Gurugram Metropolitan Development Authority

Plot No. 3, Sector 44, Gurugram, Haryana, Pin: 122003

Web site gmda.gov.in

Regd.

To

Samir on behalf of M/s Godrej Properties Ltd
Village Hayatpur sector-89

Subject:

Approval for proposal of grant for access for access for
Village Hayatpur sector-89, Gurugram

Reference:

Your online application AP-1721279926474 dated
18-Jul-2024 on the subject cited above.

Date - Thu, 24 Oct 2024

In accordance with the online application and the plans submitted / approved therein under reference , access permission is hereby provisionally granted to the dividing road between sectors/area 89 and 85 located for Village Hayatpur sector-89, Gurugram, subject to the following conditions:-

1. That the lease charges has been deposited by you vide reference no GMDAAP645371728395337291 transaction id 241008198612163 dated 11.10.2024 of Rs.5.00 Lacs. Annual renewal fee equal to 10% of access charges each year after every year of the completion is payable by you.
2. That the agreement between GMDA and you has been signed dated 15.10.2024.
3. That the cross drainage will be provided at your own cost.
4. That the ground level of approach road should be kept 300mm down from the metal level of the road and the side drain should be got inspected from the GMDA authority during the construction of side drain.
5. That the approach road constructed on land belonging to or under the control and management of GMDA will be and remain the property of GMDA and the Chief Executive Officer or any officer of GMDA authorized by Chief Executive Officer will have right to remove the access/approach without any further notice, whenever required, for any public purpose.
6. That there should be no encroachment on land belonging to or under the control and management of GMDA in shape of fencing or boundary wall or any other construction, whether temporary or permanent, without the specific approval of the Chief Executive Officer or any officer of GMDA authorized by Chief Executive Officer.
7. That the service lane/road shall be constructed by you as per plan approved by the engineer-in-charge of GMDA under the supervision of authorized officer of GMDA concerned as per approved drawing.
8. That the violation of any condition of the permission shall result in the termination of this permission and the taking of consequential action by GMDA without further notice.
9. That the applicant should not use the land for advertisement or hoarding in any form or manner and any violation in this respect shall result in the termination of this permission and the taking of consequential action by GMDA without further notice.

Vikas Malik
Executive Engineer,
Gurugram Metropolitan Development Authority

10. That an appropriate entry and exit sign board as approved by the authorized officer of GMDA shall be put up to guide vehicles during the day and should be properly lit to guide them at night as per IRC norms.
11. All the precautions for traffic management should be taken as per relevant code of IRC. Area should equipped with caution boards, flags, barricade & manpower and light arrangement at own cost.
12. You should take utmost care in safeguarding the existing utilities such as water supply, sewerage, recycling, drainage, electrical, gas pipeline etc. and any damage caused to utilities at site, the same should be brought to notice of the Nodal Officer of GMDA immediately. In case of any damage to any essential service i.e. water supply, sewerage, drainage, telecommunications, piped natural gas, electricity supply etc., it will be your responsibility to get the services restored to their original or satisfactory condition at your cost within the least possible time otherwise you will be liable to pay the cost of restitution and damages caused to the infrastructure and on business operations of the infrastructure utility owner.
13. That you have submitted a bank guarantee for Rs. 5,00,000 (Rupees five Lac) in favor of the GMDA in the prescribed format and for the prescribed duration which shall be used by GMDA inter alia to get work done at your risk and cost if any of your responsibilities is not discharged by you to the satisfaction of the competent authority.
14. This access would be subject to the entry and exit access design as per the approval of GMDA and prepared by renowned consultants in the field of road safety and engineering confirming to IRC Manual. Road safety measures as per applicable rules e.g. IRC etc. shall be followed.
15. This permission can be reconsidered and withdrawn at any stage in case there are any valid objections and violations or concerns raised at any later point in time.
16. The approved building plans shall be followed and there is no hindrance to the Infrastructure laid down by the Govt. and the provisions of FDP GMUC 2031 AD are not violated.
17. You shall obtain all statutory permissions as may be required including Forest, DHBVN, GAS pipeline, BSNL, or any other Govt. agency before execution of work. Any liability in this regard will be your responsibility solely.
18. You would be solely responsible for any accident at the worksite including payment of any compensation or legal action. You shall indemnify GMDA for damage caused/likely to be caused/claims or replacements sought for any direct, indirect or consequential damage caused. You shall obtain appropriate insurance against damage to these installation/utilities/facilities.
19. Temporary access is being granted which will be closed once the adjoining land owners apply for license and construct the service road.
20. 12 meter service road as per GMDA specification in front of the property shall be constructed by the applicant at its cost as per direction of GMDA.

