



# Indian-Non Judicial Stamp Haryana Government



Date : 02/08/2022

Certificate No. G0B2022H3359



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 93119608



Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Dlf Home Developers limited

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*32



Purpose : Agreement to be submitted at Concerned office

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## FORM LC - IV

(See Rule 11)

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

This Agreement is made and executed at \_\_\_\_\_ on this 09<sup>th</sup> day of September, 2022.

## BETWEEN

M/s DLF Home Developers Limited, a company registered under the Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, DLF Gateway Tower, R Block, DLF City, Phase III, Gurugram, through its authorised signatory Mr. Deepak Bhandari (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;

M/s DLF Home Developers Limited

(DEEPAK BHANDARI)  
Authorised Signatory

Director  
Town & Country Planning  
Haryana, Chandigarh

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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 grant of licence for setting up of Plotted Commercial Colony, over an area measuring 2.98125 acres, in the revenue estate of Village Begumpur Khatola, Sector 73, Gurugram.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. In consideration, of the Director agreeing to grant licence to set up the said Plotted Commercial Colony on the land mentioned in the Annexure 'A' 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 Owners has been charged proportionate EDC @ Rs. 416.39 lakhs per acres from the EDC paid earlier for Licence No. 3 of 2014 dated 11.01.2014.
    - (i) That the Owner shall pay the proportionate external development charges at tentative rate of Rs. 416.385 lakhs perm gross acres for plotted commercial colony. These charges shall be payable to Haryana Shahri Vikas Pradhikaran (HSVP) through the Director, either in lumpsum within 30 days from the date of grant of licence or in 12 equal quarterly instalments in the following manner:
      - (a) First instalment shall be payable within a period of 30 days from the date of grant of licence.
      - (b) Balance 91.67% in eleven (11) quarterly instalments alongwith interest at the rate of 12% per annum (simple) which shall be charged on unpaid portion of the amount worked out at the rate of Rs. 416.385 lakhs per gross acres. However, at the time of grant of Occupation Certificate nothing should be outstanding on account of EDC.
    - (ii) That against the licence so granted, the colonizer shall integrate its bank account in which 70% allottee receipts are credited under Section 4(2)(1)(D) of the Real Estate Regulation and Development Act 2016, with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted, if applicable, and gets credited to the EDC head in the State Treasury.
    - (iii) Such 10% of the total receipts, if applicable, from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the colonizer.
    - (iv) Such 10% deduction, if applicable, shall continue to operate till the total EDC dues get recovered from the colonizer against the said licence.
    - (v) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the colonizer. The owner shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
  - (b). For grant of completion certificate, the payment of External Development Charges shall be pre-requisite alongwith valid licence and Bank Guarantee.
  - (c). 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 installment 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.


M/s DLF Home Developers Limited

(DEEPAK BHANDARI)  
Authorised Signatory

- (d). In case Haryana Shahri Vikas Pradhikaran (HSVP) executes External Development Works before the final payment of EDC, the Director shall be empowered to call upon the owners to pay the Balance amount of EDC in the lump sum even before the completion of the licence period and the owner shall be bound to make the payment within the period so specified.
- (i) Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
- (ii) The Owner shall arrange the electric connection from outside source for electrification of their colony from HVPN. If the owner fails to provide electric connection from HVPN, the Director, Town & Country Planning will recover that cost from the owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the owner, for which the owner, will be required to get the "electric (distribution) services plan / estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPNL/UHBNL/DHBNL, Haryana, and complete the same before obtaining completion certificate for the colony.
- (e). That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director, during the period of the licence as and when necessary and the owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.
- (f). That the Owner shall be responsible for the maintenance and upkeep 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.
- (g). That the Owner shall be individually as well as jointly be responsible for the development of the Plotted Commercial colony for the individual plan of the licenced area as well as total combined plan area as whole.
- (h). That the Owner shall complete the internal development works within initial validity of the grant of licence.
- (i). That the Owner shall deposit the Infrastructure Development Charges (IDC) @ Rs. 1000/- per sqm. of the gross area of the colony in two equal installments. The first instalment of the IDC shall be deposited by the Owner within 60 days from the date of grant of licence and the second instalment shall be deposited within 6 months from the date of grant of licence, failing which 18% p.a. interest shall be charged.
- (j). That the Owner shall carry out at his own expenses any other works which Director may think necessary & responsible in interest of proper development of colony.
- (k). That Owner shall permit the Director or other officers authorized by him in this behalf to inspect the execution of the layout & development works in the colony and 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.
- (l). 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.
- (n). That Owner shall pay EDC as per scheduled date, terms & conditions & as demanded by the Director.

