



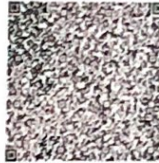
INDIA NON JUDICIAL

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सत्यमेव जयते

Certificate No.	: IN-DL40804536886778S
Certificate Issued Date	: 04-Apr-2020 08:32 PM
Account Reference	: IMPACC (IV)/ d1902003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90200390407023717096S
Purchased by	: STERNAL BUILDCON PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STERNAL BUILDCON PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: STERNAL BUILDCON PRIVATE LIMITED
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



Please write or type below this line.

This stamp paper forms an integral part of the document titled LC-IV executed by Sternal Buildcon private limited dated 06/05/2020



Director
Town & Country Planning
Haryana, Chandigarh

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LC-IV

**AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN AFFORDABLE GROUP
HOUSING COLONY**

This agreement is made on this 13th Aug., 2020. day of ~~May~~ 2020

Between

Mr. Sandeep Yadav, Mr. B.S. Yadav, SA Propcon Private Limited in collaboration with M/s **Sternal Buildcon Private Limited** having its registered office at 12th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught place, New Delhi-110001(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 its Authorised signatory, Sh. Ravi Aggarwal S/o Late Sh. Padam Chand Aggarwal, R/o 34, Road No.61, Punjabi Bagh west, New Delhi- 110026

..... Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

..... Of the OTHER PART

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing 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 grant of license is that the owner/Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the additional license finally granted for setting up an Affordable Group Housing Colony on the land measuring 7.325 acres falling in revenue estate of village Dhorka, Sector 95, Gurugram, Haryana.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In consideration of the Director General agreeing to grant an license to the Owner/Developer to set up the said Affordable 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, the Owner/Developer hereby covenants as follows:-

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2. That the Owner/Developer shall deposit 30% of the amount realized by him from the 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 of the Colony.
3. That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing scheme, as per the rate schedule, terms and condition hereto:
- (i) That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs.104.096 Lacs/acre (Rs.732Lacs for Affordable Group Housing Component) and Rs. 486.13444 Lacs/ acre (Rs.142.4374Lacs for Commercial component). These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e.
 - (ii) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
 - (iii) Balance 90% in nine equaled six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs.104.096 Lacs per gross acre of Affordable Group Housing component and Rs.486.13444 Lacs per gross acre for commercial component. However at the time of grant of occupation certificate nothing will be due on account of EDC.
 - (iv) That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - (v) That the Owner/Developer shall specify the detail of Calculation per Sq.mtr. /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.
 - (vi) That in the event of increase in EDC rates, the owner/Developer 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.
 - (vii) 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.
 - (viii) 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 in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @


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15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.

- (ix) In case 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 the lump sum even before the completion of the license period i.e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
4. That the pace of the construction shall be at least in accordance with the sale agreement with the buyers of the flats.
5. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Haryana VidhyutParsaran 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 HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing 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 BijliVitrans Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.
6. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable Group Housing Colonies for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public part free of cost to the Government of the local authority, as the case may be.
7. No third party right shall be created without getting the prior permission of the Director General Town and Country Planning, Haryana, Chandigarh.
8. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.
9. That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
10. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
11. That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Scheme, as per rate, schedule, terms and conditions given in clause 3(b) of the agreement.

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12. That the rates, schedule, terms and conditions of EDCas mentioned above may be revised be 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.
12. That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provision of zoning Plan of the site, conform to the Building by-laws and regulations in force in that area and shall confirm 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).
13. That the Owner/Developer shall furnish layout plan of Affordable Group Housing Colony 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 Affordable Group Housing Scheme within a period of 60 days from the date of grant of license.
14. That all Flats in this project shall be allotted in one go within 4 months of sanction of building plan or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.
15. 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 said Affordable Group Housing Colony.
16. 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 Affordable 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.
17. 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.
18. 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 disposal or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
19. Provided always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.


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20. Upon cancellation of the License under clause 20 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 event shall stand forfeited in favor of Director General.
21. 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 for transformers, Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
22. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
23. After the layout and development works or part thereof in respect of the said Affordable 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 said Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Affordable Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule 16 or earlier in case the Owner/Developer is relieved of the 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 AND THE DIRECTOR
deed on the date and the year first above written.

has signed this


WITNESSES:

1. 
V. Anand
#2508, 19c, C-1, Gurgaon


Authorised Signatory

On behalf of the Owner/Developer

2.


Director
Town and Country Planning,
Haryana, Chandigarh

Director, Town and Country Planning
Haryana, Chandigarh

For and on behalf of the Governor of Haryana