Bond

Indian-Non Judicial Stamp
Haryana Government

Date :12/04/2023

Certificate No. G0L2023D3995

G0L2023D3995

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 101289112

101289112

Penalty :₹ 0
(Rs. Zero Only)

Deponent

Name: Godrej Properties ltd
H.No/Floor : Na
Sector/Ward : Na
Landmark : Na
City/Village : Gurugram
District : Gurugram
State : Haryana
Phone : 70******31

Purpose : AGREEMENT **to be submitted at Others**

LC-IV

AGREEMENT BY THE OWNER OF LAND INTENDING TO SET UP A MIXED LAND USE COLONY

THIS **AGREEMENT** is made on 20th day of July, 2023 (Two Thousand and Twenty-Three)

BETWEEN

M/s GODREJ PROPERTIES LIMITED, (CIN:L74120MH1985PLC035308) (PAN:AAACG3995M), a company incorporated under the Companies Act, 1956, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and its regional office at 3rd Floor, UM House, Tower A, Plot No. 35, Sector 44, Gurugram – 122002 (hereinafter called the "OWNER") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Ms. Kamna of the **FIRST 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 the land mentioned in Annexure hereto for the purpose of converting into a Mixed Land Use.

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AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), 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 works in accordance with the license finally granted for setting up a Mixed Land Use Colony (95% Residential and 5% Commercial) under TOD Policy (with 3.5 FAR) over the said land measuring 14.20625 acres situated in village Hayatpur, Sector-89, Gurugram, Haryana.

NOW THIS DEED WITNESSTH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Mixed Land Use Colony (95% Residential and 5% Commercial) 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 the Owner hereby covenants as follows:

   a. That the owner shall integrate the 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 online application/ payment gateway of the department in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State Treasury.

   b. 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 receipt in the Government treasury against EDC Dues.

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

   d. That 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 payments from its own funds to ensure that by the EDC instalments that are due for payment are paid as per prescribed schedule.

   e. That the owners shall deposit 30% of the amount realized by them from flat holders/ commercial space 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 owners towards meeting the cost of internal development works in the colony.

   f. That the owners undertake to pay proportionate external development charges (EDC) for the area earmarked for Mixed Land Use colony scheme, as per rate, schedule and conditions annexed hereto.

      1. That the Owner undertakes to pay proportionate External Development Charges at tentative rate of Rs. 624.578 lacs per gross acre for 13.4959375 acre of Residential Group Housing Component and Rs. 972.26 Lacs per gross acre for 0.7103125 acre of the Commercial Component of the Mixed

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Land Use Colony under TOD policy (with 3.5 FAR). These charges shall be payable to Director, Town and Country Planning, Haryana either in lump-sum within 30 days from the date of grant of license or in ten equal half yearly installments of 10% each in the following manner: -

a. 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.

b. Balance 90% in nine equal half yearly installments along with interest at the rate of 12% (Simple) per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 624.578 lacs per acre for Residential Group Housing Component and Rs. 972.26 Lacs per acre on the Commercial Component of the aforesaid Mixed Land Use Colony (95% Residential & 5% Commercial) under TOD policy (with 3.5 FAR). However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

II. The EDC rates have been calculated on the basis of indexation mechanism for calculation of EDC dated 11.02.2016 in the State of Haryana. The EDC rates are based on 2015-year level and are effective from 01.01.2016 for period upto 31.03.2019. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on installments, if any, from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

III. For grant of completion certificate, the payment of External Development Charges shall be pre-requisite along with valid license and bank guarantee.

IV. The unpaid amount of External Development Charges would carry an interest of 12% (Simple) 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 Director.

V. In case Haryana Shahari Vikas Pradhikaran (HSVP)/ Haryana Urban Development Authority (HUDA) executes external development works before final payment of external development charges, the Director shall be empowered to call upon the Owner to pay the balance amount of external development charges in lump sum even before completion of license period and the owner shall bound to make the payment within period so specified.

VI. Enhanced compensation on 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 outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam (HVPN). If the owner fails to provide electric connection from Haryana Vidhyut Parsaran Nigam the Director shall recover the cost from the owner

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and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be 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 electrical services" i.e. Haryana Vidhyut Parsaran Nigam/ Uttari Haryana Bijlee Vitran Nigam/ Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

VIII. No EDC would be recovered from the EWS categories of allottees.

g. That the owners shall be responsible for the maintenance and up- keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion Certificate under Rule 16 unless earlier relieved of this responsibility, which the Owners 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.

h. The owners shall construct at its own cost or get constructed by any other institution or individual at its own cost school, hospital, community centers and other community buildings on the land set apart for this purpose within 4 years from the date of grant of license extendable by Director for another period of 2 years failing which the land shall vest with the Government after such specified period free of cost in which case the Government shall be liberty to transfer such land to any person or institution including a local Authority on such terms and conditions as it may lay down.

i. No third-party right shall be created on the community sites without obtaining the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. The Colonizer shall construct all the community buildings within a period of four years from the date of grant of license.

j. That the owner shall be individually as well as jointly be responsible for the development of Mixed Land Use Colony.

k. That the owner shall compete the internal development works within 4 year of the grant of license.

l. That the owner undertakes to pay proportionate External Development Charges (EDC) for the area marked for Mixed Land Use Scheme, as per rate, schedule terms and conditions given in clause -1(f) of agreement.