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Bond

Indian-Non Judicial Stamp
Haryana Government

Date : 15/10/2024

Certificate No. G0O2024J2078

GRN No. 122417041

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name : Godrej properties limited
H.No/Floor : Na Sector/Ward : Na Landmark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 70******31

Purpose : ALL PURPOSE **to be submitted at Others**

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

AGREEMENT ON TERMS AND CONDITIONS FOR ACCESS PERMISSION

AGREEMENT TO CONSTRUCT AN ACCESS ROAD WITH NECESSARY PROVISION FOR SERVICE ROAD/DRAINAGE, ROAD SIGNS AND MARKING TO PROPERTY/FUEL STATION LOCATED IN Khasra No. 71//9/1/1 Village Hayatpur, Sector - 89, Gurugram

This Agreement is made at Gurugram on this 15th day of 2024 year two thousand twenty four

Between

The Chief Executive Officer (CEO), Gurugram Metropolitan Development Authority, (for short "GMDA") Gurugram through the authorized officer **Sh. Vikas Malik,** (Executive Engineer) duly authorized (hereinafter referred to as the "GMDA" which expression shall, unless excluded by or repugnant to the context, include his successors and assignees) on the FIRST PART

Sh. Samir Duhan on behalf of ***M/s Godrej Properties Limited*** hereinafter referred to as the "Licensee" (which expression shall, unless excluded by or repugnant to the context, include the successor, heirs, executors, administrators and assignees) on the SECOND PART.

WHEREAS GMDA has been established under The Gurugram Metropolitan Development Authority Act, 2017, hereinafter referred to as the "Act of 2017" passed by the Haryana Legislature and the area of Gurugram District comprised in Schedule — I and II annexed with Haryana Government notification dated 12.08.2017 issued by the State Government, has been declared as Gurugram Metropolitan Area. The land described as aforesaid vests in the GMDA under the provisions of the Act of 2017.

AND WHEREAS the Licensee has applied to GMDA, for permission to construct an access road on GMDA land with necessary provision for drainage, road signs and marking to their property located Khasra No. 71//9/1/1, village Hayatpur, Sector - 89, Gurugram

NOTARY Mahender S. Punia Gurugram Regn. No. 3999 GOVT. OF INDIA

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more particularly described in the Schedule annexed hereto and shown in the drawing attached here to (hereinafter referred to as "the said land").

AND WHEREAS GMDA have agreed to grant such permission on the following terms and conditions: Now, this Agreement witness that, in consideration of the terms and conditions hereinafter contained to be observed and performed by the licensee, GMDA hereby grants to the licensee, permission to construct an access road to the said premises as per approved drawing attached subject to the following terms and conditions, namely:

1. That the said access road shall not be brought into use after its completion until GMDA grants a completion certificate after satisfying itself that the access road has been completed as per the sanctioned drawings and specifications and issue duly signed License Deed.

2. That on the completion of the said work, that part of the access road, which lies within the limits of GMDA road including land in the right of way along the road together with any culvert of drain therein constructed shall be and remain the absolute property of GMDA to be used as a public access road whether by the licensee or any other person for ingress and egress.

3. The licensee shall at his own cost keep the said access road, and any culvert of drain therein, in proper repair and condition to the satisfaction of GMDA.

4. That whenever GMDA establishes a green space or service road along the road from which access permission is granted, the licensee shall be directed to remove, at his own cost, the said access road or any drainage work constructed in connection therewith and restore the land to its original condition when required by GMDA or by any person duly authorized on its behalf. The Licensee shall not be entitled to any compensation on account of such removal and restoration except the refund of lease money for the balance period of lease, if any. Ingress and egress required thereafter shall be taken from the service road only.

