FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 75 of 2019

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rule 1976, made there under to H.L. Residency (Proprietorship Firm) through Prop. Shailaja. Shop No. 8, Commercial Complex, H.L.City, Sector- 37 Bahadurgarh for setting up of an Affordable Group Housing Colony (PMAY) over an area measuring 9.475 acres in the revenue estate of village Nuna Majra, Sector-37, Bahdurgarh District Jhajjar.

1. The particulars iof the land, wherein the aforesaid Affordable Group Housing Colony is to be set up, are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.

2. The Licence is granted subject to the following conditions:-

i. That the Affordable Group Housing Colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.

ii. 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 the Rules 1976 made thereunder are duly complied with.

iii. That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.

iv. That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

v. That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Govt. u/s 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

vi. That you shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DTCP Haryana.

vii. That you shall construct the community building at your own cost, or get constructed by any other institution or individual at its costs, the community building on the lands set apart for this purpose, as per

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Haryana, Chandigarh

xix. That you shall deposit thirty per centum of the amount release, from time to time, by you, from the flat owner within a period of ten days of its realization in a separate account to be maintained in a scheduled bank. This amount shall only be utilized by you towards meeting the cost of internal development works in the colony.

xx. That you shall not give any advertisement for sale of commercial area and flat in affordable Group Housing area before the approval of layout plan / building plans of the same.

xxi. That you shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

xxii. That you shall keep pace of construction atleast in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.

xxiii. That you shall furnish the Bank Guarantee against the total realization from the project at the rate of 15% within 90 days from the commencement of the project as per policy dated 19.08.2013.

xxiv. That you shall obtain clearance from competent authority that the land is not affected by section 4 & 5 of the PLPA, 1990 and other forest laws.

xxv. That licenceee shall obey all the directions. Restriction given by this department time to time in public interest.

xxvi. That licencee shall strictly comply with the directions issued vide notification No. 19/6/2016-5P dated 31.03.2016 issued by Haryana Government Renewable Energy Department for enforcement of the Energy/ Conservation building codes.

xxvii. You shall ensure the installation of solar photovoltaic power plant as per the provisions of order No. 22/52/2005-5 Power dated 21.03.2016 issued by Haryana Government Renewable Energy Department.

xxviii. That you shall abide by the terms and conditions as per Affordable Housing Policy-2013 notified on 19.08.2013.

xxix. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit

3. The licence is valid up to 22|07|2024.

Dated: The 23|07|2019.
Chandigarh

(K. Makrand Pandurang, IAS)
Director,
Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-3982-JE (MK)-2019/ 17515 Dated: 23-07-2019

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action: -

To be read with License.....75.....dated.....23/07.....of 2019

Detail of land owned by HL Residency Proprietorship Firm.

Village	Rect No	Killa No	Area (K-M)
Nuna Majra	68	3	7-19
		4	8-0
		6/1/2	2-1
		6/2/1	3-6
		6/2/2	1-12
		7/1	6-14
		7/2	0-12
		8/1	0-17
		14/2	2-13
		15/1/1	1-0
		15/1/2	2-2
		15/2	4-0
		16/1/1	0-10
		16/1/2	1-6
		17	8-0
		24	8-0
		26	0-9
		27	0-9
	69	10/1	0-4
		11	6-16
	73	4	7-11
		7/1	1-15
		Total	**75-16**
			Or 9.475 Acres

Director,
Town & Country Planning
Haryana

LC-IV-A

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

This Agreement is made on this 23rd day of July 2019.

BETWEEN

H.L. Residency (Proprietorship firm) having its Registered Office Shop No. 08, Commercial Complex, HL City, Sector-37, Bhadurgarh. (hereinafter referred to as "Owner") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its Authorized signatory Sh. Rakesh Joon duly authorized to sign this agreement 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 General for carrying out and completion of development works in accordance with the license finally granted for setting up a Affordable Group Housing Colony on the land measuring 9.475 acres falling in the revenue estate of Village Nuna Majra, Sector-37, Bhadurgarh, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

VETTED DA (HQ)

NOW THIS BILATERAL AGREEMENT WITNESSES AS UNDER:-

1. In consideration of the Director General agreeing to grant license to the Owner to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto and on the fulfilment of the conditions of this Bilateral Agreement, the Owner, 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, the Owner hereunder covenants as follows :-

   a) That all the buildings to be constructed in the said Affordable 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 bye-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).

   b) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing Colony, as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, term and conditions of the EDC as mentioned in LC-IV may be revised by the Director

Director
Town & Country Planning
Haryana, Chandigarh

For HL Residency

HL Residency Group.

Sec 37 BAHADURGARH Distt JHAJJARHRI

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19/7/19

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CHANDIGARH

during the license period as and when necessary and the Owner 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.

c) That the Owner shall ensure that the flats/dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983 which shall be followed in letter and spirit.

d) The terms condition and policy parameters as prescribed under the Affordable Housing Policy, 2013 as notified by notification No.48921 dated 19.08.2013 and enclosed as Annexure-I to this agreement shall form integral part of this agreement and shall be read as part and parcel of this agreement.

e) 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 Owner till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

f) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable 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 shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.

g) That all flats in this project shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance which ever in later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.

h) 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 Affordable 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.

i) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.

j) 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 Affordable Group Housing Colony.

k) That the Owner/Developer shall receive the maximum price of allotment of flats which shall be of Rs.4,000/- per sq.ft. and Rs.500 per Sq. Ft./- for balcony in the following manner:-

i. That for the allotment of the flats the Owner/Developer shall invite applications for allotment through advertisement in the newspaper from the general public. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.

