162

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 21/04/2023

Certificate No. G0U2023D4379 *G0U2023D4379*

GRN No. 101766530 *101766530*

Stamp Duty Paid : (Rs. Only) ₹ 101

Penalty : (Rs. Zero Only) ₹ 0

Seller / First Party Detail

Name: Tarc Limited

H.No/Floor : C3 Sector/Ward : Na LandMark : Qutab institutional area

City/Village : Katwaria sarai District : New delhi State : Delhi

Phone: 83******91

Buyer / Second Party Detail

Name : Directorate of Town and country Planning

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

City/Village: Gurgaon District : Gurgaon State : Haryana

Phone : 88******47

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

[See Rule 11]

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

This Agreement is made on this ~~24th~~ 05th July, 2023. day of ~~April, 2023.~~

Director General
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorised Signatory

Between

M/s TARC Limited, having its registered office at 2nd Floor, C-3, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016,(hereinafter which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorised signatory namely Mr.RAJEEV TREHAN.

And ..... **Of the ONE PART**

The GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

..... **Of the OTHER PART**

And 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 " HDDRUA Rules"), one of the conditions laid down therein for grant of license, is that the Owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up Group Housing Colony on the land measuring 6.95 Acres, Village Maidawas, falling in the revenue estate of Sector 63A, Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 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 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 follow:-

(a) That the Owner shall deposit 30% amount realized by him from 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 towards meeting the cost of internal development works and construction works in the Group Housing Colony. N.A.

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

(i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 312.289 per gross acre for 6.91525 acres residential component and @ Rs. 416.385 lakhs for 0.03475 acres commercial component. These charges shall by payable to Haryana Urban Development Authority through the Director Town Country Planning Haryana either in lump-sum within 30 days from the date of grant License or in ten equal six monthly instalments of 10% each i.e.

(a) First instalment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

(b) Balance 90% in nine equal six monthly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 312.289 per gross acre for residential component and Rs. 416.385 lakhs per

Director General
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorised Signatory

gross acre for commercial component in the Group Housing Colony. However, at the time of grant of occupation permission nothing will be due on account of EDC.

(e) That the Owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.

(d) That the Owner shall specify the detail of calculation per sq.mts. / per sq.ft. which is being demanded from the Plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.

(ii) That the EDC rates for Gurgaon- Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon. There is a likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates. the colonizer/owner shall pay the enhanced rate of EDC and the interest on instalments, if any from the date of grant of license and shall furnish additional Bank Guarantee, if any on the enhanced EDC.

(iii) In case the colonizer 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.

(iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments one due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable up to a period of 3 months and additional 3 months with the permission DTCP

(v) In case the Haryana Urban Development Authority (HSVP) executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lumpsum even before the completion of five year period and the colonizer shall be bound to do so.

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

(vii) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN. the Director shall recover the cost from the Owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the electrical (distribution services plan/ estimates) approved from the agency responsible for installation of external services i.e. HVPN UHBVNL DHBVNL, and complete the same before obtaining completion certificate for the colony.

(viii) No External Development Charges would be recovered from the Economically Weaker Sections (EWS) Lower income Groups (LIG) categories of allottees.

Director General
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorised Signatory

(e) That the Owner shall be responsible for the maintenance and up-keep 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.

(f) That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost School, hospitals community centre 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 school, 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 conditions as it may lay down.

(g) No third-party rights will be created without obtaining the prior permission of the TCP.All the community building will be got constructed by the colonizer within a period of three years from the date of grant of license.

(h) 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.

(i)) That the Owner shall complete the internal Development Works within two years of the grant of license.

(j) That the owner undertakes to pay proportionate External Development Charges (EDC) for the areas earmarked for Group Housing Scheme as per rate schedule terms and conditions given in Clause-1 (b) of the agreement.

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

(ii) That in case of Group Housing, adequate accommodation shall be provided for domestic sewants and other service population and 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. ft. which will cater to the minimum size of the room along with bath and WC.

(iii) 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.

(iv) That the Owner shall deposit infrastructure development charges @ Rs. 625/ Sq Mtr for group housing area and Rs. 1000/- per sq. mtr. of the 0.5% commercial

Director General
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorised Signatory

component in two equal instalments. The first instalment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second instalment within six month from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of instalments.

(k) 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 the proper development of the colony.

(l) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works In the plotted/ group housing colony and the colonizer 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 license granted.

