

# INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

## e-Stamp

सत्यमेव जयते Certificate No. IN-DL86147465909805S 29-Sep-2020 11:08 AM Certificate Issued Date IMPACC (IV)/ dl960303/ DELHI/ DL-DLH Account Reference Unique Doc. Reference SUBIN-DLDL96030379639961032069S SIGNATUREGLOBAL DEVELOPERS PVT LTD Purchased by **Description of Document** Article 5 General Agreement Not Applicable **Property Description** 0 Consideration Price (Rs.) (Zero) SIGNATUREGLOBAL DEVELOPERS PVT LTD First Party Second Party Not Applicable SIGNATUREGLOBAL DEVELOPERS PVT LTD Stamp Duty Paid By 100 Stamp Duty Amount(Rs.) (One Hundred only)





LC-IV

Please write or type below this line.....



Statutory Alert:

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The onus of checking the legitimacy is on the users of the certificate. 3. In case of any discrepancy please inform the Competent Authority.

#### Between

**M/s Signatureglobal Developers Private Limited** having its registered office at 1308, 13<sup>th</sup> Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, 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 Director/Authorized Signatory namely Ravi Aggarwal s/o Late. Padam Chand Aggarwal R/o 34, Road No 61, West Punjabi Bagh, New Delhi-110026

..... Of the ONE PART

### And

The GOVERNER 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 in possession of or otherwise well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into Residential Plotted Colony

AND WHEREAS under Rule II 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 for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Plotted Colony on the land measuring 20.589 acres in the revenue estate of Village Gadauli Kalan, Tehsil Sohna, Sector 37 D, Gurugram, Haryana:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- 1. In consideration of the Director agreeing to grant a license to the Owner/Developer to set up the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11by the Owner/Developer hereby covenants as follows:
  - a) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Colony for theperiod 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 winch 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.
  - b) That the Owner/Developer shall deposit Fifty Percent of the amount realized by him from the Plot holders from time to time 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.



For Signatureglobal Developers Pyt. Ltd.

**Director/Authorised Signatory** 

- c) 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 work in the said 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.
- d) That the Owner/Developer shall pay proportionate development Charges as and when required and as determined by the Director in respect of External Development Charges.
- e) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner/developer.
- 2. Provided always and it is hereby agreed that if the Owner/Developer shall commits any breach of the terms and conditions of this Agreement or violate any provisions of the Act or Rules, than in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
- 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, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favor of Director.
- 4. The stamp and registration charges on this deed shall be borne by the owner.
- 5. The expression that 'owner' herein before used shall include his heirs; legal representatives, successors and permitted assignees.
- 6. After the layout and development works completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/ Developer demortgage the 15% saleable area, mortgage on the account of the BG required to be deposited against the cost of internal development works. However before the de-mortgage of the said area the owner has to submit Bank Guarantee equivalent to the 1/5<sup>th</sup> of the Bank Guarantee required to be deposited as per the Rule 11(a) and Rules 1976, to ensure upkeep and maintenance of the colony for a period of five years from the date of issue of the completion certificate under Rule 16 or earlier in case of the owner is relieved of the responsibilities in this behalf by the Government.

### OR

After the layout and development works 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 if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of colony completed shall be released and provided further that the bank guarantee equivalent to  $1/5^{th}$  of the amount thereof shall be kept unreleased to ensure upkeep and maintenance of the said Colony or the part thereof, as the case may be, for a period of five years from the date of the



For Signatureglobal Developers Pvi, Ltd.

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.

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

WITNESSES:

1 Dharmenelog # 1054, Seet. 15-B

For Signatureglobal Developers Pvt. Ltd.

utherised Signatory

On behalf of the Owner/Developer

2 Dileep # 3535, Sect-15-D Town and Country Planning Haryana, Chandigarh

For and on behalf of the Governor of Haryana