



हरियाणा HARYANA

51AA 027733



LC-IV

AGREEMENT BY OWNER/DEVELOPER OF LAND INTENDING TO SET UP AN
AFFORDABLE GROUP HOUSING COLONY

This Agreement is made and executed

on 19th day of Oct., 2021.

BETWEEN

Breez Infra, (Partnership Firm) under section 59 of the Indian Partnership Act 1932, having registered office at P-903-905, C-wing, 9th Floor, JMD Megapolis, Sector - 48, Sohna Road, Gurugram, Haryana-122018 (hereinafter referred to as the "Owners/Developers") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory namely Sh. Ajay Goyal (Partner of the Firm)

M/s BREEZ INFRA

Ajay Goyal
Authorised Signatory

..... of the ONE PART

Director
Town & Country Planning
Haryana, Chandigarh

AND

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

.....of the OTHER PART

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing 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 grant of license is that the Owner/Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Affordable Group Housing Colony on the land measuring 8.69375 Acres situated in the revenue estate of Village Badha Sector 89, Gurugram, Haryana.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto on the fulfilment of all conditions laid down in Rule - 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows :-

a) That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 days of its realization 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.

b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing scheme, as per the rate schedule, terms and condition hereto:

i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 104.0975 lacs per acres (Rs. 868.7977 Laes) Affordable Group Housing Colony Components and 486.1344 lacs per acres (Rs. 169.0532 lacs) for commercial component. These charges shall be payable to the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each.

M/s BREED INFRA

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

- ii. First instalment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
 - iii. Balance 90% in nine equated six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of EDC. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
 - iv. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - v. That the Owner/Developer shall specify the detail of Calculation per Sq.mt/ Per Sq. Ft which is being demanded from flat owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - vi. That in the event of increase in EDC rates, the Owner/Developer shall pay the enhanced amount of EDC and the interest on instalments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
 - vii. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and thereafter the grant of completion certificate would be considered.
 - viii. 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.
 - ix. In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i.e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- d) The Owner/Developers will arrange the electric connection from outside source for electrification of his colony from HVPN/DHBVNL if they fail to provide electric connection from HVPN/DHBVNL the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN/DHBVNL However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer who will be

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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 said Affordable Group Housing colony.

- e) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads of the said Affordable Group Housing Colony for the period 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 which the Owner/Developer shall transfer all such roads, open spaces, free of cost to the Government or the local authority, as the case may be.
- f) No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.
- g) That the Owner/Developer shall construct all the community buildings within period so specified by the Director from the date of grant of license.
- h) That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- i) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
- j) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Scheme, as per rate, schedule, terms and conditions given in clause - 1 (b) of the agreement.
- k) That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
- l) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- m) That the Owner/Developer shall furnish layout plan of Affordable Group Housing Scheme along with the service plan/detailed estimates together with the Bank

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Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Affordable Group Housing Scheme within a period of 60 days from the date of grant of licence.

- n) That all flats in this project shall be allotted in one go within 4 months of sanction of building plans or receipts of environment clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.
 - o) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Affordable Group Housing Colony.
 - p) 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 works in the said Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
 - q) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
 - r) That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral 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 favour of Director General.
4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land

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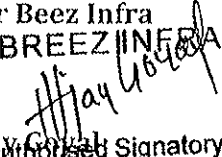
[Signature]
Authorised Signatory


[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.


5. After the layout and development works or part thereof in respect of the said Affordable 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/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable 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 Affordable 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/Developer.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR GENERAL HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.


For Beez Infra
M/s BREEZ INFRA

Ajay Chahal
Authorized Signatory
Authorized Signatory


DIRECTOR
Town and Country Planning,
Haryana, Chandigarh
for and on behalf of the
Governor of Haryana

WITNESSES:

1. Ram Shankar 
F-2-130 Market Chowk
Malindpur New Delhi

Director
Town & Country Planning
Haryana, Chandigarh

2. Nareen 
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Gurgaon, Haryana.