(m) That without prejudice to anything contained in this agreement all provisions contained in the Act and Rules shall be binding on the owner.

(n) That the owner shall give the requisite land for 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

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

3. Upon cancellation of the licence 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 events shall stand forfeited in favour of the Director.

4. The stamp and registration charges on this deed shall be borne by the owner.

5. The expression that 'owner' herein before used shall include his hiers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner release the

Director General
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorised Signatory

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 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 unrealized 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 issue 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

7. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

8.That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.

9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/developer.

10.The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

IN WINTESS WHEREOF THE COLONISER AND DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

For TARC LIMITED

Witness:

1

Ashish Ahlawat
1504 Sector-17/C
Gurugram.

2.

Rohit Kumar
VPO Khaika, Sohna.

Owner/Developer

Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Authorised Signatory

DIRECTOR
FOR AND BEHALF OF THE GOVENOR OF HARYANA

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 17/01/2025

Certificate No. G0Q2025A1482

GRN No. 126824103

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

Seller / First Party Detail

Name: Tarc Limited

H.No/Floor : C3 Sector/Ward : Na LandMark : Qutab institutional area

City/Village : Katwaria sarai District : New delhi State : Delhi

Phone: 95******62

Buyer / Second Party Detail

Name : Directorate of Town and Country planning

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

City/Village : Gurugram District : Gurugram State : Haryana

Phone : 83******91

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

[See Rule 11]

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

This Agreement is made on this 29th day of January, 2025.

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

Between

M/s TARC Limited, having its registered office at 2nd Floor, C-3, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016, (hereinafter which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorised signatory namely Mr. Ajay Singh Pathania.

..... **Of the ONE PART**

And

The GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

..... **Of the OTHER PART**

And 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 " HDDRUA Rules"), one of the conditions laid down therein for grant of license, is that the Owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up Group Housing Colony on the land measuring 1.26875 Acres, Village Maidawas, falling in the revenue estate of Sector 63A, Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1 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 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 follow: -

(a) That the Owner shall deposit 30% amount realized by him from 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 towards meeting the cost of internal development works and construction works in the Group Housing Colony.

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

(i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 312.289 per gross acre for 1.26245 acres residential component and @ Rs. 416.385 lakhs for 0.0063 acres commercial component. These charges shall by payable to Haryana Urban Development Authority through the Director Town Country Planning Haryana either in lump-sum within 30 days from the date of grant License or in ten equal six-monthly instalments of 10% each i.e.

VETTED

Director
Town & Country Planning
Haryana, Chandigarh

(a) First instalment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

(b) Balance 90% in nine equal six-monthly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 312.289 per gross acre for residential component and Rs. 416.385 lakhs

For TARC LIMITED

Authorized Signatory

per gross acre for commercial component in the Group Housing Colony. However, at the time of grant of occupation permission nothing will be due on account of EDC.

(e) That the Owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.

(d) That the Owner shall specify the detail of calculation per sq.mts. / per sq.ft. which is being demanded from the Plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.

(ii) That the EDC rates for Gurgaon- Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon. There is a likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates. the colonizer/owner shall pay the enhanced rate of EDC and the interest on instalments, if any from the date of grant of license and shall furnish additional Bank Guarantee, if any on the enhanced EDC.

(iii) In case the colonizer 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.

(iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments one due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable up to a period of 3 months and additional 3 months with the permission DTCP

(v) In case the Haryana Urban Development Authority (HSVP) executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lumpsum even before the completion of five year period and the colonizer shall be bound to do so.

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

(vii) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN. the Director shall recover the cost from the Owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the electrical (distribution services plan/ estimates) approved from the agency responsible for installation of external services i.e. HVPN UHBVNL DHBVNL, and complete the same before obtaining completion certificate for the colony.

VETTED

Director
Town & Country Planning
Haryana, Chandigarh

(viii) No External Development Charges would be recovered from the Economically Weaker Sections (EWS) Lower income Groups (LIG) categories of allottees.

For TARC LIMITED

Authorized Signatory

(e) That the Owner shall be responsible for the maintenance and up-keep of all roads open spaces. public parks and public health services for a period of five vears 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.

(f) That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost School, hospitals community centre 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 school, 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 conditions as it may lay down.

(g) No third-party rights will be created without obtaining the prior permission of the TCP.All the community building will be got constructed by the colonizer within a period of three years from the date of grant of license.

(h) 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.