  
Director  
Town & Country Planning  
Haryana, Chandigarh


M/s DLF Home Developers Limited

  
(DEEPAK BHANDARI)  
Authorised Signatory


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 Owner 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.
4. Upon cancellation of the licence under clause 3, 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 favor of the Director.
5. That stamp duty and registration charges on this Deed shall be borne by the Owner.
6. The expression 'the Owner' 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 Plotted 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 Owner, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the Plotted Commercial Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Plotted 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 Plotted 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 Owner 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 Owner.


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

M/s DLF Home Developers Limited

  
(DEEPAK BHANDARI)  
Authorised Signatory

WITNESSES:

  
1. Amit Kumar  
1<sup>st</sup> Floor, Gateway Tower  
Gurugram, Haryana

  
2. Abhinav Johri  
1<sup>st</sup> Floor, Gateway Tower  
Gurugram, Haryana

  
Director  
Town & Country Planning  
Haryana, Chandigarh



# Indian-Non Judicial Stamp Haryana Government



Date : 02/08/2022

Certificate No. G0B2022H3368



Stamp Duty Paid : ₹ 101

GRN No. 93119947



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Dlf Home Developers limited

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*32



Purpose : Bilateral Agreement to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

## FORM LC-IV-D

[See rule 11(1) (h)]

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

This Agreement is made and executed at \_\_\_\_\_ on this 09<sup>th</sup> day of September, 2022.

## BETWEEN

M/s DLF Home Developers Limited, a company registered under the Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, DLF Gateway Tower, R Block, DLF City, Phase III, Gurugram, through its authorised signatory Mr. Deepak Bhandari (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;

M/s DLF Home Developers Limited

(DEEPAK BHANDARI)  
Authorised Signatory

Director  
Town & Country Planning  
Haryana, Chandigarh

Contd...Pg/2

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 grant of licence for setting up of Plotted Commercial Colony, over an area measuring 2.98125 acres, in the revenue estate of Village Begumpur Khatola, Sector 73, Gurugram.

AND WHEREAS the BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner:

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant licence to M/s DLF Home Developers Limited to set up the said Plotted Commercial Colony on the land mentioned in Annexure hereto on the fulfillment of the conditions of this Bilateral Agreement, the owner, which term shall include his partners, legal representatives, authorized agents, assignees, 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 Owners undertakes to pay proportionate external development charges (EDC) as per rate, schedule, terms & conditions hereunder:
  - (ii) That the Owner shall pay the proportionate external development charges at tentative rate of Rs. 416.385 lakhs per gross acres for Plotted commercial colony. These charges shall be payable to Haryana Shehri Vikas Pradhikaran (HSVP) through the Director, either in lumpsum within 30 days from the date of grant of licence or in 12 equal quarterly instalments in the following manner:
    - (a) First instalment shall be payable within a period of 30 days from the date of grant of licence.
    - (b) Balance 91.67% in eleven (11) quarterly instalments alongwith interest at the rate of 12% per annum (simple) which shall be charged on unpaid portion of the amount worked out at the rate of Rs. 416.385 lakhs per gross acres. However, at the time of grant of Occupation Certificate nothing should be outstanding on account of EDC.
    - (c) The Owner shall furnish Bank Guarantee equal to 25% of amount worked out at tentative rate of Rs. 416.385 lakhs per gross acre.
    - (d) The Owner shall pay the EDC as per schedule dates, terms & conditions as and when demanded by the Director.
  - (iii) That against the licence so granted, the colonizer shall integrate its bank account in which 70% allottee receipts are credited under Section 4(2)(1)(D) of the Real Estate Regulation and Development Act 2016, with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted, if applicable, and gets credited to the EDC head in the State Treasury.
  - (iv) Such 10% of the total receipts, if applicable, from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the colonizer.
  - (v) Such 10% deduction, if applicable, shall continue to operate till the total EDC dues get recovered from the colonizer against the said licence.


