

Affidavit



**Indian-Non Judicial Stamp
Haryana Government**



Date : 06/10/2020

Certificate No. GOF2020J1122



Stamp Duty Paid : ₹ 101

GRN No. 68049594



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Elan Limited

H.No/Floor : L1/1100

Sector/Ward : Na

Landmark : Street no 25 sangam vihar

City/Village : South delhi

District : New delhi

State : Delhi

Phone : 80*****42



Purpose : LC IV Agreement to be submitted at Dtcp haryana chandigarh

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LC-IV

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

This Agreement is made and executed at CHD. on 31st day of Oct., 2020

BETWEEN
Pyramid City Projects LLP in Collaboration with
We, M/s Elan Limited having Registered office at L-1/1100 , First Floor , Street No. 25 , Sangam Vihar , South Delhi , New Delhi – 110062 and Corporate Office at 3rd Floor, Golf View Corporate Tower, Sector-42, Gurugram (hereinafter referred to as "Owner") which shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its Authorized Signatory Mr.Gaurav Khandelwal vide Board Resolution Dated 25.08.2020 , itself for the Company and behalf of land owners of the One part

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For ELAN LIMITED

Authorised Signatory



Director
Town & Country Planning
Haryana, Chandigarh

AND

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

of the other part

Whereas the owner is in possession of the land detailed in the Annexure 'A' attached herewith 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 the license is that the owners shall enter into an agreement with Director 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 2.0 Acres falling in revenue estate of Village Adampur, Sub Tehsil Wazirabad, Sector-50, Gurugram, Haryana

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owners to set up the said Commercial Colony on the said land mentioned in the Annexure 'A' attached hereto on the fulfilment of all the conditions as are laid down in the Rules 11 of Haryana Development and Regulation of Urban Areas Rules, 1976 the Owner hereby covenant as follows:
 - (a) That the owner undertake to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto:
 - (i) That the owners undertake to pay the proportionate External Development Charges at the tentative rate of Rs. 486.1344 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 manner:

For ELAN LIMITED

Authorised Signatory



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Director
Town & Country Planning
Haryana, Chandigarh

- (a) First installment i.e. 8.33% shall be payable within a period of 30(thirty) days from the date of grant of license.
- (b) Balance 91.67% in 11(Eleven) equal quarterly installments along with interest at the rate of 12 % (Simple) per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 486.1344 Lacs per gross acre for commercial Colony, however at the time of grant of occupation certificate nothing will be outstanding on account of EDC.
- (ii) Owner shall pay EDC as per the schedule or as and when demanded by DTCP.
- (iii) For the grant of Completion Certificate, the payment of External Development Charges shall be the pre-requisite along with valid licence and Bank Guarantee.
- (iii(a) That the Owner shall specify the detail of Calculation per Square meter/ Per Square feet which is being demanded from Commercial Space/unit Owner(s) on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- (iv) The unpaid amount of EDC will carry an interest at a rate of 12% per annum (simple) 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.
- (v) In case Haryana Urban Development Authority HUDA executes External Development Works before the final payment of External Development Charges (EDC) the Director 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.
- (b) Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
- (c) The owners shall arrange the electric connection from outside source for Electrification of their Commercial Colony from Haryana Vidyut Prasaran Nigam (HVPN). If the Owners fail to seek electric connection from H V P N, then the Director shall recover the cost from the owner and deposit the same with the

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For ELAN LIMITED

Authorized Signatory

Director
Town & Country Planning
Haryana, Chandigarh

H V P N. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the commercial colony shall be the responsibility of the owners for which the Owner 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 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 charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.
-) That the Owners 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 earlier relieved of this responsibility.
 -) That the owners shall be individually as well as jointly responsible for the development of the Commercial Colony.
 - g) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the space/units etc. as and when scheme is launched.
 - h) That the owners shall complete the internal development works within initial validity of the grant of license.
 - i) That the owners shall deposit Infrastructure Development Charges at the rate Rs. 1000/- per square meter (175 FAR) for commercial area in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the owner within 60(sixty) 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 % per annum (simple) for the delay in the payment of installment.

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For ELAN LIMITED

Authorized Signatory


Director
Town & Country Planning
Haryana, Chandigarh

- (j) That the owners shall carry out, at his own expenses and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the Colony.
- (k) 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 Commercial 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.
- (l) 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.
2. That the Owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HUDA and the same is made functional.
 3. Provided always and it is hereby agreed that if the Owner 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 may cancel the License granted to the Owners.
 4. Upon cancellation of the License under clause-3 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 favour of Director.
 5. The Stamp duty and registration charges on this agreement shall be borne by the Owner.
 6. The expression "THE OWNER" hereinafter used shall include his heirs, legal representatives and successors and permitted assignees.
 7. After the layout and development works or part thereof in respect of the "Commercial 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 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(five) years from the date of issue of the

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For ELAN LIMITED


 Authorized Signatory


 Director
 Town & Country Planning
 Haryana, Chandigarh

Completion Certificate under rule 16 or earlier in case the owners are relived of responsibilities in this behalf by the Government . However the Bank Guarar regarding the External Development Charges shall be released by the Director proportion to the payment of External Development Charges received from the Own

8. That the owner shall convey the 'Ultimate power load requirement' of the project to concerned power utility with a copy to the Director, within two months period from date of grant of license to enable provision of site in licensed land Transformers/Switching Station/Electric Sub-Station as per the norms prescribed by power utility in the zoning plan of the project.

IN WITNESS WHERE OF THE OWNERS AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

Witnesses:-

1. RAJESH HUMAN S/o Lda's Chand
Vill - Taprian (Karni) (Karni)
Tel - Bilaspur, DIST - Yamuna Nagar

For Elan Limited
FOR ELAN LIMITED
Authorized Signatory
(Authorized Signatory)

2.

DIRECTOR,
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF GOVERNOR
OF HARYANA

Director
Town & Country Planning
Haryana, Chandigarh