.C.P.
Pb., Chd.

h) Group Housing Areas :

That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto as per Annexure-A :

i) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

ii) That all the buildings to be constructed shall be with the approval of the Director and shall, in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of sixty days from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the Owner shall deposit thirty percent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in Scheduled Bank and that this amount shall only be utilised by the Owner 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 standard provided in the respective development plan of the area shall be provided.

D.T.C.P.

The owner shall at his own cost, construct the primary cum nursery school, community buildings/dispensary and first aid/health centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid/health centre, in which case the Government 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 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.

i) That the owner shall deposit service charges @ Rs.10/- per square meter of the total plotted/flatted area of the colony including area under community sites, parks etc. 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 instalment to be deposited within six months from the date of grant of licence.

j) 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.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

DTCP,

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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

5. That stamp and registration charges on this deed shall be borne by the Owner.

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 have 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 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:

for Aravali Cultivation Ltd.,

1. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

AUTHORISED SIGNATORY

2. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

1.

2.

Director,
Town and Country Planning,
Haryana, Chandigarh

Annexure - A

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.58.95 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie;

(a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.38.3743 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric Connection from HVPN, the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with HVPN.

vii) No E.D.C. would be recovered from the E.W.S./L.I.G. categories of allottees.

D.T.C.P.
Hr. Chd.

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

THIS AGREEMENT is made on the 25th day of January, 2001 (Two Thousand one) between M/s Aravali Cultivation Ltd., having its Head/Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the 'Rules") and the conditions laid therein for the grant of the 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 at village Wazirabad,Tehsil & District Gurgaon.

AND WHERRAS 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 following conditions of this Bilateral Agreement, the Owner, his partners, legal representative, 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 :-

D.T.C.P.
Hr. (HD.

i) That the Owner shall reserve 20% of the total number of the residential plots developed or proposed to be developed for allotment to EWS/LIG Categories (normally of the sizes of 50 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 colony/Group Housing colony 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & in the following manner:-

i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. If the 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.

D.T.C.P.
HR. CHD.

c) Plots falling in small pockets which subsequently are acquired by the colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 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 sub-clauses (i) and (ii).

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 allottees 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 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) and (ii) of Clause-2 above have been allotted at the subsidised price/no profit no loss basis prescribed above.

D.T.C.P.
Hr. CHD.

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.1,11,608/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be lese than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

i) That for the allotment of the flats, the Owner shall, invite applications for allotment through press from eligible members of EWS Categories as defined by the State Govt./Housing Board, Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

ii) That if the number of applicants exceeds the number of flats, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of the State Government. The successful applicants will be allotted flats after complying with usual business conditions with regards to the payment of earnest money and acceptance of terms and conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area in the group housing area. Besides above an additional area of 1% of net planned Group Housing area for cultural, recreational and amusement activites etc. which do not have a predominantly commercial content like cultural centre, art museum, ice-skating rink and other such items to be decided by the DTCP, Haryana.
Commercial area in plotted area shall be governed by existing provisoins in this regard.

13. That in Sector-53, the 18 meter wide road coming from the Group Housing pockets shall be extended upto the boundary of additional licenced area as shown in the layout plan to improve the circulation of the sector by the coloniser.

14. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the apprved plan.

15. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

D.T.C.P.
Hr. CHD.

16. That the demarcation plan of the colony area shall be submitted before starting the development works in the colony for approval of the zoning plan.

17. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/ Drainage Deptt. Haryana and as approved by Director, Town & Country Planning, Haryana.

18. That adequate access to all unlicenced pockets situated within the licenced colony shall be provided by him in the detailed layout plan of the group housing area.

19. That the community buildings in the proposed ara will be constructed in accordance with the instructions contained in this office Memo No.SDP-94/11524-11537 dt 25.10.94.

20. That the coloniser shall not give any advertisement for sale of Flats in Group Housing Scheme/Shops/Offices in Commercial schemes before the approval of layout/building plans.

21. That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room along with bath Water Closet.

22. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

23. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

24. That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time, the responsibility is transferred to the Owner of the dwelling units under the Haryana Apartment Ownership Act, 1983.

25. That the Owner while determining the sale price of plots/ 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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

That if the Owner changes the layout plan approved while granting the licence and converts his plotted area into Group Housing, he would be liable to pay interest on the difference of EDC from the date of grant of the original licence.

26. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gross acre which is a tentative charge only for the construction of a portion of the total community buildings.

D.T.C.P.
Hry. Chd.

27. 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 licence, the owner would be required to pay the same as and when demanded by DTCP, as per rates, terms and conditions so decided.

28. 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 WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this 25th day of January 2001.

WITNESSES:

1. P K Vadhera
   Pocket A-14
   Flat No.37A
   Kalkaji Extn
   New Delhi.

2. K P Jhamb
   G6/III, Lajpat Nagar
   New Delhi.

for Aravali Cultivation Ltd

(AUTHORISED SIGNATORY)

WITNESSES:

1.

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

Director,
Town and Country Planning,
Haryana, Chandigarh.



FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 25th day of January, 2001 (Two Thousand One) between M/s Pracheen Krishi Udyog Ltd, having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Wazirabad Tehsil and District Gurgaon, 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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, the owner hereby covenants as follows :-

a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within 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 colony.

D.T.C.P.
Hr. Chd.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the owner shall pay the proportionate development charges at the tentative rate of Rs.14.15 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.14.15 lacs per gross acre for plotted colony.

ii) The EDC rates are under review and are likely to be finalised soon with effect from 1.1.97. In the event of increase in EDC rates, the colonisers shall pay the enhanced rates of EDC as and when demanded by the DTCP.

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 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete 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 Director from time to time.

D.T.C.P.
Hry. CHD.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric connection from HVPN, the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with HVPN.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedules and terms and conditions of external development charges may be revised by the Director during the period of license as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith 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 the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owners 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.

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 centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres an d 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 Director Town and Country Planning.

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 area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

D.T.C.P.
Hr. GHD.

h) Group Housing Areas :

That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto as per Anneuxre-A :

i) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

ii) That all the buildings to be constructed shall be with the approval of the Director and shall, in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing schems within a period of sixty days from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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 160 sq. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the Owner shall deposit thirty percent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in Scheduled Bank and that this amount shall only be utilised by the Owner 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 standard provided in the respective development plan of the area shall be provided.

D.T.C.P.
Haryana

The owner shall at his own cost, construct the primary cum nursery school, community buildings/dispensary and first aid/health centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid/health centre, in which case the Government 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 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.

i) That the owner shall deposit service charges @ Rs.10/- per square meter of the total plotted/flatted area of the colony including area under community sites, parks etc. 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 instalment to be deposited within six months from the date of grant of licence.

j) 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.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

DTCP.
HRY.

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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

5. That stamp and registration charges on this deed shall be borne by the Owner.

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 have 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 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:

for Pracheen Krishi Udyog Ltd.,

i. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i.

ii. C/o D.T.C.P. Hry. Chd.

Director,
Town and Country Planning
Haryana, Chandigarh.

Annexure - A

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto:

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.58.95 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie:

(a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.38.97&3 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works completes the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the EDC even before the completion of four years period and the coloniser shall be bound to do so.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric Connection from HVPN, the Director, Town & Country Planning will recover the cost from the Colonizer and deposit it with HVPN.

vii) No E.D.C. would be recovered from the E.W.S./L.I.G. categories of allottees.

D.T.C.P.
Dy. CHD.

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INDIA

FIVE RUPEES FIVE RUPEES

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

THIS AGREEMENT is made on the [illegible] day of January, 2001 (Two Thousand One) between M/s Pracheen Krishi Udyog Ltd., having its Head/Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at village Wazirabad, Tehsil & District Gurgaon.

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 following conditions of this Bilateral Agreement, the Owner, his partners, legal representative, 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 :-

D.T.C.P.
Hr. Chd.

1) That the Owner shall reserve 20% of the total number of the residential plots developed or proposed to be developed for allotment to EWS/LIG Categories (normally of the sizes of 50 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 colony/Group Housing colony 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & in the following manner:-

   i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. If the 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.

D.T.C.P.
HQ CHD.

c) Plots falling in small pockets which subsequently are acquired by the colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 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 sub-clauses (i) and (ii).

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 allottees 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 his money on further amenities/facilities in his colony for the benefit of the residents therein.

