



1.
Disseeds Town & Planning
RL Chandigarh (Hary)

(16)
3635
Alphel
23/6/2021

FORM LC - IV
(See Rule 11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COMMERCIAL COLONY

This Agreement is made and executed at Gurugram on this 24th day of June 2021.

BETWEEN

M/s M/s White Land Corporation Pvt. Ltd., a company registered under the Companies Act, 1956 and having its registered office at 4610, DLF Qutab Enclave Complex, Phase-IV, Village - Chakkarpur, Gurugram-122001, through its authorised signatory Shubham Sardana (hereinafter referred to as the "Owner"), which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

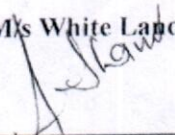
.....of the One Part;

AND

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

.....of the Other Part;

For M/s White Land Corporation Pvt. Ltd.

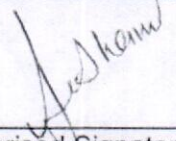
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Authorised Signatory

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 licence is that the owner shall enter into an agreement with the Director for carrying out building construction and completion of the development works in accordance with the licence finally granted for setting up of a Commercial Plotted Colony of (150 FAR) over an area measuring 2.65 acres, in Sector-71, Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration, of the Director agreeing to grant licence M/s White Land Corporation Pvt. Ltd. to set up the said Commercial Plotted Colony over an area measuring 2.65 acres, in Sectors-71 Gurugram, as 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 by the land owning company hereby covenants as follows:
 - a) That the owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under Rule 16 unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.
 - b) That the owner shall deposit 30% of the amount realized by him from Flats/Shops 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 towards meeting cost of internal development works in the colony.
 - c) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with licence granted.
 - d) That the owner 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.
2. That the owners shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HSVP and the same is made functional.
3. Provided always and it is hereby agreed that should the Licencee commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.

For M/s White Land Corporation Pvt. Ltd.

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Authorised Signatory

4. 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 Rule, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
5. That stamp duty and registration charges on this Deed shall be borne by the Licencee.
6. The expression 'the Licencee' hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.
7. After the layout plans and development works or part thereof in respect of the Commercial Colony or part thereof have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Licencees, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the Commercial Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Commercial Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Commercial Colony or the part thereof, as the case may be, for a period of five years from the date of the completion certificate under Rule 16 or earlier in case the Licencee is relieved of the responsibilities 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 Licencee.

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

WITNESSES:

For M/s White Land Corporation Pvt. Ltd.

1. Subhash Arora
F-106, Emerald Heights
Faridabad Subhash

2. GAGAN MOHLA
H.no. 702, Sector - 15, Top Floor
Faridabad - 121007
Gagan

(Signature)
Authorised Signatory