(i)) That the Owner shall complete the internal Development Works within two years of the grant of license.

(j) That the owner undertakes to pay proportionate External Development Charges (EDC) for the areas earmarked for Group Housing Scheme as per rate schedule terms and conditions given in Clause-1 (b) of the agreement.

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

(ii) That in case of Group Housing, adequate accommodation shall be provided for domestic sewants and other service population and 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. ft. which will cater to the minimum size of the room along with bath and WC.

VETTED BY

Director
Town & Country Planning
Haryana, Chandigarh

(iii) 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.

(iv) That the Owner shall deposit infrastructure development charges @ Rs. 625/ Sq Mtr for group housing area and Rs. 1000/- per sq. mtr. of the 0.5% commercial

For TARC LIMITED

Authorized Signatory

component in two equal instalments. The first instalment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second instalment within six month from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of instalments.

(k) 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 the proper development of the colony.

(l) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works In the plotted/ group housing colony and the colonizer 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 license granted.

(m) That without prejudice to anything contained in this agreement all provisions contained in the Act and Rules shall be binding on the owner.

(n) That the owner shall give the requisite land for 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

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

3. Upon cancellation of the licence 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 events shall stand forfeited in favour of the Director.

4. The stamp and registration charges on this deed shall be borne by the owner.

Director
Town & Country Planning
Haryana, Chandigarh

5. The expression that 'owner' herein before used shall include his hiers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner release the

For TARC LIMITED

Authorized Signatory

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 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 unrealized 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 issue 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

7. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

8.That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.

9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/developer.

10.The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

VETTED DMHQ

Director
Town & Country Planning
Haryana, Chandigarh

IN WINTESS WHEREOF THE COLONISER AND DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

Witness:
1
Rajendra Singh Negi
Plot.No.19and20 Mohan Garden
Uttamnagar.N.D-110059

For TARC LIMITED
Owner/Developer
Authorized Signatory

Authorised Signatory

DIRECTOR
FOR AND BEHALF OF THE GOVENOR OF HARYANA

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/05/2025

Certificate No. G0H2025E3801

GRN No. 132026646

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Tarc Limited

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

City/Village : Na District : Na State : Na

Phone: 95******62

Buyer / Second Party Detail

Name : Directorate of town And Country planning

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

City/Village: Na District : Na State : Na

Phone : 83******91

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

[See Rule 11]

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

This Agreement is made on this 13th day of June, 2025

VETTED DDA (HQ)

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

Between

M/s TARC Limited, having its registered office at 2nd Floor, C-3, Qutab Institutional Area, Katwaria Saral, New Delhi-110016, (hereinafter which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorised signatory namely Mr. Ajay Singh Pathania.

..... Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

.....Of the OTHER PART

And 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 HDDRUA Rules"), one of the conditions laid down therein for grant of license, is that the Owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up Group Housing Colony on the land measuring 0.64375 Acres, Village Maidawas, falling in the revenue estate of Sector 63A, Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. 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 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 follow: -

   (a). That the Owner shall deposit 30% amount realized by him from 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 towards meeting the cost of internal development works and construction works in the Group Housing Colony.

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

   (i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 374.748 per gross acre for 0.64053 acres residential component and @Rs. 499.664 lakhs for 0.00322 acres commercial component. These charges shall by payable to Haryana Urban Development Authority through the Director Town Country Planning Haryana either in lump-sum within 30 days from the date of grant License or in ten equal six-monthly instalments of 10% each i.e.

   (a) First instalment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

VETTED DDA (HQ)

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

(b) Balance 90% in nine equal six-monthly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 374.748 per gross acre for residential component and Rs. 499.664 lakhs per gross acre for commercial component in the Group Housing Colony, However, at the time of grant of occupation permission nothing will be due on account of EDC.

(e) That the Owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.

(d) That the Owner shall specify the detail of calculation per Sq. Mtr./per sq. Ft. which is being demanded from the Plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.

(ii) That the EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon. There is a likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates, the colonizer/owner shall pay the enhanced rate of EDC and the interest on instalments, if any from the date of grant of license and shall furnish additional Bank Guarantee, if any on the enhanced EDC.

(iii) In case the colonizer 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.

(iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments one due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable up to a period of 3 months and additional 3 months with the permission DTCP

(v) In case the Haryana Urban Development Authority (HSVP) executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lumpsum even before the completion of five-year period and the colonizer shall be bound to do so.

