Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 28/09/2023

Certificate No. G02820231495

GRN No. 107684934

Stamp Duty Paid : ₹ 101 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Four s Developers Pvt ltd

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 93******82

Buyer / Second Party Detail

Name : Dtcp Haryana

H.No/Floor : 18 Sector/Ward : 18a LandMark : Madhya marg

City/Village: Chandigarh District : Chandigarh State : Haryana

Phone : 93******82

Purpose : AGREEMENT

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

LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENSE FOR SETTING UP AN AFFORDABLE GROUP HOUSING COLONY.

This Agreement is made on this 27th day of September 2023.

BETWEEN

M/S 4 S DEVELOPERS PVT. LTD., a company incorporated under the Indian company act 2013, having its office situated at retail unit IX -63, first floor, ILD Trade Centre , Sector-47, Gurugram-122018, Haryana through its authorized signatory Sh. Bhagat Ram S/O Sh. Ved Ram, R/O Village Kharoda, Daula(197), Gurugram, Haryana (having Aadhar No. 4058 2085 0197), authorized vide board resolution dated 5/07/2023, in his favour (hereinafter called as "Owner/Developer which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns nominees and permitted assignees) of the ONE PART.

And

For 4S Developers Pvt. Ltd.

Authorised Signatory

NOTARY
RAM NIWAS MALIK
GURUGRAM
Reg. No. 8224
GOVT. OF INDIA

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

In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules. 1976 thereinafter referred to as the said "Rules and the conditions laid down therein for grant of license, 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 Colony on the land measuring land measuring 9.684 Ares in revenue estate of village Dhunela, Sec-36, Sohna, Gurugram, Haryana India.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Colony on the land mentioned in Annexure beret on the fulfilment of all conditions laid down in Rule -11 of the Haryana Development and Regulation at Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-

1. That the Owner/Developer shall abide by the provisions of the Haryana Development and regulation of Urban Areas Act. 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976. Haryana Apartment Ownership Act,1983. Haryana Apartment Ownership Rules, 198,. Haryana Building 2017 as amended from time to time, and policies issued thereunder from time to time.
2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.

3. 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.

4. 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 HSVP 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 HSVP.

5. That the owner/Developer shall deposit 30% of the amount realized by it from the Flat Holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Hank and that this amount shall only

For 4S Developers Pvt. Ltd.

Authorised Signatory

RAM NIWAS MALIK
GURUGRAM
Reg. No 2324

be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

6. That the Owner/Developer shall pay the proportionate EDC at the tentative rate of Rs. 93.687 Lacs/acre (Total: Rs 870.974 Lacs for Affordable Group Housing Component) for colony (other than commercial) component and Rs. 437.517 Lacs/ acre (Total Rs.169.477 Lacs for Commercial component) for commercial component. These charges shall be payable to Director. Town and Country Planning. Haryana, online either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each.

7. Balance ninety Percent in nine equated six monthly installments along with interest at the rate of 12% per annum which shall he charges on the unpaid portion of amount worked out at the tentative rate of Rs 93.687 Lacs per gross acre of total colony (other than commercial component) and Rs. 437.517 Lac per gross acre for commercial component. However, as the time of grant of occupation certificate nothing will be due on account of EDC.

8. That the Owner shall pay the EDC as per schedule date and time and when demand by the DTCP, Haryana.

9. 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 licence and shall furnish and Additional Bank Guarantee if any, on the enhanced EDC rates.

10. 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.

11. 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 date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.

12. In case HSVP executed 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 licence period and the Owner Developer shall be bound to make the payment within the period so specified.

13. The Owner Developer shall arrange the electric connection from outside source for electrification of their said 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

NOTARY RAM NIWAS MALIK GURUGRAM Reg. No. 8224 GOVT. OF INDIA

For 4S Developers Pvt. Ltd.

Authorised Signatory

distribution infrastructure as per the peak load requirement of the said 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 colony.

14. No third party rights shall be created without getting the prior permission of the Director. Town and Country Planning, Haryana Chandigarh.

15. The Owner /Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.

16. That the Owner Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provision.
17. That the Owner/Developer shall complete the Internal Development Work within four years of the grant of licence.

18. That the rates schedule, terms and condition of EDC as mention above may be revised by the Director during the licence 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 licence.

19. That the Owner/Developer shall permit the Director or any other Office authorized by him in this behalf to inspect the execution of the development works in the said 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 licence granted.

20. 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.

21. 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 live years from the date of the issuance of completion certificate under rule 16 of the Rules 1976, unless earlier relieved of this responsibility, upon which the owner/ developer 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.

22. Provided always and it is hereby agreed that if the Owner/ Developer shall commit any breach of the terms and conditions of this Agreement or violate any

NOTARY RAM NIWAS MALIK GURUGRAM Reg. No. 8224 GOVT. OF INDIA

For 4S Developers Pvt. Ltd.

Authorised Signatory

provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to Owner/Developer.

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

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

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

For 4S Developers Pvt. Ltd.

Authorised Signatory

Witnesses:

1.

Authorised signatory On behalf of the Owner/ Developer.

2.

Director Town & Country Planning Haryana. Chandigarh For & on behalf of the Governor of Haryana.

ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA

NOTARY
RAM NIWAS MALIK
GURUGRAM
Reg. No. 8224
GOVT. OF INDIA