

Non Judicial



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Haryana Government



Date : 23/09/2024

Certificate No. G0W2024I180



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 121494721



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Next generation projects Pvt ltd  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village : Gurugram District : Gurugram State : Haryana  
Phone: 84\*\*\*\*\*79



**Buyer / Second Party Detail**

Name : Director town and country Planning Haryana  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village : Gurugram District : Gurugram State : Haryana  
Phone : 84\*\*\*\*\*79

Purpose : AGREEMENT

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**FORM LC-IV**

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

This Agreement is made on the <sup>11th</sup> 26th day of <sup>November</sup> September of the year 2024.

**BETWEEN**

**M/s Next Generation Projects Pvt Ltd** 'the Company' (CIN: U45201DL2004PTC125229), incorporated under Companies Act 1956 and validly sustaining under the provisions of Companies Act, 2013, having registered office at Regus, 4<sup>th</sup> Floor, Rectangle One, D-4, Behind Sheraton Hotel, Saket, New Delhi 110017 (hereinafter called as the "**Owner/Developer**") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, attorney, nominees and permitted assigns):represented herein by its Authorized Signatory Mr. Rishi Soni of the **FIRST PART.**

And

**THE GOVERNOR OF HARYANA**, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "**DIRECTOR**") of the **OTHER PART.**

  
Director  
Town & Country Planning  
Haryana, Chandigarh

For NEXT GENERATION PROJECTS PVT. LTD.



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**WHEREAS** the owner is in possession of the land mentioned in Annexure hereto for the purpose of converting into a Mixed Land Use Colony


**AND WHEREAS** under Rule 11 of the Haryana Development and Regulations of Urban Area 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 (99% Residential use & 1% for Commercial use) under TOD Policy (with 3.5 FAR) over the said land area measuring 4.00 Acres in the revenue estate Village – Harsaru, Sector-88A Gurugram, Haryana.

**NOW THIS AGREEMENT WITNESSES AS UNDER:-**

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Mixed Land Use Colony (99% Residential use & 1% for Commercial use) on the land mentioned in Annexure hereto and on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulations of Urban Area Rules, 1976 by the Owner/ Developer hereby covenants as follows.
2. a) That the coloniser 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 gets credited to the EDC head in the State treasury.  
b) 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 Government treasury against EDC dues of the concerned licence of the coloniser.  
c) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the coloniser against the said licence.  
d) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the coloniser. The coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
3. That the Owner/ Developer undertakes to pay proportionate external development charges ("EDC") for the area earmarked for Mixed Land Use Colony scheme, as per rate schedule, terms & conditions hereto:
  - I. That the Owner/ Developer shall pay the proportionate EDC at tentative rate of Rs. 624.60 lacs per gross acre on the area measuring 3.96 acres of total Residential Group Housing Component and Rs. 972.26 lacs per gross acre for 0.04 acres of the Commercial Component of the Mixed Land Use Colony (99% Residential use & 1% for Commercial use) under TOD policy (with 3.5 FAR). These charges shall be payable to Govt. of Haryana, Department of Town and Country Planning through the Director, Town and Country Planning, Haryana either in lump-sum within 30 days

  
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- from the date of grant of license or in ten equal six monthly installments of 10% each in the following manner.
- II. First installment of 10% the amount of EDC shall be payable within a period of 30 days from the date of grant of license.
  - III. Balance 90% in nine equal six monthly 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. 624.60 lacs per gross acre on the area measuring **3.96** acres of total Residential Group Housing Component and Rs. 972.26 lacs per gross acre for **0.04** acres of the Commercial Component of the Mixed Land Use Colony (99% Residential use & 1% for Commercial use) under TOD policy (with 3.5 FAR). However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.
  - IV. 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 up to 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.
  - V. That the Owner shall specify the detail of calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
  - VI. For Grant of completion certificate, the payment of EDC shall be pre-requisite along with valid license and bank guarantee.
  - VII. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish the additional Bank Guarantee, if any, on the enhanced EDC rates.
  - VIII. In case the Owner/Developer 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.
  - IX. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment of installment 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 the Director.
  - X. In case HSVP/HUDA executes External Development Works and 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 lump sum even before the completion of the license period so specified and the Owner/Developer shall be bound to make the payment within the period so specified.
  - XI. Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
4. That 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.

5. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation 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 "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the Colony.
6. No EDC would be recovered from Economically Weaker section (EWS) Lower Income Group (LIG) categories of allottees.
7. That the Owner/ Developer shall be responsible for the maintain and upkeep 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 which the Owner/ Developer shall transfer all such roads/service roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
8. That the owner shall construct at his own cost or get constructed by any other institution or individual at its cost, school, 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 the Director for another two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government 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 laid down.
9. No third party right shall be created on the community sites without obtaining the prior permission of the Director , Town and Country Planning, Haryana, Chandigarh.
10. The Owner/Developer shall construct all the community Buildings within a period of 4 years, so specified by the Director from the date of grant of License.
11. That the Owner/Developer shall be individually as well as jointly responsible for the development of Mixed Land Use Colony.
12. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
13. That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Mixed Land Use Colony Scheme, as per rate, schedule, terms and conditions given in the agreement.
14. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
15. That all the buildings to be constructed in the said Mixed Land Use 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).
16. That the owner shall furnish layout plan of Mixed Land Use Colony scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of the development works (both for internal & external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.
  17. That in case of Mixed Land Use Colony adequate accommodation shall be provided for domestic servants and other service population of the economically weaker section and number of such dwelling unit shall not less than 15% of the number of the 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 & water closet.
  18. That in case of the said Mixed Land Use Colony the Owner/Developer 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 utilized by the Owner/Developer towards meeting the cost of internal development works in the colony.
  19. 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.
  20. No third party rights shall be created without obtaining the prior permission of the Director, Town and Country Planning, Chandigarh. All the community buildings will be got constructed by the Owner / Developer within a period of 4 years from the date of grant of license.
  21. That the owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ 625/- per sq. meter for Residential Group Housing Component and Rs. 1000/- per sq. meter for Commercial component of the gross area of the Mixed Land Use Colony under TOD policy (with 3.5 FAR) in two equal installments. The first installments of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in the payment of installments.
  22. That Owner/Developer shall deposit the balance amount of conversion charges as demanded in LOI issued to it vide memo no. LC-4952/JE(AK)/2024/24643 dated 05/08/2024 either complete in compliance of the LOI or 50% amount of same in compliance of LOI and balance 50% after grant of license in two 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 installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation
  23. That Owner/Developer shall deposit the balance amount of License Fee as demanded in LOI issued to it vide memo no. LC-4952/JE (AK)/2024/24643 dated 05/08/2024 either complete amount in compliance of the LOI or 25% of the amount of license fee within 60 days of LOI and balance 50% of amount of license fee after grant of license in equal two 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 installments is opted, then building plans will be approved only after recovery of full fees and charges as per above stipulation

24. That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the Colony.
25. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
26. 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.
27. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangements 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.
28. Provided always and it is hereby agreed that if the Owner/Developer 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 case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
29. Upon cancellation of the License as said above, the action shall be taken as provided in Haryana Development and Regulation of the Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended till date .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 event shall stand forfeited in favour of Director.
30. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
31. That the owner/developer shall abide by the policy dated 08.07.2013 / or any other instructions / policy issued from time to time with regard to allotment of EWS plot and flats.
32. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
33. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representative, successors and permitted assignees.
34. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/ Developer 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 the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the Colony for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/ Developer is relieved of the

  
Director  
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responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/ Developer.



IN WITNESS WHEREOF THE OWNER/ DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

For NEXT GENERATION PROJECTS PVT. LTD.

Authorized Signatory

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WITNESSES:

1. *Ajit*  
AJIT KUMAR  
B08/776, KUMAON COLONY  
NAYAGARH, PUNJAB

Director  
Town & Country Planning, Haryana,  
Chandigarh  
On behalf of

*M*  
Director  
Town & Country Planning  
Haryana, Chandigarh

The GOVERNOR OF HARYANA

2.