



हरियाणा HARYANA

29AA 166312

FORM LC-IV-D

[See rule 11 (1) (h)]

**BILATERAL AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP A
COMMERCIAL COLONY**

THIS AGREEMENT is made on this 05th day of AUGUST, 2015 (Two Thousand Fifteen)

BETWEEN

M/s Keshav Dutt S/o Ram Chander, Rasveena Sharma Wd/o Vinod Sharma, Vinanti, Vinorica Ds/o Vinod Sharma, Gaurav Sharma S/o Pramod Sharma, Subodh Sharma, Amod Sharma, Monoj Sharma Ss/o Ravi Dutt, Gaurav Sharma S/o Vinod Sharma C/o Calder Developers Pvt. Ltd. A Company registered under the companies act, 1956 having its registered office at 4th Floor Vatika Triangle, Block-A, Sushant Lok, Gurgaon -122002 (hereinafter referred to as "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 their GPA holder namely Sh. Gautam Bhalla S/o Sh. Anil Bhalla of the One Part.

The Governor of Haryana acting through the Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR GENERAL") of the other part.

66114

Calder develop (P) 64

~~AJAY PAL~~
Stamp Vendor Regn. 30
Dist. Chief Engineer

19/8/24

WHEREAS the OWNERS is in possession of the land mentioned in the Annexure-A attached hereto for the purpose of developing and converting it into a commercial colony.

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 Owners shall enter into an agreement for carrying out and completion of the development works in accordance with the license finally granted for setting up of a Commercial Colony on land measuring 12.13125 acres falling in revenue estate of Village Silokhera, Sector-16, District Gurgaon, Haryana.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner/developer to set up the said Commercial Colony on the land mentioned in the Annexure-A attached hereto on the fulfillment of all the conditions laid down in the Rules 11 of Haryana Development and Regulation of Urban Area Rules, 1976 the Owners, hereby covenant as follows :

A. That the owners/developer undertake to pay proportionate External Development Charges as per rate, schedule, terms and conditions hereto:

a) That the owners/developer undertakes to pay the proportionate External Development Charges at the tentative rate of Rs. 441.9404 Lacs per gross acre for the Commercial Colony. 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 the grant of license or in **12 (twelve)** equal quarterly installments in the following manner :

1. First installment shall be payable within a period of 30 days from the date the grant of license.

ii. Balance 91.67% in **11 (Eleven)** equal quarterly installments alongwith interest at the rates of 12% (Simple) per annum on the unpaid portion of the amount worked out at the tentative rates of Rs 441.9404 lacs per gross acre for Commercial Colony, however at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

b) Owner shall pay EDC as per the schedule date and demands by DTCP.

c) For the grant of completion certificate, the payment of External Development Charges shall be the per - requisite alongwith valid license and Bank Guarantee.

d) That the Owner shall specify the detail of calculation per sq.m/per sq. ft which is being demanded from the commercial site owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.



e) The unpaid amount of External Development Charges will carry an interest at a rate 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 @ 15% (simple) per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

f) In case HUDA executes External Development Works before the final payment of EDC the Director General shall be empowered to call upon the Licensee/Owner to pay the balance amount of EDC in the lump sum even before the completion of license period and the Owners shall be bound to make the payment within the period so specified.

g) Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director General, from time to time.

B. The owners shall arrange the electric connection from outside source for Electrification of their commercial colony from H V P N L. If the Owners fail to seek electric connection from H V P N L. then the Director General shall recovered the cost from the owners and deposit the same with the H V P N L. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the commercial colony shall be the responsibility of the colonizer for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approval from the agency responsible for installation of "external electrical services" i.e. HVPNL/UHBNL/DHBNL. Haryana and compete the same before obtaining completion certificate for the commercial colony.



That the rates, schedules, terms and conditions of External development charges may be revised by the Director, during the period of the license as and when necessary and the owners shall be bound to pay the balance of enhanced of enhanced charges, if any, in accordance with the rate schedule and the terms and conditions so determined by the Director General.

D. That the Owners/Developer shall be responsible for the maintenance and upkeep of the commercial colony for a period of five years from the date of issue of Completion Certificate under Rule 16 of the Rules, unless either relieved of this responsibility.

E. That the owner/Developer shall be individually as well as jointly responsible for the development of the Commercial Colony.

F. That the pace of the construction shall be at least in accordance with our sale agreement with the buyer's of the commercial site etc, as and when scheme is launched.

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- G. That the Owners/developer shall complete the internal development works within initial validity of the grant of license.
- H. That the Owners/Developer shall deposit Infrastructure Development Charges at the rate Rs. 1000/- per square meter (1.75 FAR) for gross area commercial are in area equal installment. The first installment of the infrastructure development charges would be deposited by the Owners within 50 (sixty) days from the date of grant of license and the second installment to be deposited within 6 (six) months from the date of grant on license. The unpaid amount of infrastructure Development charges shall carry an interest @ 18 (simple) per annum for the delay in the payment of installment.
- I. That the Owners/Developer shall carry out, at his own expenses and cost, any other works which the Director General may think necessary and responsible in the interest of proper development of the Colony.
- J. That the owners shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works in the Colony and Owner 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.
- K. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and these Rules shall be binding on the Owners/Developer.