5. That within three months' notice given by GMDA to the licensee in this behalf, the licensee shall at his own cost remove the said access road or any drainage work constructed in connection therewith and restore the land to its original condition when required by GMDA or by any person duly authorized on its behalf. The Licensee shall not be entitled to any compensation on account of such removal and restoration.

6. That the access road shall not be used for any purpose other than that ingress and egress i.e. access from the premises of the licensee on to GMDA road. If the said access road is found to be used for purpose besides or other than access, the access permission granted shall be cancelled after a notice of 3 days to the licensee to cure the breach.

7. That the licensee shall not, without the prior permission in writing of GMDA, extend/alter/modify the access road or any culvert of drainage thereon.

8. That the Licensee shall at all times permit any officer or authorized agent of GMDA to inspect the said access road including any culvert or drainage therein. The licensee shall keep the said access road clear and shall not be entitled to impede easement on the access road for any person.

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9. That licensee shall not have the right to object to the construction of a green space, any future extension or improvement of service road or main carriageway, carrying of any public utilities in connection with access road.

10. That the licensee shall pay the lease charges as demanded by GMDA.

11. That the permission granted by this license shall not in any way be deemed to convey to the licensee any right into or over or any interest in land, road or property owned by or under the control and management of GMDA other than the access herein expressly granted.

12. That in case the said access road is damaged or removed due to any action by or on behalf of GMDA in general public interest, the licensee shall not be entitled to claim any right to construct another access road in lieu of that destroyed.

13. That during the subsistence of this license, the said access road including the road drainage shall be deemed to have been constructed only with the consent and permission of GMDA and the right of the licensee to use the same shall not become absolute and indefensible by mere lapse of time.

14. That, if the licensee fail to execute any work which he has agreed to under this agreement to the full satisfaction of GMDA, the work may be executed by GMDA at the cost of licensee; and the expenditure incurred shall be recoverable from the licensee under the provisions of GMDA Act without prejudice to any other remedies which may be open to GMDA in this behalf.

15. That this agreement shall remain in force for two years from the date of execution in the first instance and may be terminated by a notice of 2 months. The access permission may be renewed at the sole discretion of GMDA on the expiry of the period of one year. In case the agreement is terminated, the access road shall be removed and access to the property of the licensee shall be provided from the service road only.

16. That the license hereby granted shall not be transferable.

17. That the licensee shall bear the cost of execution of this agreement.

18. Notwithstanding anything contained in clause 1, this license can be cancelled at any time by GMDA for breach of any of the terms and conditions of the license and the licensee shall not be entitled to any compensation for loss caused by such cancellation nor shall be absolved from any liability already incurred by him under this agreement or likely to be incurred on such cancellation.

19. The licensee shall at his own cost remove the access road lying within the boundary of the land owned or controlled or managed by GMDA and restore the land to its original condition. In the event of licensee refusing to do so, the restoration of the land to its original condition shall be done by GMDA, at the cost of licensee and the expenditure so incurred shall be recoverable from the licensee, without prejudice to any other remedies, under the provisions of the Act of 2017.

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20. The licensee may apply for the renewal of the license at least 2 months before the date of expiry of agreement by depositing the charge/renewal fee equal to 10% of the access charges or as determined by CEO, GM DA. If licensee does not renew the license within the stipulated time period in this clause, then the existing permission shall stand cancelled and the licensee has to apply afresh with all charges as a new application for access permission.

21. All care should be taken to protected the existing utility if any, and you will have not any objection if utility work is to be executed by GMDA in future.

22. That the cross drainage will be provided at cost of licensee.

23. That the ground level of approach road should be kept 300mm down from the metal level of the road and the side drain should be got inspected from the GMDA authority during the construction of side drain.

24. That the approach road constructed on land belonging to or under the control and management of GMDA will be and remain the property of GMDA and the Chief Executive Officer or any officer of GMDA authorized by Chief Executive Officer will have right to remove the access/approach without any further notice, whenever required, for any public purpose.

