

Bond	 Indian-Non Judicial Stamp Haryana Government 		Date : 13/08/2025
Certificate No.	G0M2025H2711		Stamp Duty Paid : ₹ 101
GRN No.	138191270		(Rs. Only)
			Penalty : ₹ 0
			(Rs. Zero Only)
<u>Deponent</u>			
Name :	Boxacres Developers PvtLtd		
H.No/Floor :	00	Sector/Ward :	00
City/Village :	Gurugram	District :	Gurugram
Phone :	85*****85	State :	Haryana
			
Purpose : AGREEMENT to be submitted at Badshahpur			

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FORM LC IV

Agreement by owner of land intending to set up a colony under Retirement Housing Policy.

This agreement made on _____ day of _____, 2025.

Between

M/s Boxacres Developers Pvt. Ltd. having its registered office. At A/GF-03, Ground Floor, Kh. No. 369-379, 371/1, Village Sultanpur, MG Centrum, New Delhi-110030. Through its authorized signatory Sh. Yudhveer Singh S/o Sh. Omparkash Singh (hereinafter called the "owner/developer") of the one part.

And

The GOVERNOR OF HARYANA acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director General") of the other part.

WHEREAS the owner/developer. is in the possession of the land mentioned in Annexure hereto and applied for the purpose of converting and developing into a Retirement Group Housing Colony under **Retirement Housing Policy dated 04.11.2024.**

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") one of the conditions for the grant of license is that the Owner/ Developers shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for

setting up a Retirement Group Housing Colony on an area measuring 4.5968 acres (area measuring 4.122 acres under migration from license no. 253 of 2023 dated 17.11.2023 & fresh area measuring 0.4748 acres) under Retirement Housing Policy dated 04.11.2024 falling in the revenue estate of village Naurangpur, Sector-79, Gurugram.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner/ developer: -

NOW THIS DEED WITNESSES THE FOLLOWING:

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Retirement Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner hereby covenants as follows:
 - a) That the Owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts 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 the construction works in the colony.
 - b) That the Owner undertake to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereunder:-
 - i. That the Owner shall pay the proportionate External Development Charges at tentative rate of Rs. 416.385 lacs per gross acre for the residential component area of 2.196 acres and Rs. 486.13 lacs per gross acre for the 4% commercial component of measuring 0.0915 acres of total Retirement Group housing colony. These charges shall be payable to Haryana Sehri Vikas Pradhikarn (HSVP) through the Director, Town and Country Planning, Haryana Chandigarh either in lump sum within 30 days from the date of grant of license or in ten equated six installments of 10% each in the following manner:-
 - ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.
 - iii. Balance 90% in nine equated six months installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 416.385 lacs per gross acre for the residential component area 2.196 acres and Rs. 486.13 Lacs per gross acres for the 4% commercial component of measuring 0.0915 acres of total Retirement group housing colony. However, at the time of grant of occupations Certificate nothing will be due on account of EDC.
 - iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DG TCP, Haryana.

- v. That the owner shall specify the details of the calculations per sq. m./ sq. ft. which is being demanded from flat owner on account of EDC/IDC, if being charged separately as per rates fixed by the Government.
 - vi. That in the event of increase in EDC rates, the owner/ developer shall pay the enhanced amount of EDC and the interest on the installments from the date of grant of license and shall furnish the additional bank guarantee, if any, on the enhanced EDC rates.
 - vii. In case the owner asked 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.
 - viii. The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of DGTCP.
 - ix. In case the HSVP executing external development works 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 license period either four years and the owner/ developer shall be bound to make the payment within the period so specified.
 - x. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- c) The pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- d) The owner/developer shall arrange the electric connection from outside source for electrification of their colony from HVPNL. If they fail to provide the electric connection from HVPNL the Director, Town and Country Planning will recover the cost from the owner/ developer and deposit it with HVPNL. However, the installment of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be responsibility of the owner/ developer, for which the owner/ developer will be required to get the electricity(distribution) services plan/estimates" approved from the agency responsible for installation of "external electric services" i.e., HVPNL/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.
- e) No EDC would be recovered from the EWS/LIG categories of allottees.
- f) That the Owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, 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, public health services free of cost to the Government or the local authority, as the case may be.

- g) That the Owner shall construct at his own cost or get constructed by any other institution or individual at his own cost, schools, hospital, community centers and other community buildings, on the land set apart for this purpose within a period of four years from the date of grant of license extendable by DGTCP for another period of two years for reason to be recorded in writing, failing which the land shall vest with the Govt. after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a Local Authority on such terms and conditions as it may lay down.

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

All the community buildings will be got constructed by the owner/ developer within a period of 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 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.

- i) That the Owner undertakes to pay proportionate external development charges (EDC) for the area earmarked for Retirement group housing scheme, as per rate, schedule, terms and conditions given in clause 1(b) of this agreement.

- (i) That the rates, schedule, terms and conditions of External Development Charges may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions so determined by the Director along with interest from the date of grant of license.

- (ii) That all the buildings to be constructed in the said Retirement Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

- (iii) That the Owner shall furnish the layout plan of Retirement Group Housing 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 Group Housing Scheme within a period of 60 days from the date of grant of license.
- (iv) That in the case of Retirement 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 & W.C.
- (v) That in case of the said Retirement Group Housing Colony the Owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten 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 the construction works in the colony.
- (vi) 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.
- j) That the Owner shall deposit infrastructure development charges @Rs. 625/- per square meters for Retirement group housing area measuring 4.412928 acres measuring 0.183872 acres of the total area of the colony in two equal installments. The first installment of the infrastructure development charges shall be deposited by the owner within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of the IDC shall carry out an interest @18% per annum (simple) for the day in payment of installment.
- k) That the owner shall carry out at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Retirement group housing 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 Retirement group housing colony and the owner/ developer 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 rules shall be binding on the owner/ developer.
- n) That the owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of the

external sewerage system by HSVP and make their own arrangement for temporary disposal or give the requisite land. The owner shall make arrangements for the water supply, sewerage, drainage etc. to the satisfaction of the DGTCP, Haryana till the services are made available from the external infrastructure to be laid by HSVP.

2. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or Bilateral Agreement or violate any provision of the Acts 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 the owner/ developer.
3. Upon cancellation of the license under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act 1975 and the Haryana Development and Regulation of Urban Areas Act 1976 and as amended up to date. The bank guarantee in that event shall stand forfeited in favor of the Director.
4. That the owner/ developer shall convey the "Ultimate Power Load Requirements" of the project to the concerned power utility with acopy to the Director within two months period from the date of grant of license to unable to provision to site in licensed land, Transformer/ switching station/ electric substation as per norms prescribed by the power utility in the zoning plan of the project.
5. That the owner/ developer shall abide by the policy dated 08.07.2013 / or any other instructions / policies issued from time totime with regard to allotment of EWS flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owner/developer.
7. The expression the "The Owner" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.
8. After the layout plans and development works or part thereof in respect of the Retirement group housing colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf from the owner, release the bank guarantee or part hereof, as the case may be, provided that, if the completion of the Retirement group housing colony is taken in parts, only the part of bank guarantee corresponding to the part of Retirement group housing completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing or part thereof, as the case may be, for a period of 5 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.

IN WITNESS WHEREOF the Owner and the Director have signed the deed on the date and the year first above written.

For M/s Boxacres Developers Pvt Ltd.



Authorized Signatory

WITNESS

1.

2.

**DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH**

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA