

Countrywide Promoters
SPECIAL
ADHESIVE

FORM LC-IV
(See rule 11)

Agreement by owner of land intending to set up an Residential Plotted Colony

This agreement is made on this the 1st day of September, 2021 between (i) Imagine Builders Pvt. Ltd. (ii) Visual Builders Pvt. Ltd. (iii) Passionate Builders Pvt. Ltd. (iv) Bright Star Builders Pvt. Ltd. (v) Impartial Builders Pvt. Ltd. (vi) Ashirbad Buildwell Pvt. Ltd. (vii) Grow High Realtors Pvt. Ltd. (viii) Countrywide Promoters Pvt. Ltd. (ix) Garland Infrastructure Pvt. Ltd. (x) Digital SEZ Developers Pvt. Ltd. in Collaboration with Countrywide Promoter Private Limited, having its registered office at OT-14, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad Haryana-121004 (herein after called the "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 authorized representative Sh. Deepak Pannu.

.....of the one part

And

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

.....of the other part.

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 "Rules") and the conditions laid down therein for grant of licence, the Owner shall enter into a bilateral agreement with the Director for carrying out and

For Countrywide Promoters Pvt. Ltd.

Deepak Pannu
Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

completion of the development works in accordance with the license finally granted for setting up of an Additional Residential Plotted Colony on the land measuring 9.30 Acres in addition of already granted License area measuring 102.20 Acres (License No. 15 of 2011 dated 07.03.2011) in Sector-70-70A, Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to granting license to the owner to set up the said colony on the land mentioned hereto and on the fulfillment of all the conditions of this Bilateral Agreement, the owner, his parents, legal representatives, authorized agents, assigns, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the owner hereunder covenanted by him as follows:
 - i. That the Owner / developer shall integrate the bank account on which 70 percent allottee receipts are credited under section 4(2)(I)(D) of the Real Estate Regulation & Development Act, 2016 with the online application / payments gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
 - ii. That such 10% of the total receipt from each payment made by the allottee, which is received by the department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
 - iii. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner / developer.
 - iv. The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner / developer. The Owner / developer shall continue to supplement such automatic EDC dedications with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
 - v. That the Owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization and a separate account to be maintained in the scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and the construction works in the colony.

For Countrywide Promoters Pvt. Ltd.

Authorized Signatory




Director
Town & Country Planning
Haryana, Chandigarh


- vi. That the Owner undertakes to pay proportionate External Development Charges as per rate, schedule, terms and conditions hereto:
- a. That Owner shall pay the proportionate external development charges as the tentative rate of Rs. 104.96 Lacs per acre for plotted area and Rs. 486.1344 lacs per acre for Commercial area. These charges shall be payable to Director, Town & 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% of each in the following manner:
 - b. First instalment shall be payable within a period of 30 days from the date of the grant of license.
 - c. Balance 90% in nine equal half monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the rate of Rs. 104.96 Lakh per acre for Plotted area and Rs. 486.1344 Lakh per acre for Commercial Component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
 - d. That the Colonizer / developer shall pay the EDC, as per schedule date as and when demanded by the Director, Town & Country Planning, Haryana, Chandigarh.
 - e. In the event of increase of EDC rate, the colonizer 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.
 - f. For the grant of Completion Certificate, the payment of EDC shall be prerequisite along with valid licenses & bank guarantee.
 - g. That the Owner shall specify the detail of calculation per sqm/ sq. ft. which is being demanded from plot owners on account of EDC / IDC, if being charged separately as per rates fixed by the Govt. .
 - h. 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 instalment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.

For Counterside Promoters Pvt. Ltd.

Authorised Signatory




Director
Town & Country Planning
Haryana, Chandigarh

- i. In case the Director / HSVP executes External Development works before final payment of External Development charges, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of External Development Charges in lump sum even before completion of licensed period and the owner shall bound to make the payment within period so specified.
- j. Enhanced compensation of land cost, if any shall be payable extra as dedicated by the Director from time to time.
- k. The Colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town & Country Planning, will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer for which the colonizer will be required to get the "Electrical (Distribution) services plans/ estimates" approved from the agency responsible for installation of External Electrical Services" i.e. HVPN/ UHBVL/ DHBVNL, Haryana and complete the same before obtaining completion Certificate for the Colony.
- l. No EDC would be recovered from EWS category of allottees.
- m. That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director during the period of License as and when necessary and the owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms & conditions so determined by the Director alongwith interest from the date of grant of License.
- n. That the Owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks, public health service for five years from the date of issue of the completion certificate under rule-16 unless earlier relieved of this responsibility at which the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority as the case may be.
- o. That Owner shall construct at his own cost, or get constructed by any other

For Countryside Promoters Pvt. Ltd.

Authorized Signatory




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Town & Country Planning
Haryana, Chandigarh

institution or individual at its cost, schools hospital, community centers and other community building on the land set apart for this purpose, within a period of five years from grant of license or in the extended period as followed by the Director and failing which the land shall vest with the Government after such prescribed period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit.

- p. No third party / subsequent rights will be created without obtaining the prior permission of the DTCP.
- q. All the Community buildings will be constructed by the colonizer within time period, so specified by the Director.
- r. That the Owner shall individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- s. That the Owner shall complete the internal development works within four years from the date of grant of License.
- t. That the Owner shall deposit the Infrastructure Development charges & Rs. 500/- per Sqm. for permissible saleable plotted area and Rs. 1000/- sqm. for Commercial component through bank draft in favour of Director, Town & Country Planning, Haryana in two equal installments. The first installment of the Infrastructure Development Charges would be deposited within 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. Failing which 18% P.A. (simple) will be paid for the delayed period.
- u. 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 colony.
- v. That the Owner shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.

For Countrywide Promoters Pvt. Ltd.

Deepak Penny
Authorised Signatory



[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

- w. That without prejudice to anything contained in this agreement all the provisions contained in the Act and the Rules shall be binding on the owner.
- x. That the Owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangement for temporary disposal or give the requisite land.
- y. That the Owner / colonizer 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 to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- z. That the Owner / colonizer shall abide by the policy dated 08.07.2013 or any other instructions issued from time to time in respect of EWS plots as mentioned in the Bilateral Agreement.
2. Provided always and it is hereby agreed that if the Owner shall commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, than and in any such case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to him.
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 favour of the Director.
4. The stamp duty and registration charges on this deed shall be borne by the owner.
5. The expression "The Owner" hereinbefore used shall include his heirs, legal representative, successors and permitted assignees.
6. After the layout and development works or part thereof in respect of the said 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, release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is

For Countryside Promoters Pvt. Ltd.


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Director
Town & Country Planning
Haryana, Chandigarh

taken in part, only the part of the Bank Guarantee corresponding to the part of the said 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 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.

IN WITNESS WHEREOF the owner and the Director have signed this deed on the day and year first above written.

<div>For & on behalf of COUNTRYWIDE PROMOTERS PVT. LTD.</div> <div>For Countrywide Promoters Pvt. Ltd.  Deepak Pannu Authorized Signatory</div>	<div>For & on behalf of GOVERNOR OF HARYANA</div> <div>Director, Town and Country Planning, Haryana</div>
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WITNESSES:

<div>1. Sign: <u>Ashni</u></div> <div>Name: <u>ASHNI KUMAR</u></div> <div>Address: <u>#3258 SEC-23-D</u> <u>Chandigarh</u></div>	<div>2. Sign: <u>Deepu</u></div> <div>Name: <u>DEEPU</u></div> <div>Address: <u>#307 PH-1 Ramdargah</u> <u>Chandigarh</u></div>
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Director
Town & Country Planning
Haryana, Chandigarh