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1572

Bond		 <b>Indian-Non Judicial Stamp Haryana Government</b> 	Date : 13/11/2024
Certificate No.	G0M2024K2346		Stamp Duty Paid : ₹ 101
GRN No.	123726464		Penalty : ₹ 0
<b>Deponent</b>			<small>(Rs. Only)</small>
Name :	Elan Enclave Pvt Ltd		
H.No/Floor :	15th floor	Sector/Ward :	43
City/Village :	Gurugram	District :	Gurugram
Phone :	95*****59	Landmark :	Two horizon centre dlf phase 5
		State :	Haryana
			
Purpose : AGREEMENT to be submitted at Concerned office			

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

**FORM LC-IV**  
(See Rule-11)



**AGREEMENT BY THE OWNER OF LAND INTENDING TO SET UP**  
**GROUP HOUSING COLONY**

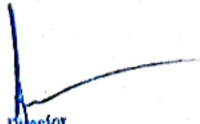
This agreement is made at Chandigarh on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 (Two Thousand and Twenty Four)

**BETWEEN**

**Elan Enclave Private Limited**, a Company registered under the Companies Act, 1956 and existing under Companies Act, 2013 (CIN No. U70109HR2021PTC099477) having registered office at 15<sup>th</sup> Floor, Two Horizon Center, DLF Phase 5, Sector 43, Golf Course Road, Gurugram - 122002 (hereinafter referred to as the Owner/Developer), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its Authorized Signatory **Mr. Gaurav Khandelwal** of the **ONE PART**.

**AND**

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the 'Director') of the **OTHER PART**.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

For ELAN ENCLAVE PRIVATE LIMITED:

  
Authorized Signatories

WHEREAS the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential group housing colony under TOD Policy (with 3.5 FAR) colony;

And Whereas in addition to the agreement executed in pursuance under RULE 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said 'HDRUA Rules'), one of the conditions for the grant of license is that the Owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony under TOD Policy (with 3.5 FAR) colony on the land measuring 5.875 Acres falling in the revenue estate of Village Fazilpur Jharsa & Ghasola, Sector - 49, Gurugram Manesar Urban Complex, District Gurugram, Haryana.

**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 hereto on the fulfillment of all conditions laid down in Rule-11 by the owner, the owner hereby consents as follows:
  - a. That the Owner shall deposit 30% amount realized by him from the flat holders from time to time with in 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 under TOD Policy (with 3.5 FAR) Colony.
  - b. That the owner undertakes to pay proportionate external development Charges (EDC) as per rate, schedule, Terms and Conditions hereto :

For ELAN ENCLAVE PRIVATE LIMITED

Director  
Town & Country Planning  
Haryana, Chandigarh

Authorised Signatories

- i) That owner shall pay the proportionate External Development Charges at the tentative rate of Rs.624.578 Lacs per gross acre for 5.8456 Acres Residential component and @ Rs.972.26 Lacs for 0.0294 Acres Commercial Component. These charges shall be 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 of license or in ten equal six monthly installments of 10% each i.e.:
- First installment 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.
  - Balance 90% in nine equal six monthly installments along with interest at the rate of 12% p.a. which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs.624.578 Lacs per acre for residential component and 972.26 Lacs per gross acre for Commercial component in the Group Housing Colony under TOD Policy (with 3.5 FAR) Colony. However, at the time of grant of Occupation Permission nothing will be due on account of EDC.
  - That the Owner shall pay the EDC as per Schedule Date and time and when demanded by the DTCP, Haryana.
  - That the Owner shall specify the detail of calculation per sq.mtr. / per sq.ft. which is being demanded from the flat owners on account of EDC / IDC if being charged separately as per the rates fixed by the Government.
- ii) That the EDC rates for Gurugram – 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 installment if any from the date of grant of License and shall furnish additional bank guarantee if any on the enhanced EDC.




