



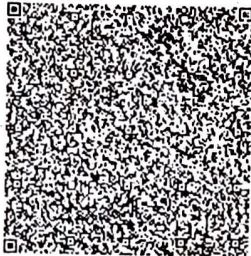
सत्यमेव जयते

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Unique Doc. Reference	: SUBIN-DL87680367136784367592Q
Purchased by	: NAVI ESTATE LLP
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NAVI ESTATE LLP
Second Party	: DTCP HARYANA
Stamp Duty Paid By	: NAVI ESTATE LLP
Stamp Duty Amount (Rs.)	: 10 (Ten only)



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FORM LC-IV

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

This agreement is made on the ^{17th} day of November, 2018 between Shri Monika Raizada W/o Naveen Raizada, In collaboration with M/s Navi Estates LLP. Having their registered office at 15,

Director
Town & Country Planning
Haryana, Chandigarh



For Navi Estates LLP

Director

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respectively through its authorized signatory Sh. Vijay Krishen Goel, which expression shall repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of developing and converting it into commercial colony;

And whereas under rule 11, of 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 owner shall enter into an agreement with the director for carrying out and completion of development works in accordance with the license finally granted for setting up a commercial colony over an area of 2.625 acres at Village Dhunela, Sector-34, Tehsil Sohna, District Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11, of Haryana development and Regulation of urban area rules, 1976 (hereinafter referred to as the said "Rules"), by the owner, the owner hereby convents as follows:

1. That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereto:

- a. That the owner shall pay the proportionate External Development charges at the tentative rate of 437.517 Lacs per gross acre for commercial colony. 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 Twelve equal quarterly installments of 8.33% each i.e.:-

- i. The first installment of 8.33% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of license.

- ii. Balance 91.67% in 11 equal quarterly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 437.517 lacs per gross acre. However, at the time of grant of occupation certificate nothing will be outstanding as EDC.

- b. For grant of completion certificate, the payment of external development charges shall be prerequisite along with valid licence and bank guarantee.

- c. The unpaid amount of external development charges would 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

Director
& Country Planning
Haryana, Chandigarh



Monika

For Navi Estates LLP
Vijay Goel
Director

(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 DGTCP.

d. In case Haryana Urban Development Authority executes external development works before the final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.

- i. Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- ii. The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of " external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- iii. That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- iv. That the owner 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.
- v. That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
- vi. That the owner shall complete the internal development works within initial validity of the grant of the licence.
- vii. That the owner shall deposit infrastructure development charges @ Rs. 750/- square meters of the total covered area of the commercial colony in two equal installments. The first installment of the service charges would be deposited by the owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service

Director
Town & Country Planning
Haryana, Chandigarh




Write

For Navi Estates LLP
Vijay K. Goel
Director

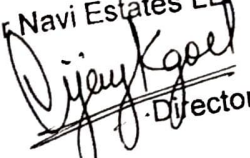
charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

- viii. That the owner 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 commercial colony.
 - ix. That the owner shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
 - x. That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
 - xi. That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.
2. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the owner.
 3. Upon cancellation of the licence under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976, as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.
 4. The Stamp duty and registration charges on this deed shall be borne by the owner.
 5. The expressions "the Owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
 6. After the layout plans and development works or part thereof in respect of the commercial colony or part thereof have been completed by 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 the 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 relieved of the responsibility 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 owner.


Director
Town & Country Planning
Haryana, Chandigarh





For Navi Estates LLP

Director

IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witness:-

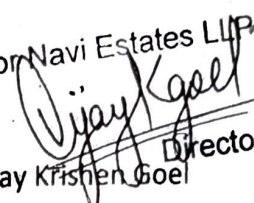


Abhimanyu Mittal
R-63C, Dilshad Garden,
Delhi 110095



Land Owner

For Navi Estates LLP



Vijay Krishen Goel
Director
M/s Navi Estates LLP

Dated.....



Director, TCP Haryana



Director
Town & Country Planning
Haryana, Chandigarh