That the Owners shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HUDA and the same is mad functional.


2. Provided always and it is here by agreed that if the Owners commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act or Rules, then and in any case and notwithstanding the waiver of any previous clause or right, the Director General may cancel the license granted to the Owners.
3. Upon cancellation of the license under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1984 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of Director General.
4. The Stamp duty and registration charges on this agreement shall be borne by the owners.
5. The expressions "The Owners/developers" hereinafter 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 by the owners in accordance with the approved plans and


specifications and a completion certificate in respect thereof have been issued, the Director General may, on an application in this behalf from the owners release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under rule 16 or earlier in case the owners are relived of the responsibilities in this behalf by the Government. However the Bank Guarantee regarding the External Development Charges shall be released by the Director General in proportion to the payment of External Development Charges received from the Owners.

7. 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 of site in licensed land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.

IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the date, month and the year first above written.

WITNESSES:

1. 
VINAY GUPTA
#1547, IInd floor
Sector - 7-C
Chandigarh


Keshav Dutt S/o Ram Chander, Rasveena Sharma
Wd/o Vinod Sharma, Vinanti, Vinorica Ds/o Vinod
Sharma, Gaurav Sharma S/o Pramod Sharma,
Subodh Sharma, Amod Sharma, Monoj Sharma
Ss/o Ravi Dutt, Gaurav Sharma S/o Vinod Sharma

Through their GPA Holder Sh. Gautam Bhalla

2.

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH





हरियाणा HARYANA

29AA 166316

LC-IV
(See Rule -11)

AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A COMMERCIAL COLONY

THIS AGREEMENT is made and executed on this 05th day of AUGUST, 2015 (Two Thousand Fifteen)

BETWEEN

M/s Keshav Dutt S/o Ram Chander, Rasveena Sharma Wd/o Vinod Sharma, Vinanti, Vinorica Ds/o Vinod Sharma, Gaurav Sharma S/o Pramod Sharma, Subodh Sharma, Amod Sharma, Monoj Sharma Ss/o Ravi Dutt, Gaurav Sharma S/o Vinod Sharma C/o Calder Developers Pvt. Ltd. A Company registered under the companies act, 1956 having its registered office at 4th Floor Vatika Triangle, Block-A, Sushant Lok, Gurgaon -122002 (hereinafter referred to as "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 their GPA holder namely Sh. Gautam Bhalla S/o Sh. Anil Bhalla of the One Part.

AND

The Governor of Haryana acting through the Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR") of the other Part.

66110

Calder-developer OS L2

UJAN PAL

Regn. 3

Dist. Court Gurgaon

n. delv

19/8/14

WHEREAS in addition to agreement executed in pursuance of the provisions of Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules") and the conditions laid down therein for grant of license, the Owners/Developer shall enter into Bilateral Agreement with the Director General for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Commercial Colony on land measuring 12.13125 acres falling in revenue estate of village Silokhara, Sector-16, District Gurgaon, Haryana.

And whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owners/Developer to set up the Commercial Colony on the land on the fulfillment of the conditions of this Bilateral Agreement, the Owners, his partners, legal representative, authorized agents, assigners, executors etc, shall be bound by the terms and conditions of the Bilateral Agreement executed by the Owners hereunder covenanted by him as follow:



- (i) That the Owners/Developer undertake to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:
- (ii) That the Owners/Developer shall pay the proportionate external development charges (EDC) at the tentative rate of Rs., 441.9404 lacs per gross acre for the Commercial Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana either in lump sum within 30 (thirty) days from the date of the grant of license or in 12 (twelve) equal quarterly installments in the following
- a. First installment shall be payable with a period of 30 (thirty) days from the date of the grant of license.
- b. Balance 91.67% in 11 (eleven) equal quarterly installments alongwith interest at the rate of 12% per annum which shall be charged on the portion of the amount worked out at the tentative rates of Rs. 441.9404 lacs per gross acre. However, at the time of grant of Occupation Certificate nothing will be outstanding as EDC.

- (iii) Owners shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 441.9404 lacs per gross acre.
- (iv) That the Owner shall pay the EDC as per schedule date and as and when demanded by the DGTCP.
- (v) That the Owner shall specify the detail of Calculation per Sq.m/ Per Sq. Ft which is being demanded from the Commercial site 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 External Development Charges shall be pre-requisite alongwith valid license and bank guarantee.

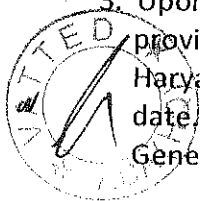


- (vii) The unpaid amount of EDC will carry an interest at the rate of 12% (simple) per annum and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% (simple) per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director General, Town & Country Planning, Haryana.
- (viii) That the Owners shall derive maximum net profit @ 15% of the total project cost of the development of the above noted commercial complex after making provision of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the Owners.
- (ix) The Owners shall submit the Certificate to the Director within 30 days of the full and final completion of the project from a Chartered Accountant that the overall net profit (after making provisions for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- (x) In case HUDA executes external development works before the final payment of EDC, the Director General shall be empowered to call upon the Owners to pay the balance amount of EDC in the lump sum even before the completion of the license period and the owners shall be bound to make the payment within the period so specified and the unpaid amount of EDC will carry an interest at the rate of 12% (simple) per annum.