25. That there should be no encroachment on land belonging to or under the control and management of GMDA in shape of fencing or boundary wall or any other construction, whether temporary or permanent, without the specific approval of the Chief Executive Officer or any officer of GMDA authorized by Chief Executive Officer.

26. That the service lane/road shall be constructed by you as per plan approved by the engineer-in-charge of GMDA under the supervision of authorized officer of GMDA concerned as per approved drawing.

27. That the Licensee should not use the land for advertisement or hoarding in any form or manner and any violation in this respect shall result in the termination of this agreement and the taking of consequential action by GMDA without further notice

28. That an appropriate entry and exit sign board as approved by the authorized officer of GMDA shall be put up to guide vehicles during the day and should be properly lit to guide them at night as per IRC norms.

29. The approved building plans shall be followed and there is no hindrance to the Infrastructure laid down by the Govt. and the provisions of FDP GMUC 2031 AD are not violated.

30. This access would be subject to the entry and exit access design as per the approval of GMDA and prepared by renowned consultants in the field of road safety and engineering conforming to IRC Manual. Road safety measures as per applicable rules e.g. IRC etc. shall be followed

31. In addition to the above clauses, the situations given herein below would be treated as breach and violation of the license agreement and GMDA would be within its right to terminate the agreement and cancel the access permission so granted:

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i) Non-maintenance of deceleration lane, acceleration lane service road, drainage system, channels, road markings, road signs, traffic signs and other traffic control devices in good operating condition (as specified above)

ii) Not rectifying shortcomings, deficiencies or additionalities within the specified period as directed by GMDA, from time to time.

32. In case any violation is detected at any time regarding any of the conditions imposed in this agreement then it is subject to be summarily withdrawn. The original of this Agreement shall be retained by the Licensee and GMDA shall retain certified true copy of this Agreement.

IN WITNESS WHEREOF this agreement is executed in two parts by the parties hereto on the date first above mentioned.

GODREJ PROPERTIES LTD.

Authorized Signatory

Signed by the licensee/Licensees

Signed by authorized officer on behalf of GMDA

SCHEDULE-

DETAILS OF PROPERTY FOR WHICH ACCESS PERMISSION IS SOUGHT:

ACCESS TO ROAD BETWEEN SECTORS/AREAS: Khasra No. 71//9/1/1, Village Hayatpur, Sector - 89, Gurugram