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

(vii) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN) the Owner fails to seek electric connection from HVPN. the Director shall recover the cost from the Owner and deposit the same with the HVPN, However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the electrical (distribution services plan/ estimates) approved from the agency

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

responsible for installation of external services i.e. HVPN UHBVNL DHBVNL, and complete the same before obtaining completion certificate for the colony.

(viii) No External Development Charges would be recovered from the Economically Weaker Sections (EWS) Lower income Groups (LIG) categories of allottees

(e) That the Owner shall be responsible for the maintenance and up-keep 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.

(f) That the Owners shall construct at his own cost or get constructed by any other institution or Individual at its own cost School, hospitals community centre 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 school, 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 conditions as it may lay down.

(g) No third-party rights will be created without obtaining the prior permission of the TCP All the community building will be got constructed by the colonizer within a period of three years from the date of grant of license.

(h) 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.

(i) That the Owner shall complete the internal Development Works within two years of the grant of license.

(j) That the owner undertakes to pay proportionate External Development Charges (EDC) for the areas earmarked for Group Housing Scheme as per rate schedule terms and conditions given in Clause-1 (b) of the agreement.

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

(ii) That in case of Group Housing, adequate accommodation shall be provided for domestic sewants and other service population and 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. ft. which will cater to the minimum size of the room along with bath and WC.

ATTESTED DDA (HQ)

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

(iii) 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.

(iv) That the Owner shall deposit infrastructure development charges @ Rs. 625/5q Mtr for group housing area and Rs. 1000/- per sq. mtr. of the 0.5% commercial component in two equal Instalments. The first instalment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second instalment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of instalments.

(k) 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 the proper development of the colony.

(l) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/ group housing colony and the colonizer 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 license granted.

(m) That without prejudice to anything contained in this agreement all provisions contained in the Act and Rules shall be binding on the owner.

(n) That the owner shall give the requisite land for 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

DDA (HQ)

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

3. Upon cancellation of the licence 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 events shall stand forfeited in favour of the Director.

Director
Town & Country Planning
Haryana, Chandigarh

4. The stamp and registration charges on this deed shall be borne by the owner.

5. The expression that 'owner' herein before used shall include his hiers, legal representatives, successors and permitted assigns.

For TARC LIMITED

Authorized Signatory

6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof 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 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 unrealized 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 issue 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

7. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

8. That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.

9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/developer.

10. The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

IN WINTESS WHEREOF THE COLONISER AND DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

Witness:

1 Rajendra Singh Negi
Plot. No. 19 and 20
Block, Mohan Garden
Uttam Nagar-110059

Director
Town & Country Planning
Haryana, Chandigarh

Owner / Developer
For TARC LIMITED
Authorized Signatory
Authorized Signatory

DIRECTOR
FOR AND BEHALF OF THE GOVERNOR OF HARYANA

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/05/2025

Certificate No. G0H2025E3813

GRN No. 132026763

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Tarc Limited

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

City/Village : Na District : Na State : Na

Phone: 95******62

Buyer / Second Party Detail

Name : Directorate of town And Country planning

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

City/Village: Na District : Na State : Na

Phone : 83******91

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

VETTED DDA (HQ)

LC-IV

[See Rule 11]

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY

This Agreement is made on this 17th day of June, 2025

Director
Town & Country Planning
Haryana, Chandigarh

For TARC LIMITED

Authorized Signatory

Between

M/s TARC Limited, having its registered office at 2nd Floor, C-3, Qutab Institutional Area, Katwaria Saral, New Delhi-110016, (hereinafter which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorised signatory namely Mr. Ajay Singh Pathania.

..... Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

.....Of the OTHER PART

And 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 HDDRUA Rules"), one of the conditions laid down therein for grant of license, is that the Owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up Group Housing Colony on the land measuring 0.278 Acres, Village Maidawas, falling in the revenue estate of Sector 63A, Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. 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 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 follow: -

   (a). That the Owner shall deposit 30% amount realized by him from 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 towards meeting the cost of internal development works and construction works in the Group Housing Colony.

   VETTED DDA (HQ)

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

   (i) That the Owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 374.748 per gross acre for 0.27661 acres residential component and @Rs. 499.664 lakhs for 0.00139 acres commercial component. These charges shall by payable to Haryana Urban Development Authority through the Director Town Country Planning Haryana either in lump-sum within 30 days from the date of grant License or in ten equal six-monthly instalments of 10% each i.e.