- a. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.

- b. The Owners shall arrange the electric connection from outside source for Electrification of their colony from the HVPN. If the Owners fail to seek electric connection from HVPN, then the Director General shall recover the cost from the Owners and deposit the same with the HVPN, however, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimate" approved from the agency responsible for installation of "external electrical services" i.e. HVPN/UHBNL/DHBNL, Haryana and complete the same before obtaining completion certificate for the colony.
- c. That the pace of the construction shall be at least in accordance with our sale agreement with the buyer's of the plot/flats/commercial site owners etc, as and when scheme is launched.
- d. That the rates, schedule and terms and conditions of external development charges may be revised by the Director, during the period of the license as and when necessary and the Owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.
- e. That the owners shall be responsible for the maintenance and upkeep of the colony 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.
- f. That the Owner shall be individually as well as jointly be responsible for the development of the commercial colony.
- g. That the Owners shall complete the internal development works within initial validity of the grant of the license.
- h. That the owners shall deposit Infrastructure Development Charges at the rate Rs. 1000/- per square meter (175 FAR) for the gross area of commercial complex in two instalments. The first installment of the infrastructure development charges would be deposited by the Promisee within 60 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 Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
- i. That the owners shall carry out, at his own expenses and cost, any other works which the Director General may think necessary and reasonable in the interest of proper development of the Commercial Colony.
- j. That the Owners shall permit the Director General, or any other officer authorized by him in his behalf to inspect the execution of the development works and the Owners 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.

- k. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owners.
- l. That the Owners shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HUDA and the same is made functional.
- m. That the owners shall convey the "Ultimate Power Load Requirement". Of the project to the concerned power utility, with a copy to the Director General, within period of two months from the date of grant of license to enable provision of site in the licensed land for transformers/switching Stations/Electric Sub – Station 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 if the Owners commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director General may cancel the License granted to the Owners.
3. Upon cancellation of the License under clause-3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of Director General.
4. After the layout plan and development works in respect of the 'Commercial Complex' or part thereof have been completed by the owners 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 owners release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony 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 relived 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 External Development Charges received from the Owners.)
5. That any other conditions which the Director General may think in public interest can be imposed.
6. That the owner shall pay the labour cess charges as per the policy dated 25.02.2010.
7. The expressions "THE OWNERS" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
8. The Stamp duty and registration charges on this agreement shall be borne by the owner.



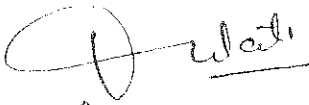
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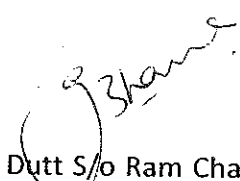
Signature

IN WITNESS WHEREOF the owners and the Director have signed this agreement in the date, month and the first above written.

WITNESSES:

1.


VINAY GUPTA
#11547, IInd Floor
Sector-7C, Chandigarh.


Keshav Dutt S/o Ram Chander, Rasveena Sharma
Wd/o Vinod Sharma, Vinanti, Vinorica Ds/o Vinod
Sharma, Gaurav Sharma S/o Pramod Sharma,
Subodh Sharma, Amod Sharma, Monoj Sharma
Ss/o Ravi Dutt, Gaurav Sharma S/o Vinod Sharma
Through their GPA Holder Sh. Gautam Bhalla



2.

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING, HARYANA
CHANDIGARH



Annexure 'A'

1. Detail of land owned by Blair Developers Pvt. Ltd. Distt, Gurgaon.

| <u>Village</u> | Rect No. | Killa No. | Area <u>Kanal</u> | Marla |
|----------------|--------------|-----------|----------------------|-----------|
| Harsaru | 17 | 12/2 | 3 | 1 |
| | | 13/1/2 | 0 | 11 |
| | Total | | 3 | 12 |

2. Blair Developers Pvt. Ltd. Smt Rita Grover W/o Sh. Madan Grover. Distt. Gurgaon.

| | | | | |
|---------|----|------|---|---|
| Harsaru | 17 | 11/1 | 6 | 8 |
|---------|----|------|---|---|

3. Sh. Sahil Grover S/o Sh. Madan Grover, Distt. Gurgaon

| | | | | |
|---------|----|------|---|---|
| Harsaru | 18 | 15/2 | 6 | 6 |
|---------|----|------|---|---|

4. Dale Developers Pvt. Ltd, Distt, Gurgaon

| | | | | |
|---------|----|------|---|----|
| Harsaru | 18 | 14/2 | 3 | 0 |
| | | 15/1 | 1 | 14 |

| | | |
|-------------|----|----------------------|
| Total | 4 | 14 |
| Grand Total | 21 | 0, Or 12.13125 Acres |

Shane

