



हरियाणा HARYANA

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DDJAY
FORM LC-IV
(See rule 11)

Agreement by owner of land intending to set up a colony
DIVERSE DEVELOPERS (PVT) LTD. & ✓

This agreement made on the 24th day of September, 2021 between DIVERSE DEVELOPERS (PVT) LTD. & ✓, a LLP registered under the Limited Liability Partnership Act, 2008 having its registered office at M-18, F/F, M Block Market, Greater Kailash-II, New Delhi- 110048 (hereinafter called the "owner") 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 the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential/commercial/industrial colony;

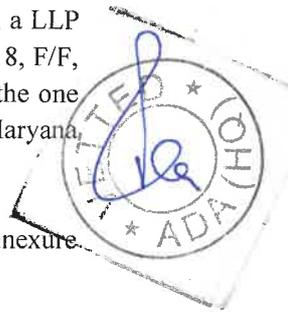
And whereas under rule 11, one of the conditions for the grant of license is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a colony at Village- Badha & Hayatpur, District- Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:


Director
Town & Country Planning
Haryana, Chandigarh

For DIVERSE DEVELOPERS LLP


Authorised Signatory



Diverse Develops Ltd

SHYAM DASS
STAMP VENDOR
GURGAON

02 AUG 2021

Sr. No. 38556/1
Purpose AF
Signature

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Colony on the land 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 Owner/Developer hereby covenants as follows:-

- a) That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued there under from time to time.
- b) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
- c) 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 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.
- d) 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 HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCPC till the services are made available from the external infrastructure to be laid by HSVP.
- e) 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 towards meeting the cost of internal development works of the colony.
- f) That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 104.096 Lacs/Acres (Rs. One Crore Four Lacs Nine Thousand Six Hundred only) for colony (other than commercial) component and Rs. 486.130 lacs /acres (Rs. Four Crore Eighty Six Lacs Thirteen Thousand Only) for commercial component. These charges shall be payable to Director, Town and Country Planning, Haryana, online 25% of same in compliance of LOI and balance 75% in 6 (Six) half yearly installments each with normal interest of 12% p.a. and 3% for the delayed period.
- g) First installment of 12.5 percent of the total amount of EDC shall be payable within a period of 180 days from the date of grant of license *as per policy*
- h) Balance 62.5 Percent in 5(Five) equated half yearly installments along with interest at the rate of 12% per annum which shall be charges on the unpaid portion of amount worked out at the tentative rate of Rs. 104.096 Lacs per gross


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acre of total colony (other than commercial component) and Rs. 486.130 Lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

- i) That the Owner shall pay the EDC as per schedule date and time s and when demand by the DTCP, Haryana.
- j) That in the event of 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 and Additional Bank Guarantee, if any, on the enhanced EDC rates.
- k) 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 only thereafter the grant of completion certificate would be considered.
- l) 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 date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
- m) 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 period and the Owner/Developer shall be bound to make the payment within the period so specified.
- n) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director 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 responsibility of the Owner/Developer, for which the Owner/Developer 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/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.
- o) No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- p) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.
- q) That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.


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Town & Country Planning
Haryana, Chandigarh

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- r) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.
- s) That the rates, schedule, terms and condition of EDC as mention 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 date of grant of licence.
- t) 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 colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the licence granted.
- u) 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.
- v) That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, 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.
- w) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this 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.
- x) Upon cancellation of the license under clause 23 above, the licenced land shall vest in Government unless specifically relieved of this obligation by the Government and all action shall be taken by the Director himself or by the third person. The Bank Guarantee in that event shall stand forfeited in favor of the Director.
- y) That in case Owner/Developer fails to get his licence renewed before completion of the colony, the Director shall be at liberty to take over the licenced land and take action as per the provisions of Rule 19 of the Rules, 1976.
- z) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- z(2) That any other condition which the Director may think necessary in public interest can be imposed.


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Haryana, Chandigarh

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issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.



IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN. For DIVERSE DEVELOPERS LLP

WITNESSES:

1. Mayank Prajapati
80, 1st floor,
Sector-44, Gurugram.

2. Rajeev Jaiswal
Site No-1, Sector-44, Gurugram

Signature: [Signature] Authorised Signatory
The Owner
M/s Diverse Developers LLP

[Signature]
The Director
Town and Country Planning, Haryana,
For and on behalf of Governor of Haryana

Date: _____

Place: Gurugram