



दिल्ली DELHI

FORM LC-IV-A

R 184675

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

This Agreement is made on this 22nd day of April of the Year 2012.

M/s. MAPSKO Builders Pvt. Ltd. registered under the provisions of the Companies Act and having its registered office at 52, North Avenue Road, Punjabi Bagh West, New Delhi - 110026 (hereinafter called the "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include the successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Rajiv Singla S/o Mr. Amrit Singla R/o 30/64, Punjabi Bagh West, New Delhi - 110026, appointed vide the Board Resolution dated 11th February 2012 of the ONE PART.

And

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

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 16.369 acres falling in the revenue estate of sector - 78 & 79, Village Naurangpur, Tehsil and District Gurgaon, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

Director General
Town & Country Planning
Haryana, Chandigarh

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER :-

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

- a) That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by Owner/Developer.


The Owner/Developer shall construct at his own cost or get constructed by any other institution or individual at its own 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 Government, free of costs, the land set apart for schools, hospitals, community centers and other community buildings 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.

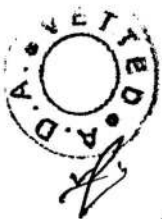
No third party right shall be created without the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh. The Owner/Developer shall construct all the community buildings within a period of three years from the date of grant of License.

- d) (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions Annexed hereto.
- (ii) That the rates, schedule, term and conditions of the EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- e) That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @Rs. NIL per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- f) That the Owner/Developer shall insure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- g) That Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act 1983.
- h) *That pace of construction shall be utmost in accordance with the self agreement with the buyer's of the flats as & when scheme is launched.*

For Mapsko Builders Pvt. Ltd.


Director


Director General
Town & Country Planning,
Haryana, Chandigarh



14) That if the rates of plots/flats do not include IDC/EOC and are to be charged separately as per rates fixed by the Govt. from the plot/flat owner's, the Colonizer will give the details of calculating per sq. mtr./per sq. ft. which is being demanded from the plots/flat owner's.

14b) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest the Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

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

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

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

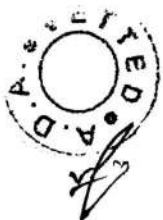
l) That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter for Group Housing Component and Rs. 1000/- per sq. meter for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

m) That the Owner/Developer 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 said Group Housing Colony.

n) That the Owner/Developer shall reserve 15% of the total number of flats developed or proposed to be developed for the allotment to the economically weaker section categories, and the area of such a flat shall not be less than 200 Sq. Ft. These flats shall be allotted at the maximum cost of Rs. 50,000/- in the following manner :-

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

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

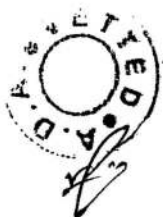


L. D. Sharma Builders Pvt. Ltd.

Director

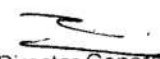
Director General
Town & Country Planning,
Haryana, Chandigarh

- iii) That the Owner/Developer while calling the applications for the allotment of the economically weaker section (EWS) /lower Income group (LIG) categories of flats in the said group housing colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- iv) That any person registered under BPL family and includes his/her dependent children who do not own any flat in the HUDA sector/licensed Colony in any of the Urban Area in the State, will be eligible for making the application.
- v) That the First Preference will be give to BPL families listed in the same Town and followed by Listed in the District and the State.
- vi) That the complete scheme shall be floated for the allotment in one go within four months of the grant of license or sanctioned of the building plans whichever is later and the possession of flats shall be offered within the valid license period of 4 years.
- vii) That the Owner/Developer will make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of flats, size etc. The advertisement should also highlight the other essential requirements as the envisaged on the policy of the Government.
- viii) That the allotment will be done through draw of the lots in the presence of the Committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner of the Circle, Representative of the Director, Town and Country Planning (DTCP) and Owner/Developer concerned.
- ix) That the date of draw of the lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (vii) above.
- x) That the Owner/Developer will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.
- xi) That Owner/Developer will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.
- xii) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.
- xiii) That no ^{annual} maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.



For Mapsko Builders Pvt. Ltd.

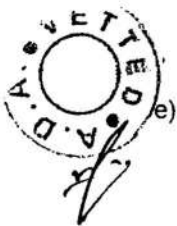

Director


Director General
Town & Country Planning,
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- xiv) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.
 - xv) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot / flat holder.
 - xvi) If there is an increase in the prescribed minimum size of EWS Plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.
- o) That the Owner/Developer shall drive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony after making provisions of the statutory taxes. In case the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited, within two months in the state Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.

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

- a) The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- c) The Owner/Developer while determining the sale price of the flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the Director 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.
- d) After the layout plans and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer



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

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

For Mousko Builders Pvt. Ltd.


Director General
Town & Country Planning,
Haryana, Chandigarh

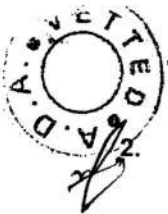
- 3) Upon cancellation of the license under clause 2 above shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban areas Rules, 1976 and all the subsequent amendments made in the Act and Rules. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 5) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- 6) The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal, representatives, successors and permitted assignees.
- 7) That any other condition which the Director may think necessary in public interest can be imposed.
- 8) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
- 9) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25. 02.2010

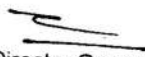
IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.


Rakesh Bansal
J.E.,




Director General
Town & Country Planning,
Haryana, Chandigarh

OWNER/DEVELOPER

M/S MAPSKO BUILDERS PVT. LTD

For Mapsko Builders Pvt. Ltd.

Director

DIRECTOR GENERAL

**TOWN AND COUNTRY PLANNING, HARYANA,
CHANDIGARH**

**FOR AND ON BEHALF OF THE GOVERNOR OF
HARYANA**