8. The Owner shall submit the following certificates to 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 sub-clause (i) and (ii) of Clause-2 above have been allotted at the subsidised price/no profit no loss basis prescribed above.

D.T.C.P.
Hr. CHD.

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.1,11,606/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

i) That for the allotment of the flats, the Owner shall, invite applications for allotment through press from eligible members of EWS Categories as defined by the State Govt./Housing Board, Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

ii) That if the number of applicants exceeds the number of flats, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of the State Government. The successful applicants will be allotted flats after complying with usual business conditions with regards to the payment of earnest money and acceptance of terms and conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area in the group housing area. Besides above an additional area of 1% of net planned Group Housing area for cultural, recreational and amusement activites etc. which do not have a predominantly commercial content like cultural centre, art museum, ice-skating rink and other such items to be decided by the DTCP, Haryana.
Commercial area in plotted area shall be governed by existing provisoins in this regard.

13. That in Sector-53, the 18 meter wide road coming from the Group Housing pockets shall be extended upto the boundary of additional licenced area as shown in the layout plan to improve the circulation of the sector by the coloniser.

14. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the appived plan.

15. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

D.T.C.P.
Hr. Chd.

16. That the demarcation plan of the colony area shall be submitted before starting the development works in the colony for approval of the zoning plan.

17. That the alignment/reservation along the creeke/carrier channel shall be maintained as per requirements of Irrigation/ Drainage Deptt. Haryana and as approved by Director, Town & Country Planning, Haryana.

18. That adequate access to all unlicenced pockets situated within the licenced colony shall be provided by him in the detailed layout plan of the group housing area.

19. That the community buildings in the proposed ara will be constructed in accordance with the instructions contained in this office Memo No.5DP-94/11524-11537 dt 25.10.94.

20. That the coloniser shall not give any advertisement for sale of Flats in Group Housing Scheme/Shops/Offices in Commercial schemes before the approval of layout/building plans.

21. That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room along with bath Water Closet.

22. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

23. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

24. That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time, the responsibility is transferred to the Owner of the dwelling units under the Haryana Apartment Ownership Act, 1983.

25. That the Owner while determining the sale price of plots/ 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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

That if the Owner changes the layout plan approved while granting the licence and converts his plotted area into Group Housing, he would be liable to pay interest on the difference of EDC from the date of grant of the original licence.

26. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gross acre which is a tentative charge only for the construction of a portion of the total community buildings.

Director
T.C.P.
Haryana.

27. 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 licence, the owner would be required to pay the same as and when demanded by DTCP, as per rates, terms and conditions so decided.

28. 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 WITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this 25th day of January, 2001.

WITNESSES:

1. P K Vadhera
   Pocket A-14
   Flat No.27A
   Kalkaji Extn
   New Delhi.

2. K P Chamb
   G6/111, Lajpat Nagar
   New Delhi.

for Pracheen Krashi Udyog Ltd

(AUTHORISED SIGNATORY)

WITNESSES:

1.

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

Director,
Town and Country Planning,
Haryana, Chandigarh

5R₹



FORM LC - IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

THIS AGREEMENT is made on this 25th day of January, 2001 (Two Thousand One) between M/s Madhur Cultivation Ltd, having its Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 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 for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village Wazirabad Tehsil and District Gurgaon, 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 hereto on the fulfilment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the owner, the owner hereby covenants as follows :-

a) That the owner shall deposit thirty percent of amount realised by him from plot holders from time to time within 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 colony.

D.T.C.P.
Hr. CHD.

b) That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :-

i) That the owner shall pay the proportionate development charges at the tentative rate of Rs.14.15 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum 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.

b) Balance 87.5% in Seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.14.15 lacs per gross acre for plotted colony.

ii) The EDC rates are under review and are likely to be finalised soon with effect from 1.1.97. In the event of increase in EDC rates, the colonisers shall pay the enhanced rates of EDC as and when demanded by the DTCP.

iii) In case the colonieer 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 18% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest as 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

v) In case the HUDA executing external development works complete 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 Director from time to time.

D.T.C.P.
Hr. CHD.

vii) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric connection from HVPN. the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with HVPN.

viii) No E.D.C. would be recovered from the EWS/LIG categories of allottees.

c) That the rates, schedulee and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith 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 the completion certificate under Rule 16 of the Rules unless earlier relieved of this responsibility, when the Owners 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.