For Elan Enclave Private Limited

*[Signature]*  
Authorised Signatory

*[Signature]*  
Director  
Town & Country Planning  
Haryana, Chandigarh

- 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 External Development Charges would carry an interest of 12% per annum and in case of any delay in the payment of installments on the 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 three months and an additional three months with the permission of DTCP.
- v) In case the Haryana Shehri Vikas Pradhikaran (HSVP) executes external development works and complete the same before the due date and consequently the require 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 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 Parsaran Nigam (HVPN). If the Owner fails to seek electric connection from HVPN. The Director shall recover the cost from the Owner and deposit it 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) service 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.



  
 Director  
 Town & Country Planning  
 Haryana, Chandigarh

For ELAN ENCLAVE PRIVATE LIMITED

  
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viii) No EDC would be recovered from the EWS 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 five years from the date of issue of the completion Certificate under Rule 16 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) The Owner shall construct at his own cost or get constructed by any other institution or individual at its own cost school, hospital, community center 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 Government free of cost land set apart for school, hospital, community centers and other community buildings in which case the Government shall be 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 right shall be created without obtaining the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. 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 be responsible for the individual plan of the 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.



Director  
Town & Country Planning  
Haryana, Chandigarh

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- j) That the Owner undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Colony under TOD Policy (with 3.5 FAR) scheme as per rates, schedule terms and conditions given in clause -1(b) of agreement.
- i. That the Owner shall furnish the layout plan of Group Housing Colony under TOD Policy (with 3.5 FAR) Scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the 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 servants 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 water closet.
  - iii. That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
  - iv. That the Owner shall deposit Infrastructure Development Charges @ Rs. 625/- per square meter for the Group Housing colony under TOD Policy (with 3.5 FAR) and Rs. 1000/- per square meter of the 0.5% commercial component in two equal installments. The First installment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of license and second installment within six months from the date of grant of license. The Unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) p.a. for the delay in the payment of installments.



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- k) That the Owner shall carryout at his own expense any other works which the Director may think necessary and reasonable in the interest of 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 said group housing colony under TOD Policy (with 3.5FAR) colony colonzier 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 the provisions contained in the Act and the 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 completion of External Sewerage system by HSVP 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 HSVP.



- 2. Provided always and it is hereby agreed that should the Owner commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to him.
- 3. Upon cancellation of the license under clause- 2 above, the Government may acquire the area of the aforesaid colony under Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank Guarantee in that events shall stands for forfeited in favour of the Director.
- 4. The stamp duty and registration charges on this deed shall be borne by the Owner.

5. The expression that "Owner" hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.
  
6. After the layout and development works or part thereof in respect of the colony 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 part of the Bank Guarantee corresponding to the part of the Colony completed shall be released and provided further that the Bank Guarantee equivalent to a 1/5th amount thereof, shall be kept un-released 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 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. The the Onwer / Developer shall integrate the bank account in which 70% allottees receipts are credit under Section-4 (2)(i)(D) of the Real Estate Regulations 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 of each payments made by an allottee is automatically deducted and get automatically credit to the EDC head in sate treasury.
  
8. That such 10% of the total receipt from each payment made by the allottee, which is received by the Government Treasury against EDC Dues.
  
9. That such 10% deductions shall continue to operate till the total EDC dues get recovered from Owner / Developer.



*[Handwritten Signature]*  
 Director  
 Town & Country Planning  
 Department

For ELAN ENCLAVE PRIVATE LIMITED

*[Handwritten Signature]*  
 Authorised Signatories



10. The Implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the Owner/Develop. The Owner/Developer shall continue to supplement such automatic EDC deductions with payment from its own fund to ensure that by the EDC installment that are due for payment get paid as per prescribed schedule.

IN WITNESS WHEREOF THE COLONIZER AND THE DIRCTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS

1. *[Handwritten signature]*

**For M/s Elan Enclave Private Limited**

For ELAN ENCLAVE PRIVATE LIMITED

*[Handwritten signature]*  
**Gaurav Khandelwal** Authorised Signatories  
**(Authorised Signatory)**

2. *[Handwritten signature]*

**Director, Town & Country Planning  
Haryana, Chandigarh**

*[Handwritten signature]*  
**Director  
Town & Country Planning  
Haryana, Chandigarh**