



हरियाणा HARYANA

AA 578424

FORM LC-IV
(See rule 11)

Agreement by owner of land intending to set up a Industrial Plotted Colony

This Agreement is made on this 15th day of October, 2025

We Advitya Residency LLP represented by its authorized signatory Mukesh Kumar Aggarwal, having its registered office at 202, Vikramaditya Tower, Alaknanda market, Kalkaji, New Delhi, (hereinafter called the "owner") 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.



Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into colony.

And whereas under rule 11, one of the conditions for the grant of license is that the owner shall enter into an agreement for carrying out and completion of development work in accordance with the license finally granted for setting up a Industrial Plotted Colony at Village Khatrika, Tehsil Sohna, Gurgram.

NOW THIS DEED WITNESSETH AS FOLLOWS :

1. In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 by the owner the owner hereby consents as follows: -
 - (a) That the owner shall be responsible for the maintenance and upkeep 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 unless earlier relieved of this responsibility, when the

For ADVITYA RESIDENCY LLP

Authorised Signatory

Director
Town & Country Planning
Haryana

owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.

- (b) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centers and other community buildings on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for schools, hospitals, community centers and other community buildings, in which case the institution including a local authority on such terms and condition as it may lay down.
- (c) That the owner shall deposit seventy percent of the amount realized by them from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
- (d) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with license granted.
- (e) That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
- (f) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner



2. Provided always and it is hereby (agreed) that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to him.

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3. Upon cancellation of the licence under clause above, the action shall be taken as provided in the Haryana Development And Regulation of Urban Areas ACT, 1975 and Rules framed there under and all the subsequent amendments made in the Act & Rules upto dates. The Bank guarantee in that event 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 hirers, legal representatives, successors and permitted assigns.
6. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application In this behalf from the owner release the bank guarantee or part there of 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

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or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

7. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the on-line 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 credited to the EDC head in the State treasury, if applicable.
8. That such 10% of the total receipts from each, payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues, if applicable.
9. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer, if applicable.
10. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/ developer. The owner/ developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.

In witness where of the coloniser and the Director have signed this deed on the day of 2025 above written.

WITNESSE 1.

1.) *Kunal Garg*
126, Ansovat, Ptl.
Signature :
Name :
Date :
Address :

WITNESSE 2.

Signature:

For ADVITYA RESIDENCY LLP

Authorised Signatory

For Advitya Residency LLP

Director
Town & Country Planning
Haryana

Director General
Town and Country Planning,
Haryana, Chandigarh
For and on behalf of the
Governor of Haryana.



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