m. That the rates, schedule, terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the owners shall be bound to pay the balance of the enhanced changes if any, in accordance with rates, schedule and terms & Conditions determined by him along with interest from date of grant of license.

n. That all the buildings to be constructed shall be with approval of the competent authority and shall in addition to provision of zoning plan of the site, conform

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to the Building Code 2017/ National Building Code amended from time to time with regard to the inter se distances between various blocks, light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

o. That the owners shall furnish the layout plan of Mixed Land Use Scheme along with the service plan/ detailed estimates together with the Bank Guarantee equal to 25% of the local 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.

p. That in case of Mixed Land Use Colony adequate accommodation shall be provided for domestic servants and other service population of economically weaker section and number of such dwelling units shall not be less than 15% of the number of main dwelling units and the area of such a unit shall not be less than 200 sq. ft. which will cater to the minimum size of the room along with bath and water closet.

q. That in case of Mixed Land Use Colony the owners shall deposit 30% of the 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 unitized by the owners towards meeting the cost of internal development works and construction works in the colony.

r. 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.

s. No third-party rights will be created without obtaining the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. All the community buildings will be got constructed by the colonizer within a time of four years from the date of grant of license.

t. That the owner shall pay Infrastructure Development Charges (IDC) @ Rs. 625 per sq. m. for the Residential Group Housing Component and Rs. 1000 per sq. m. on the Commercial Component of the Mixed Land Use Colony under TOD policy (with 3.5 FAR) in two equal installments. First installment will be due within 60 days of grant of license and second installment within six months of grant of license failing which 18% P.A interest will be liable for the delayed period.

u. That the owner shall deposit balance amount of conversion charges as demanded in LOI issued to it vide memo no. LC-5020/JE(SB)2023/4361 dated 13.02.2023, either complete in compliance of LOI or 50% amount of same in compliance of LOI and balance 50% after grant of license in 2 equal installments of 3 Months each along with normal interest of 12% p.a. and penal interest of 3% over and above normal interest for the delayed period. If option of making payment in instalments is opted, then building plans will be approved on after recovery of full fees and charges as per above stipulation.

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v. That owner shall deposit the balance license fee as demanded in LOI issued to it vide memo no. LC-5020/JE(SB)2023/4361 dated 13.02.2023, either complete amount in LOI compliance or additional 25% amount of license fee within 60 days of LOI and balance 50% amount of license fee after grant of license in two equal installments of 3 months' period each along with interest 12% p.a. and with additional penal interest of 3% over and above of normal interest for delayed period. If option of making payment in installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation.

w. 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.

x. That the owner shall permit the director or any other officer authorized by them in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the colonizer shall carry out all directions issued to them for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.

y. That without prejudice to anything contained in this agreement all the provisions contained in the Act and the rules shall be binding on the owners.

z. That the owners 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/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 HSVP/HUDA.

aa. That we shall convey "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months' period from the date of grant of license to enable provision of site in our land for Transformers/Switching Station/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.

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 the Owner.

3. Upon cancellation of the license under clause- 2 above, the action shall be taken as provided in the Haryana Development and Regulation of the Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended upto date. The bank guarantee in that event shall stand forfeited in favour of the Director.

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

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5. The expression "the Owner" hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.

6. After the development works in respect of the Group Housing colony have been completed by the Owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been 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 Mixed Land Use Colony is taken in parts, only part of the Bank Guarantee corresponding to the part of the Mixed Land Use 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 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 form the Owner.

In witness where of the Developer/ Owner and the Director have signed this deed on the day and year first above written.

DIRECTOR TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH For and on behalf of the Governor of Haryana **Signature:** _____ **Name:** _____ **Date:** _____ **Address:** _____	For and on behalf of the **GODREJ PROPERTIES LIMITED** GODREJ PROPERTIES LTD. Authorized Signatory **Signature:** _____ **Name: Kamna** **Date:** _____ **Address: 3rd Floor, UM House, Sector 44, Gurgaon, Haryana**
Witnesses 1. **Signature:** _____ **Name:** _____ **Date:** _____ **Address:** _____	Witnesses 1. **Signature:** Nikhil **Name: Nikhil Sehgal** **Date:** _____ **Address: 3rd Floor, UM House, Plot no. 35, Sector-44, Gurugram-122001**
2. **Signature:** _____ **Name:** _____ **Date:** _____ **Address:** _____	2. **Signature:** Vikash Singh **Name: Vikash Singh** **Date:** _____ **Address: 3rd Floor, UM House, Plot no. 35, Sector-44, Gurugram-122001**

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ANNEXURE

Village	Rectangle No.	Killa No.	Area (in K-M)
HAYATPUR	68	22/1	4-4
		22/2	3-2
		23/1	2-11
	71	2/1/2	3-15
		3/1/1	1-13
		2/2/2	1-13
		3/1/3/1	0-9
		9/1/1	1-2
	68	10/2/2	3-9
		12/1	1-16
		12/2	6-4
		19	8-0
	69	6/1	1-4
	68	9/2	4-13
		11	8-0
		20/1	3-7
	69	15	8-0
		16/2	7-18
		17/1	2-8
		4/3	4-0
		6/2	6-16
		7	8-0
		14/1	4-13
		12/2	5-6
		13	8-0
		19/1	3-10
		TOTAL	**113K-13M (14.20625 acres)**

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