ii. That any person interested to apply for allotment of flats in response to such advertisement by the Owner/Developer may apply on the prescribed application form alongwith 5% amount of the total cost of the flat.

iii. That if the number of 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

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Town & Country Planning
Haryana, Chandigarh

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terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developer.

iv. That the Owner/Developer shall allot upto 5% of the total number of flats as approved in the building plans to its employee/Associates/friends/relatives etc. Subject to the disclosure of their names/addresses and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with the draw of the flats general category flats as stipulated in Section-5(ii)(b) of the Affordable Housing Policy, 2013.

l) That the Owner/Developer will make the scheme transparent. Advertisement will be given on two occasions at one week interval in one of the leading English National daily and two Hindi newspaper having circulation of more than ten thousand copies in the state and should include details like allotment rate, schedule of payment, number of size of flats, payment schedule etc. The advertisement shall also highlight the other essential requirements, terms and conditions as envisaged by the policy of the Government after it is approved by DGTCP.

m) 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 Office) DTP Gurgaon and representative of the Owner/Developer concerned.

n) That the scrutiny of all applications received as per the parameters prescribed in the policy shall be completed by the Owner/Developer under the overall monitoring of concerned DTP. The scrutiny of applications by the joint team of Owner/Developer and concerned DTP shall be completed within three months from the last date of receipt of applications as indicated in the advertisement on completion of above scrutiny. The concerned STP shall fix the date of draw of lots.

o) That the Owner/Developer will advertise the date of draw of allotment of flats in same newspaper and also the list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper.

p) That in case, the person/successful applicants does not remove the deficiencies if any, in their application within the prescribed period of 15 days. Then in such a situation their claim shall stand forfeited. A waiting list for a maximum of 25% of the total number of flats available for allotment may also be prepared during the draw of flats who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days and in case of surrender of flat by any successful applicant, an amount of Rs.25,000/- may be deducted by the Owner/Developer.

i. That for unsuccessful candidates, refund of registration/booking money shall be made within 15 days from the date of draw, but, the same shall be without interest. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/owners till the process of allotment of successful allottees/applicants is completed as mentioned in the agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions/penalty. The waiting list shall be maintained for a period of 2 years after which the booking amount shall be refunded back to the waitlisted applicants without any interest.

ii. That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled. In such cases also an amount of Rs.25,000/- may be deducted by the Owner/Developer.

VETTED DA (HQ)

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Town & Country Planning
Haryana, Chandigarh

For HL Residency

iii. That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of saving bank account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the owner/developer may adjust the interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.

q) That the allottee of flats shall not be allowed to further transfer the flats to any other person within a period of One years after getting the possession. The breach of this condition will attract penalty equivalent to 200% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.

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

s) That the Owner/Developer shall derive maximum net profit @15% of the total project cost of the development of the above said Affordable 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.

t) That 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 :-

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

VETTED DA

u) After the layout plans and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable 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 Affordable 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.

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

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

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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

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Development and Regulation of Urban areas Rules, 1976 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

7) 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. 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.

8) 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.

For HL Residency.

WITNESSES :

H. L Residency (Proprietorship firm).

1. RAJESH Kumar S/O Sh. Tarsem Singh V.P.O Kheri Tat Distt JHAJJAR

2.

DIRECTOR

TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH

Director
Town & Country Planning
Haryana, Chandigarh

LC-IV

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

This Agreement is made on this 23rd day of July 2019.

Between

H.L. Residency (Proprietorship firm) having its Registered Office Shop No. 08, Commercial Complex, HL City, Sector-37, Bhadurgarh. (hereinafter referred to as "Owner") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its Authorized signatory Sh. Rakesh Joon duly authorized to sign this agreement 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 the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Affordable Group Housing Colony on the land measuring 9.475 acres falling in the revenue estate of Village Nuna Majra, Sector-37, Bhadurgarh, Haryana.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing 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/Developer hereby covenants as follows:-

   a) 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.

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

      i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs.62.458 Lacs per/acres for Affordable Group Housing colony component and Rs.249.831 lacs/acre for Commercial Components. These charges shall be payable

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Town & Country Planning

For HL Residency
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to the Director General, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.

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

iii. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs.62.458 Lacs per gross acres of total Affordable Group Housing component and 249.831 lacs per gross acre for Commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

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

v. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot/flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

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

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

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

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

VETTED DA (HQ)

c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.

d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Affordable Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.

e) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable Group Housing Colony for the period of five

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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 free of cost to the Government or the local authority, as the case may be.

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

g) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

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

i) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.

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

k) That the rates, schedule, terms and conditions of 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, terms and conditions determined by him along with interest from date of grant of license.

l) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with 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).

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

n) That all flats in this project shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance whichever in later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.

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

p) 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 Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.

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

r) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make

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Director
Town & Country Planning
Haryana, Chandigarh

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arrangement for water supply, sewerage, drainage etc. to the satisfaction of DG, TCP till the services are made available from the external infrastructure to be laid by HUDA.

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

3. Upon cancellation of the License under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of Director General.

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

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

6. After the layout and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable 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 Affordable 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 Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

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

For HL Residency

WITNESSES:

1. RAJESH Kumar S/o Sh. Tarsikh Singh V.P.O Khanjat Distt JHAJJAR

H. L Residency (Proprietorship firm).

DIRECTOR

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

Director
Town & Country Planning
Haryana, Chandigarh