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 centres 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 Govt. free of cost, the land set apart for schools, hospitals, community centres an d 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 Director Town and Country Planning.

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 area as a whole.

g) That the Owner shall complete the internal Development Works within the two years of the grant of the licence.

D.T.C.P.
Hr. CHD.

h) Group Housing Areas :

That the Owner undertakes to pay proportionate external development charges for the areas earmarked for Group Housing Scheme as per rate, schedule, terms and conditions annexed hereto as per Anneuxre-A :

i) That the rates, schedules and terms and 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 of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director.

ii) That all the buildings to be constructed shall be with the approval of the Director and shall, in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulations in force in the area and shall in addition be governed by the building bye-laws as per N.B.C. with regard to light and ventilation, structural safety, fire safety, sanitary requirements and ciruclation (vertical and horizontal) standards.

iii) That the owner shall furnish the layout plan of Group housing scheme alongwith the service plans/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 group housing scheme within a period of sixty days from the date of grant of licence.

iv) That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population and the 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. feet which will cater to the minimum size of room and alongwith bath, W.C.

v) That in case of Group Housing, the Owner shall deposit thirty percent of the amount to be realised by him from flat holders from time to time within ten days of its realisation in a separate account to be maintained in Scheduled Bank and that this amount shall only be utilised by the Owner 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 standard provided in the respective development plan of the area shall be provided.

D.T.C.P.

The owner shall at his own cost, construct the primary cum nursery school, community buildings/dispensary and first aid/health centre on the land set apart for this purpose, or if so desired by the Government, shall transfer to the Government at any time, free of cost, land thus set apart for primary-cum-nursery school, community buildings/ dispensary and first aid/health centre, in which case the Government 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 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.

i) That the owner shall deposit service charges @ Rs.10/- per square meter of the total plotted/flatted area of the colony including area under community sites, parks etc. 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 instalment to be deposited within six months from the date of grant of licence.

j) 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.

k) That the Owner shall permit the Director or any other officers 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 for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

l) 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.

m) 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 the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

D.T.C.P.
Hr. Chd.

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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

5. That stamp and registration charges on this deed shall be borne by the Owner.

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 have 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 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:

for Madhur Cultivations Ltd.,

1. P.K. Vadhera
Pocket A-14, Flat No.37A
Kalkaji Extn., New Delhi - 19.

AUTHORISED SIGNATORY

ii. K.P. Jhamb
G6/III, Lajpat Nagar
New Delhi.

WITNESSES:

DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH

i.

ii.

Director.
Town and Country Planning,
Haryana, Chandigarh

Annexure - A

That the Owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereto :

i) That the Owner shall pay the proportional External Development charges at tentative rate of Rs.52.95 lacs per gross acre for group housing colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each ie;

(a) First instalment of 12.5% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance i.e. 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the rate of Rs.38.9741 lacs per gross acre for group housing colony.

ii) In case the coloniser 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.

iii) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalment on the due date an additional penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months with the permission of DTCP.

iv) In case the HUDA executing external development works complete the same before the due date and consequently realises 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.

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

vi) The coloniser will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide Electric Connection from HVPN, the Director, Town & Country Planning will recover the cost from the Coloniser and deposit it with HVPN.

vii) No E.D.C. would be recovered from the E.W.S./L.I.G. categories of allottees.

D.T.C.P.
Hr. CHD.



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

THIS AGREEMENT is made on the 25th day of January, 2001 (Two Thousand One) between M/s Madhur Cultivation Ltd., having its Head/Registered office at DLF Centre, Sansad Marg, New Delhi-110001 (hereinafter called the "Owner") 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 & Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid therein for the grant of the 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 at village Wazirabad,Tehsil & District Gurgaon.

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 following conditions of this Bilateral Agreement, the Owner, his partners, legal representative, 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 :-

D.T.C.P.
Hry. Chd.

i) That the Owner shall reserve 20% of the total number of the residential plots developed or proposed to be developed for allotment to EWS/LIG Categories (normally of the sizes of 50 sq. mtrs.,75 sq. mtrs.,100 sq. mtrs. and 125 sq.mtrs .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 a 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 and 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 colony/Group Housing colony 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 sq.mtrs,150 sq.mtrs,200 sq.mtrs,225 sq.mtrs 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 & in the following manner:-

i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. If the 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.