In presence of

1. Witness

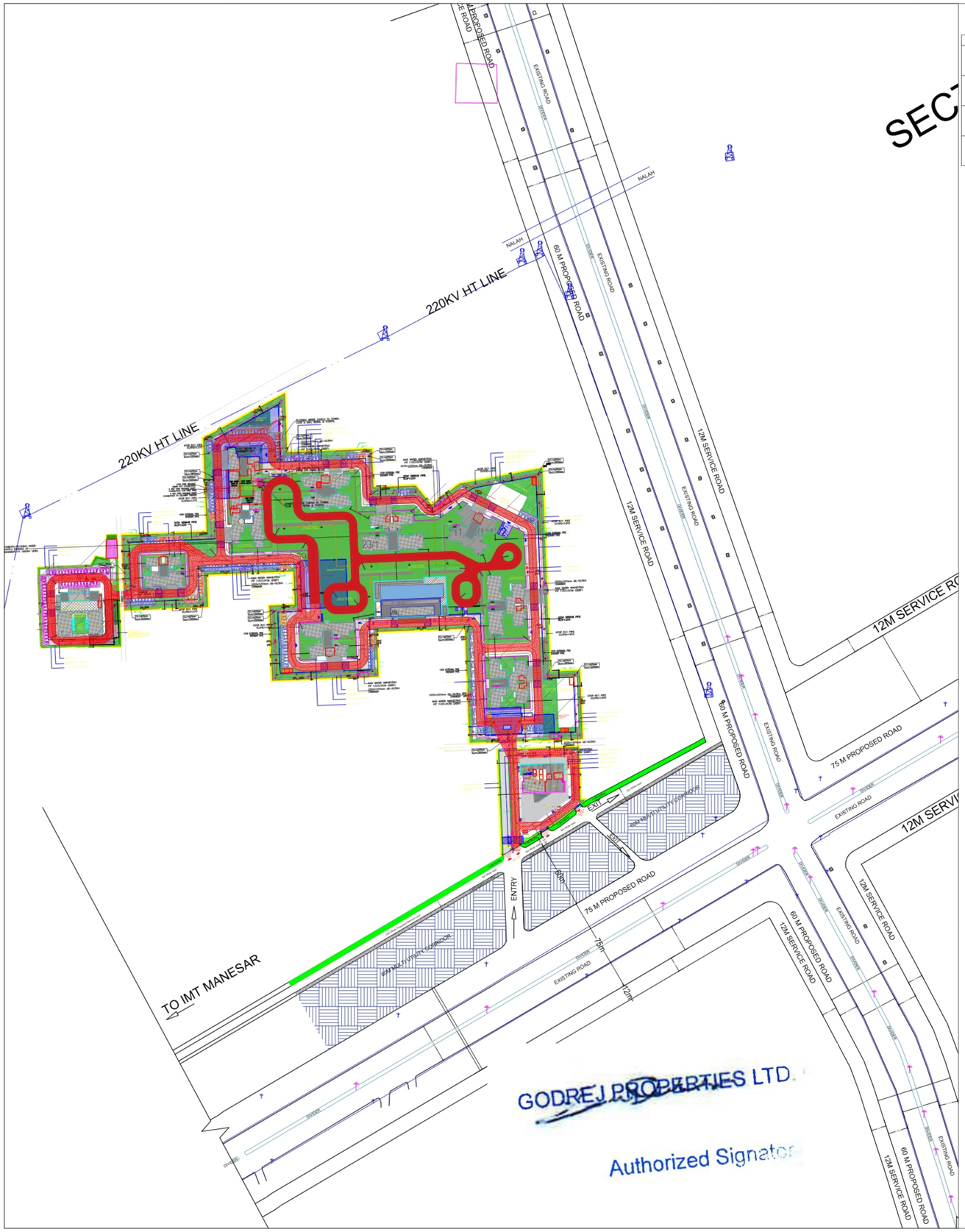
2. Witness

NOTARY
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Gurugram
Regn. No. 3999
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ATTESTED
MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Gurugram (Haryana) India

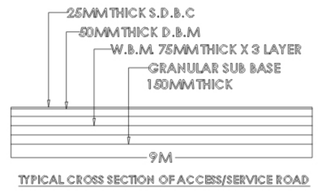
16 OCT 2024

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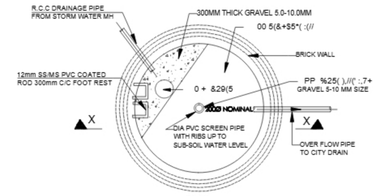


SEC

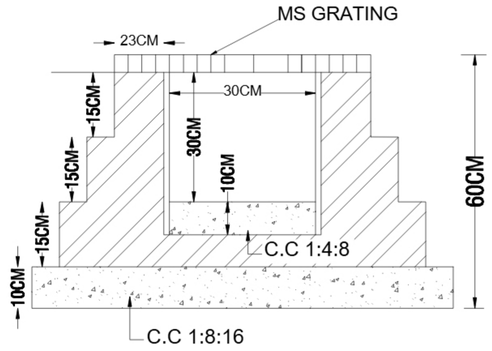
SIGNAGES:-			
(A) SIDE ROAD		(D) NO PARKING	
(B) ON WAY		(E) NO RIGHT TURN	
(C) NO ENTRY		(F) NO LEFT TURN	
		GIVE WAY	