M/s DLF Home Developers Limited

(DEEPAK BHANDARI)  
Authorised Signatory

- (vi) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the colonizer. The Coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
- (vii) That the Owner shall specify the detail of Calculation per Sqm/Per sqft. which is being demanded from the Plotted Commercial Site Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.
- (viii) For grant of completion certificate, the payment of External Development Charges shall be pre-requisite alongwith valid licence and Bank Guarantee.
- (ix) 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 installment 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.
- (x) That the Owner shall derive maximum net profit @15% of the total project cost of the development of the above noted plotted commercial plotted colony after making provision of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the Owner.
- (xi) That Owner shall submit certificate to the Director within 30 days of full and final completion of project from a Chartered Accountant that overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of total project cost of the scheme. Provided that the colonizer shall have the option to either to deposit IAC as applicable from time to time at any stage before grant of completion certificate & get exemption of restriction of net profit beyond 15% or deposit amount as per terms & conditions of the agreement.
- (xii) In case Haryana Shahri Vikas Pradhikaran (HSVP) executes External Development Works before the final payment of EDC, the Director shall be empowered to call upon the owners to pay the Balance amount of EDC in the lump sum even before the completion of the licence period and the owner shall be bound to make the payment within the period so specified.
  - a. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
  - b. The Owner shall arrange the electric connection from outside source for electrification of their colony from HVPN. If the owner fails to provide electric connection from HVPN, the Director, Town & Country Planning will recover that cost from the owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the owner, for which the owner, will be required to get the "electric (distribution) services plan / estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPNL/UHBVNL/DHBVNL, Haryana, and complete the same before obtaining completion certificate for the colony.

  
Director  
Town & Country Planning  
Haryana, Chandigarh

M/s DLF Home Developers Limited

  
(DEEPAK BHANDARI)  
Authorised Signatory

- c. That the Owner shall be responsible for maintenance and upkeep of Colony for a period of 5 years from date of issue of completion certificate under Rule 16 of the Rules 1976 unless earlier relieved of this responsibility by DTCP.
  - d. That rates, schedules and terms and conditions of EDC may be revised by the Director, during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges if any, in accordance with rate, schedule and terms & conditions so determined by Director.
  - e. That the owner/developer shall be individually as well as jointly be responsible for the development of plotted commercial colony.
  - f. That the owner shall complete the internal development works within initial validity of the grant of the licence.
  - g. That the Owner shall deposit the Infrastructure Development Charges (IDC) @ Rs. 1000/- per sqm. of the gross area of the colony in two equal installments. The first instalment of the IDC shall be deposited by the Owner within 60 days from the date of grant of licence and the second instalment shall be deposited within 6 months from the date of grant of licence, failing which 18% p.a. interest shall be charged.
  - h. That the Owner shall carry out, at his own expenses and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the plotted commercial colony.
  - i. 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 owners shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
  - j. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the owners.
  - k. 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.
2. That the owner 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 licence to enable provision of site in licenced land for Transformers/Switching Stations/Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
  3. 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.
  4. Upon cancellation of the licence under clause 3 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 upto date, the bank guarantee in that event shall stand forfeited in favour of the Director.
  5. The Stamp duty and registration charges on this deed shall be borne by the owner.
  6. The expressions "THE OWNERS" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.

M/s DLF Home Developers Limited


  
(DEEPAK BHANDARI)  
Authorised Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh


7. After the layout plans and development works or part thereof in respect of Plotted Commercial Colony or part thereof have been completed by the Owner in accordance with the approved plans & specifications & a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Owner, release Bank Guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep & maintenance of Colony for a period of 5 years from the date of issue of the completion certificate under Rule 16 or earlier unless the Owner is relieved of his 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 owners.
8. That any other condition which the Director may think necessary in public interest can be imposed.
9. That the Owner shall pay the labor cess charges as per prevalent policy.
10. That the Owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, parking, public health services for 5 years from the date of issue of completion certificate under rule 16 unless earlier relieved of this responsibility, at which the Owner shall transfer all such roads, open spaces, public parks, parking and public health services free of cost to the Govt. or the local authority, as the case may be.
11. 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 in a separate account to be maintained in the scheduled bank and this amount shall only be utilized by the Owner towards meeting the cost of internal development works and the construction works in the colony.
12. That Owner shall permit the Director, or any other officer authorized by him in this behalf to inspect the execution of layout & development works in the colony and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
13. That the bank guarantee of the internal development works has been furnished on the interim rates for development works. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty days on demand.
14. That any other condition which the Director may think necessary in public interest can be imposed.


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

M/s DLF Home Developers Limited

  
(DEEPAK BHANDARI)  
Authorised Signatory

WITNESSES:

  
1. Amit Kumar  
1<sup>st</sup> Floor, Gateway Tower  
Gurugram, Haryana

  
2. Abhinav Johri  
1<sup>st</sup> Floor, Gateway Tower  
Gurugram, Haryana

  
Director  
Town & Country Planning  
Haryana, Chandigarh