

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 26/11/2022

Certificate No. G0Z2022K2417



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 96627715



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dhoopla enterprise private Limited

H.No/Floor : C50

Sector/Ward : 56

LandMark : Sushant lok 2

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****38



Buyer / Second Party Detail

Name : Director town and country Planning haryana

H.No/Floor : 3

Sector/Ward : 0

LandMark : Sector 18a madhya marg

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 99*****89

Purpose : AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR SETTING UP A COLONY
FORM LC VI

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

**AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR SETTING UP A
COLONY**

This Agreement is made in this 16th day of December, 2022.

Between

M/s Dhoopla Enterprise Private Limited having their office at H.No.- C-50 2nd floor, Sushant Lok-2, Sector- 56, Gurugram, Haryana (hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their succession, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Musolani S/o Sh. Jagbir Singh respectively.

.....of the ONE PART

AND

Director General
Town & Country Planning
Haryana, Chandigarh

For DHOOPLA ENTERPRISE PVT. LTD.

(Signature)
Authorized Signatory

Authorized Signatory

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

..... of the OTHER PART

In pursuance of the provision of Rule 11 of the Haryana Development and Regulations of Urban Area Rule, 1975 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for the grant of a license, the Owner/Development 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 Colony on the land measuring 5.05 acres, Village- Dhunela, falling in Sector- 35, tehsil Sohna, Distt. Gurugram, Haryana.

NOW THIS AGREEMENT WITNESSES AS UNDER: -

In consideration of the Director General agreeing to grant a license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land mentioned in annexure hereto and on the fulfilment of the conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Area Rules, 1975 by the Owner/Developer hereunder covenants as follows: -

1. That the owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Area Act, 1975, the Haryana Development and Regulation of Urban Area Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Act, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
2. That the Owner/Developer Shall pay labour cess charges as per the policy of Govt. dated 25.02.2010 or as issued thereunder from time to time.
3. That the Owner/Developer 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 of site in licensed land Transformers/Switching Stations/Electric Sub-Station as per norms prescribed by the Power utility in the Zoning Plan of the Project.
4. The Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and broad irrigation purposes at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposal or give the requisite land. The Owner/Developer shall make arrangements for water supply, sewerage drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be



Director General
Town & Country Planning
Haryana, Chandigarh

For DHOOPLA ENTERPRISE PVT. LTD.

Authorised Signatory

laid by HSVP.

5. 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/Developers toward meeting the cost of Internal development works of the colony.
6. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 93.687 lacs/Acres (Rupees ninety three lakhs sixty eight thousand and seven hundred) for colony (other than Commercial) components and Rs. 374.747 lacs/acres (Rupees three crore seventy four lakhs and seven thousand and forty seven only) for commercial components. These charges shall be payable to the Director, Town and Country Planning, Haryana, online either in a lump sum within 30 days from the date of grant of License or in six half yearly instalments.
7. The first instalment shall be payable at the time of the grant of the licence.
8. Balance amount in 5 equal half-yearly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 93.687 lacs/Acres (Rupees ninety three lakhs sixty eight thousand and seven hundred) for colony (other than Commercial) components and Rs. 374.747 lacs/acres (Rupees three crore seventy four lakhs and seven thousand and forty seven only) for commercial components. However, at the time of the grant of the completion certificate, nothing will be due on account of EDC.
9. That the Owner shall pay the EDC as per the scheduled date and time as and when demanded by the DTCP, Haryana.
10. That in the event of an increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of licence and shall furnish an Additional Bank Guarantee, if any, on the enhanced EDC rates.
11. In case the Owner/Developers ask for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
12. 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 of installments on the 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.
13. In case HSVP executed 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 licence so specified.
14. The Owner/Developer shall arrange the electric connection from an outside source for the electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek an electric connection from HVPNL, then Director



Director General
Town & Country Planning
Haryana, Chandigarh

For DHOOPLA ENTERPRISE PVT. LTD.

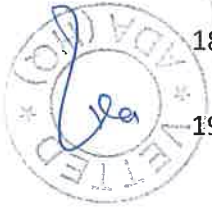
Authorized Signatory

For DHOOPLA ENTERPRISE PVT. LTD.

Authorized Signatory

shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be the responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the electric (distribution) service plan/estimates" approved from the agency responsible for the installation of "external electric services" i.e. HSPVNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

15. No third-party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
16. The Owner/Developer shall construct all the community Building within a period so specified by the Director from the date of grant of licence as per applicable legal provision.
17. That the Owner/ Developer shall be individually as well as jointly responsible for compliance with the conditions of the licence and applicable legal provisions.
18. That the Owner/Developer shall complete the internal development works within five years of the grant of the licence.
19. That the rates, scheduled, terms and conditions of EDC as mentioned above may be revised by the Director during the licence 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 the date of grant of licence.
20. That the Owner/Developer shall permit the Director or any other Officer authorized by him on this behalf to inspect the execution of the development works on the said colony and the Owner/Developer shall carry out all directions issued to him for ensure due compliance of the execution of the development works in accordance with the licence granted.
21. 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.
22. That the Owner/Developer shall be responsible for maintenance and upkeep of all roads, and open spaces of the said affordable plotted colony for the period of five years from the date of the issuance of the completion certificate under rule 16 of the Rules, 1977, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
23. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of the Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
24. The Stamp duty and registration charges on this deed shall be borne by the



For DHOOPLA ENTERPRISE PVT. LTD.

Director General
Town & Country Planning
Haryana, Chandigarh
4

For DHOOPLA ENTERPRISE PVT. LTD.


Authorized Signatory


Owner/Developer.

25. That any other condition that the Director may think necessary in public interest can be imposed.




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


WITNESS:

1. 
Goutam S/o Sh. Harbir Singh
VPO Kanonda, Jahjjar, Haryana
720228633475

For DHOOPLA ENTERPRISE PVT. LTD.

DHOOPLA ENTERPRISE PVT. LTD.
Authorised Signatory

2. 
Ankush S/o Vijay Singh
VPO Badopal, Fatehabad, Haryana
661922351612


DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA
Director General
Town & Country Planning
Haryana, Chandigarh 4