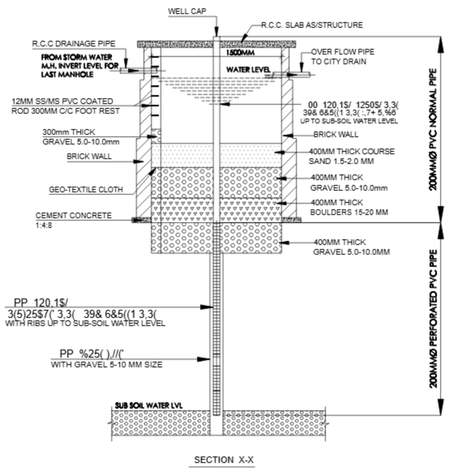
TYPICAL CROSS SECTION OF ACCESS/SERVICE ROAD

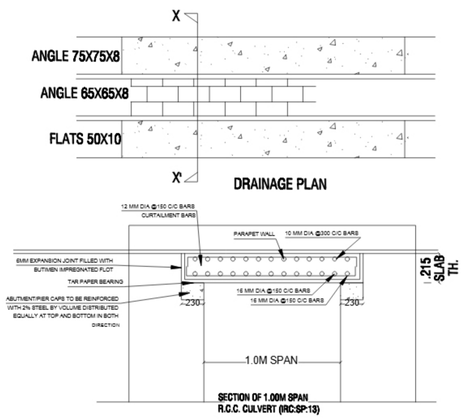


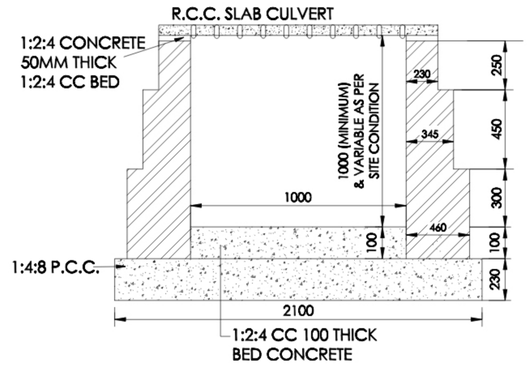
RAIN WATER HARVESTING PIT
STANDARD DETAIL



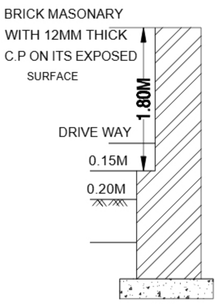
SECTION THROUGH SHALLOW DRAIN

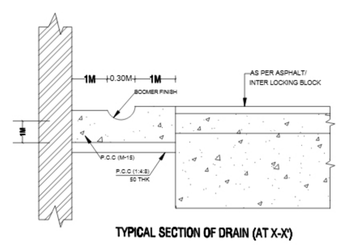




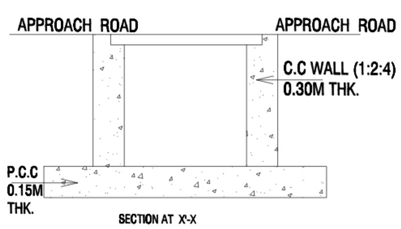


CULVERT DETAIL





TYPICAL SECTION OF DRAIN (AT X-X')



SECTION AT X'-X

Access Plan For Godrej Properties Ltd., 3rd Floor, MU House, Tower-A, Plot No. 35, Sector 44, Gurugram-122002 for setting up of Mixed Land Use Colony 9(5% Residential &%5 Commercial) under TOD policy over an area measuring 14.20625 acre ni the revenue estate of village Hayatpur, Sector-89, Gurugram Manesar Urban Complex.

HIGHWAY NOTES:-

1.CERTIFIED THAT ALL CLEARANCES/APPROVALS FROM
2.MOP/IRC AND OTHER GOVT. BODIES BEING OBTAINED.
3.NO COURT CASE IS PENDING IN ANY COURT OF INDIA.
4.ADEQUATE ARRANGEMENT FOR DRAINAGE SHALL BE PROVIDED.
5.ADEQUATE NO. OF FIRE EXTINGUISHERS FIRE BUCKETS ALONG WITH NO SMOKING SIGN BOARD SHALL BE INSTALLED.

N

SCALE :	N.T.S
DATE :	
DRAWING NO.	
DRAWN BY.	

Vikas Malik
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Gurugram Metropolitan Development Authority