   Director Town & Country Planning Haryana, Chandigarh

   (a) First instalment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

   For TARC LIMITED

   Authorized Signatory

(b) Balance 90% in nine equal six-monthly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 374.748 per gross acre for residential component and Rs. 499.664 lakhs per gross acre for commercial component in the Group Housing Colony, However, at the time of grant of occupation permission nothing will be due on account of EDC.

(e) That the Owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.

(d) That the Owner shall specify the detail of calculation per Sq. Mtr./per sq. Ft. which is being demanded from the Plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.

(ii) That the EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 plans are under review and are likely to be finalized soon. There is a likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates, the colonizer/owner shall pay the enhanced rate of EDC and the interest on instalments, if any from the date of grant of license and shall furnish additional Bank Guarantee, if any on the enhanced EDC.

(iii) In case the colonizer 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.

(iv) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments one due date an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable up to a period of 3 months and additional 3 months with the permission DTCP.

VETTED DDA (HQ)

(v) In case the Haryana Urban Development Authority (HSVP) executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the balance amount of EDC in lumpsum even before the completion of five-year period and the colonizer shall be bound to do so.

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

Director
Town & Country Planning
Haryana, Chandigarh

(vii) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN. the Director shall recover the cost from the Owner and deposit the same with the HVPN, However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the electrical (distribution services plan/ estimates) approved from the

For TARC LIMITED

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agency responsible for installation of external services i.e. HVPN UHBVNL DHBVNL, and complete the same before obtaining completion certificate for the colony.

(viii) No External Development Charges would be recovered from the Economically Weaker Sections (EWS) Lower income Groups (LIG) categories of allottees

(e) That the Owner shall be responsible for the maintenance and up-keep 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.

(f) That the Owners shall construct at his own cost or get constructed by any other institution or Individual at its own cost School, hospitals community centre 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 school, 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 conditions as it may lay down.

(g) No third-party rights will be created without obtaining the prior permission of the TCP All the community building will be got constructed by the colonizer within a period of three years from the date of grant of license.

(h) 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.

(i) That the Owner shall complete the internal Development Works within two years of the grant of license.

(j) That the owner undertakes to pay proportionate External Development Charges (EDC) for the areas earmarked for Group Housing Scheme as per rate schedule terms and conditions given in Clause-1 (b) of the agreement.

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

Director
Town & Country Planning
Haryana, Chandigarh

(ii) That in case of Group Housing, adequate accommodation shall be provided for domestic sewants and other service population and 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. ft. which will cater to the minimum size of the room along with bath and WC.

For TARC LIMITED

Authorized Signatory

(iii) 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.

(iv) That the Owner shall deposit infrastructure development charges @ Rs. 625/Sq Mtr for group housing area and Rs. 1000/- per sq. mtr. of the 0.5% commercial component in two equal Instalments. The first instalment of the infrastructure development charges would be deposited by the Owner within sixty days from the date of grant of the license and the second instalment within six months from the date of grant of the license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of instalments.

(k) 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 the proper development of the colony.

(l) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/ group housing colony and the colonizer 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 license granted.

(m) That without prejudice to anything contained in this agreement all provisions contained in the Act and Rules shall be binding on the owner.

(n) That the owner shall give the requisite land for 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. That the Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

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

3. Upon cancellation of the licence 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 events shall stand forfeited in favour of the Director.

Director
Town & Country Planning
Haryana, Chandigarh

4. The stamp and registration charges on this deed shall be borne by the owner.

5. The expression that 'owner' herein before used shall include his hiers, legal representatives, successors and permitted assigns.

For TARC LIMITED

Authorized Signatory

6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof 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 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 unrealized 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 issue 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

7. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get automatically credited to the EDC head in state treasury.

8. That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipts in the government treasury against EDC dues.

9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from owner/developer.

10. The implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC instalment that are due for payment get paid as per the prescribed schedule.

IN WINTESS WHEREOF THE COLONISER AND DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

Director
Town & Country Planning
Haryana, Chandigarh

Witness:

1

Rajendra Singh Negi
Plot. No. 19 and 20
L Block, Mohan Garden
Uttam Nagar-110059

Owner/Developer

FOR TARC LIMITED

Authorized Signatory

Authorized Signatory

DIRECTOR
FOR AND BEHALF OF THE GOVERNOR OF HARYANA