

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 03/03/2025

Certificate No. G0C2025C3083



Stamp Duty Paid : ₹ 101

GRN No. 128790624



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Commander Realtors Pvt Ltd  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village : New delhi District : New delhi State : Delhi  
Phone: 88\*\*\*\*\*90



**Buyer / Second Party Detail**

Name : Director Town and Country planning  
H.No/Floor : Na Sector/Ward : Na LandMark : Na  
City/Village: Chandigarh District : Chandigarh State : Ut  
Phone : 88\*\*\*\*\*90

Purpose : COLLABORATION AGREEMENT

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



**FORM LC - IV**

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

This AGREEMENT is made on 12<sup>th</sup> day of MAY 2025 at CHANDIGARH

**BETWEEN**

**Oberoi Realty Limited**, a company incorporated under the Companies Act,1956, having its registered office at Commerz, 3<sup>rd</sup> Floor, International Business Park, Oberoi Garden City, Off W.E. Highway, Goregaon (E), Mumbai- 400063 (hereinafter referred to as "**ORL**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Gautam Sarin & Ashok Choudhury, of the **Owner**;

**AND**

**Commander Realtors Private Limited**, a company incorporated under the Companies Act, and having its registered office at C-4, 1st Floor, Malviya Nagar, New Delhi-110017, (hereinafter referred to as the "**Commander**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory **Abbal Singh Rawat**, of the **Developer**;

Director  
Town & Country Planning  
Haryana, Chandigarh



**For Commander Realtors Pvt. Ltd.**

*Abbal Singh Rawat*  
**Authorised Signatory**

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

**WHEREAS** the Owners/Developer are in possession of the land mentioned in **Annexure** hereto for the purpose of converting into Mixed Land Use colony under TOD.

**AND WHEREAS** under Rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 (hereinafter referred to as the said "RULES"), one of the conditions for the grant of license is that the Owners 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 under TOD policy dated 09.02.2016 over area measuring **14.81875 Acres falling in the revenue estate of villages Ghata, sector 58, Tehsil Wazirabad District Gurugram.**

**AND WHEREAS** the Letter of Intent for grant of licence for setting up of Mix Land Use Colony (95% Residential and 5% Commercial) under TOD policy dated 09.02.2016 over an area measuring 14.81875 acres after migration of part area measuring 0.3375 acre from Licence No 63 of 2009, 14.25625 acre from License no 107 of 2010 and 0.225 acre from License no. 60 of 2012 in the revenue estate of village Ghata, Sector 58, Gurugram was granted vide letter dated 07.01.2025. The one of the conditions of Letter of intent is that 'LC-IV & Bilateral Agreement' is required to be executed on behalf of new entity. Accordingly, the LC-IV is entered as under.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Mixed Land Use colony (95% residential & 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 by the Owner, the owner hereby covenants as follows: -

- a) That the Owner shall deposit thirty percent of the amount realized by him from plot/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 in the Colony.
- b) That the Owner shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(1)(D) of the Real Estate Regulation and Development

Director  
Town & Country Planning  
Haryana, Chandigarh

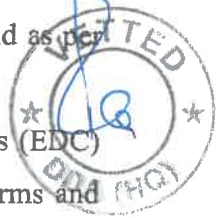


For Commander Realtors Pvt. Ltd.

Authorised Signatory

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.

- c) 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.
- d) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- e) The implementation of such mechanism shall, however, have no bearing 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 that paid as per the prescribed schedule.
- f) That the Owner undertake to pay proportionate External Development Charges (EDC) for the area earmarked for Mixed Land Use Colony as per rate, schedule, terms and conditions hereto: -



- i) That the Owner/Developer shall pay the proportionate External Development Charges (EDC) at the tentative rate of Rs. 749.496 Lakhs per Acres for Residential Group Housing and Rs. 1166.716 Lakhs per acres for commercial component under Mixed Land Use Colony under TOD. These charges shall be payable to Director, Town and Country Planning, Haryana online either in lump sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10% each in the following manner; -

- a) First installment shall be payable within a period of 30 days from the date of grant of license.
- b) Balance 90% in nine equal six monthly installments alongwith interest at the rate of 12% (Simple) per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 749.496 Lakhs per Acres for Residential component measuring 14.0778125 acres and Rs. 1166.716 Lakhs per acres for commercial component measuring 0.7409375 acres under TOD policy (with 3.5 FAR). However, at the time

Director  
Town & Country Planning  
Haryana, Chandigarh



For Commander Realtors Pvt. Ltd.

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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 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.
- iii) That the Owner shall specify the detail of calculation per Sqm. / 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 Government.
- iv) For Grant of completion certificate, the payment of EDC shall be pre-requisite along with valid license and bank guarantee.
- v) In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance EDC and only thereafter the grant of completion certificate would be considered.
- vi) The unpaid amount of EDC 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 15% (simple) per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.
- vii) In case, the Haryana Shehri Vikas Pradhikaran (HSVP) executes external development works before final payment of EDC, the Director shall be empowered to call upon the Owner to pay the balance amount of EDC in lump sum even before completion of License period and the owner shall bound to make the payment within period so prescribed.