D.T.C.P.
Haryana

c) Plots falling in small pockets which subsequently are acquired by the colonisers as part of an area already developed as a 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-clauses (i) and (ii).

PROVIDED that in case of allotment from out of registered applicants 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 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 sub-clauses (i) and (ii).

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 allottees 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 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) and (ii) of Clause-2 above have been allotted at the subsidised price/no profit no loss basis prescribed above.

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

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.1,11,608/- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

GROUP HOUSING FORMING INTEGRATED PART OF THE PLOTTED COLONY

10. That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories and the area of such a flat shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner :-

i) That for the allotment of the flats, the Owner shall, invite applications for allotment through press from eligible members of EWS Categories as defined by the State Govt./Housing Board, Haryana. He shall also announce the tentative number of flats, its price alongwith sizes available for such sale.

ii) That if the number of applicants exceeds the number of flats, the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of a representative of the State Government. The successful applicants will be allotted flats after complying with usual business conditions with regards to the payment of earnest money and acceptance of terms and conditions of sale within the stipulated period prescribed by the Owner.

11. That the density of population shall not exceed 250 PPA and ground coverage shall be limited to 25% in the group housing area.

12. That the commercial area shall not exceed 6.5% of the net planned area in the group housing area. Besides above an additional area of 1% of net planned Group Housing area for cultural, recreational and amusement activites etc. which do not have a predominantly commercial content like cultural centre, art museum, ice-skating rink and other such items to be decided by the DTCP, Haryana.
Commercial area in plotted area shall be governed by existing provisoins in this regard.

13. That in Sector-53, the 18 meter wide road coming from the Group Housing pockets shall be extended upto the boundary of additional licenced area as shown in the layout plan to improve the circulation of the sector by the coloniser.

14. That the group housing colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the apprved plan.

15. That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder are duly complied with.

D.T.C.P.
HARYANA.

16. That the demarcation plan of the colony area shall be submitted before starting the development works in the colony for approval of the zoning plan.

17. That the alignment/reservation along the creeks/carrier channel shall be maintained as per requirements of Irrigation/ Drainage Deptt. Haryana and as approved by Director, Town & Country Planning, Haryana.

18. That adequate access to all unlicenced pockets situated within the licenced colony shall be provided by him in the detailed layout plan of the group housing area.

19. That the community buildings in the proposed ara will be constructed in accordance with the instructions contained in this office Memo No.5DP-94/11524-11537 dt 25.10.94.

20. That the coloniser shall not give any advertisement for sale of Flats in Group Housing Scheme/Shops/Offices in Commercial schemes befor the approval of layout/building plans.

21. That in case of Group Housing, adequate accommodation shall be provided for domestic servants and other service population of EWS and the 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 square feet which will cater to the minimum size of the room along with bath Water Closet.

22. That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of Haryana Apartment Ownership Act, 1983.

23. That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.

24. That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest with the colonisers till such time, the responsibility is transferred to the Owner of the dwelling units under the Haryana Apartment Ownership Act, 1983.

25. That the Owner while determining the sale price of plots/ 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 as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

That if the Owner changes the layout plan approved while granting the licence and converts his plotted area into Group Housing, he would be liable to pay interest on the difference of EDC from the date of grant of the original licence.

26. That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders at the rate of Rs.3,58,160/- per gross acre which is a tentative charge only for the construction of a portion of the total community buildings.

D.T.C.P.
Haryana.

27. 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 licence, the owner would be required to pay the same as and when demanded by DTCP, as per rates, terms and conditions so decided.

28. 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 NITNESSES WHEREOF the Coloniser and the Director have signed this Deed on this 25th day of January 2001.

WITNESSES:

1. P K Vadhera
   Pocket A-14
   Flat No.37A
   Kalkaji Extn
   New Delhi.

2. K P Jhamb
   G6/III, Lajpat Nagar
   New Delhi.

for Madhur Cultivations Ltd

(AUTHORISED SIGNATORY)

WITNESSES:

1.

2.

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH.

Director,
Town and Country Planning,
Haryana, Chandigarh