Director  
Town & Country Planning  
Haryana, Chandigarh



For Commander Realtors Pvt. Ltd.

*Aravind*  
Authorised Signatory



- viii) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- ix) That the Owner/Developer shall specify the detail of calculation per sqm. /per sq.ft. which is being demanded from flat owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- x) No EDC would be recovered from the EWS/LIG categories of allottees.
- g) That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director during the period of licence as and when necessary and the owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- h) The colonizer will arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If they fail to provide electric connection from HVPN the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/ estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPN/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.
- i) That the Owners 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 completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility when the Owners shall transfer all such roads, open spaces, public parks; public health services free of cost to the Govt. or the Local Authority as the case may be.

Director  
Town & Country Planning  
Haryana, Chandigarh.

j)

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



For Commander Realtors Pvt. Ltd.

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and number of such dwelling unit shall not be 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.

- k) That the Owners shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals community centers and other community building on the land set apart for this purpose within a period of five years from the date of grant of license or in the extended period as allowed by the Director and 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, for the said purposes, on such terms and conditions as it may laid down.
- l) 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.
- m) That the Owner/Developer shall be individually as well as jointly responsible for the development of Mixed Land Use Colony.
- n) That the owner shall complete the Internal Development Works within four years of the grant of License.
- o) That the owner shall deposit Infrastructure Development Charges @ Rs. 625/- per sq. mtrs for group housing area and @ Rs. 1000- per sq. mtrs for commercial component of the total area of the colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the owner within 60 (sixty) days from the date of grant of licence and the second installment to be deposited within 6 (six) months from the date of grant of licence. falling which 18% P.A. interest will be liable for delayed period
- p) That Owner/Developer shall deposit the balance amount of conversion charges as demanded in LOI issued to it vide memo no. LC-5281-III/JE(RK)/2025/ 707 dated 07/01/2025 either complete in compliance of the LOI or 50% of the amount of the same in compliance of LOI and balance 50% after grant of license in equal two installments



Director  
Town & Country Planning  
Haryana, Chandigarh



For Commander Realtors Pvt. Ltd.

  
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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.

- q) That Owner/Developer shall deposit the balance amount of License Fee as demanded in LOI issued to it vide memo no. LC-5281-III/JE(RK)/2025/ 707 dated 07/01/2025 either complete amount in compliance of LOI or additional 25% of the amount of license fee within 60 days of LOI and balance 50% amount of license fee after grant of license in 2 equal instalments of 3 months period 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.
- r) That the Owners shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- s) That the Owner/Developer shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of the layout and the development work in the 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 licence granted.
- t) That without prejudice to anything contained in this Agreement all the provisions contained in the Act and the Rule shall be binding on the Owner/Developer.
- u) That the Owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal 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 HSVP.



Director  
Town & Country Planning  
(Haryana, Chandigarh)

The owner shall be individually as well as jointly be responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.

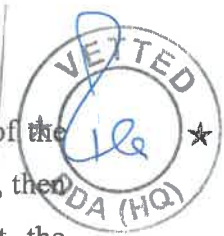


For Commander Realtors Pvt. Ltd.

  
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- w) That the owner shall complete the internal development works within five years of the grant of licence.
- x) That all the buildings to be constructed shall be with the approval of the Director and shall in addition to the provisions of zoning plans of the site, conform to the building bye-laws and regulation in force in the area and shall in addition be governed by Building bye-laws as per the NBC with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation vertical & horizontal standards.
- y) That the owner shall furnish the layout plan of 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 the group housing scheme within a period of 60 days from the date of grant of licence.

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 in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.
3. Upon cancellation of the licence under clause 2 above, 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 events shall stand forfeited in favour of the Director
4. That the Owner/Developer shall convey the "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 to site in licensed land Transformers/Switching Stations/Electric Sub-stations as per norms prescribed by the power utility in the zoning plan of the project.



5. The stamp and registration charges on this deed shall be borne by the owner.

Director  
Town & Country Planning  
Haryana, Chandigarh

The expression that 'Owner/Developer' herein before used shall include his heirs, legal representatives, successors and permitted assigns.



For Commander Realtors Pvt. Ltd.

*Armed*  
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7. After the layout and development works or part thereof in respect of the colony or part thereof 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 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 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 Owners.

**IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR** have signed this deed on the date and the year first above written.

For **Oberoi Realty Limited**

Authorised Signatory



**Director Town & Country planning  
Haryana  
for & on behalf of the Governor of Haryana**

For **Commander Realtors Pvt. Ltd.**

Authorised Signatory

*Arav*  
Authorised Signatory

**WITNESSES:**

1. *Govind Sharma*  
GOVIND SHARMA  
# 209 B, Sec-47, GGN.  
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Director  
Town & Country Planning  
Haryana, Chandigarh