Bond



Indian-Non Judicial Stamp Haryana Government

<u>Deponent</u>



Date: 28/11/2022

Certificate No.

G0282022K2508

Stamp Duty Paid : ₹ 101

GRN No.

96651980

(Rs. Only) Penalty:

(Rs. Zero Only)

. ₹0

Name:

Summit Terracraft Pvt Itd

H.No/Floor: Na

Sector/Ward : Na

Landmark: Na

City/Village: Gurugram

District: Gurugram

Phone:

97*****38

State: Haryana

Purpose: AGREEMENT to be submitted at Others



ELAM STAMP VENDOR GURUGRAM (HA Lic. No. 1/S.V./1/2101RA

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/developer of land intending to set up a group housing colony

This agreement made on the 10th day of Afoul 2023 between M/s Summit Terracraft Private Limited having its registered shop No. 12, First Floor, rejected on plot No. 11, situated at L.S.C. Sector-B, Pocket -7, Vasant Kuni New Delhi 110070 through its authorized signatory Shri Akshat Gupta of the Company (nereinafter called the "owner/developer") of the one part

AND

The Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana (hereinafter referred to as the "Director General") of the other part.

For Summit Terracraft Private Limited

Authorised Signatory

Town & Country Planning
Haryana, Chandigarh

Whereas the owner/developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into Group Housing colony(under leftover pocket policy) over an area measuring 2.44687 acres.

And whereas under rule 11, one of the conditions for the grant of licence is that the owner/developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a group housing colony at Sector-15-II, in the revenue estate of village Gurgaon, tehsil Gurgaon and district Gurgaon..

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 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 here to on the fulfillment of all the conditions laid down in rule 11 by the owner/developer the owner/developer hereby convents as follows: -
- (a) That the owner/developer shall deposit **3**0% percent of the amount realized by him from flats holders, from time to time, within ten 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 cost of internal development works and construction work in the colony.
- (b) That the owner/developer undertake to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereunder:
 - That the owner/developer shall pay the proportionate External Development Charges at tentative rate of Rs.416.385 lacs per gross acres for the area of 2.435 acres which may vary according to the density of the project as mentioned in EDC rates order dated 19.10.2022 and Rs. 486.13 acres per gross acre for the 0.01187 acres of total group housing colony. These charges shall be payable to

For Summit Terracraft Private Limited

Authorised Signatory

Haryana Sehri Vikas Pradhikaran (HSVP) through the Director General, town & Country Planning Haryana, Chandigarh either in lump sum within 30 days from the date of grant of license or in ten equal six installments of 10% each in the following manner.

- ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.
- iii. Balance 90% in nine equated six monthly installments 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 416.385 lacs per gross acres for the area of 2.435 acres which may vary according to the density of the project as mentioned in EDC rates order dated 19.10.2022 and Rs. 486.13 lacs per gross acre for the 0.01187 acres of the total group housing colony, 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 details of the calculations per sq.m which is being demanded from the flat owner/developer on account of EDC/IDC, if being charged separately as per rates fixed by the government.
- vi. That in the event of increase in EDC rates, the owner/developer shall pay the enhanced amount of EDC and the interest on the installments 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 asked 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.

For Summit Terracraft Private Limited

Authorised Signatory

- viii. The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in payment of installments 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 DGTCP.
- ix. In case the HSVP executing external development works 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 either four years and owner/developer shall be bound to make the payment within the period so specified.
- x. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director General from time to time.
- (c) The pace of the construction shall be at least in accordance with out sale agreement with the buyers of the flats as and when scheme is launched.
- The owner/developer shall arrange the electric connection from outside source for (d) electrification of their colony from HVPNL. If they fail to provide the electric connection from HVPNL the Director General , Town and Country Planning will recover the cost from the owner/developer and deposit it with HVPNL. However, the installment of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be responsibility of the owner/developer, for which the owner/developer geveloper will be required to get the "electrical(distribution) services plan / estimates approved from the agency responsible for installation of "external electric services "i.e., HVPNL/UHBVNL/DHBVNL., Haryana, and complete the same before obtaining completion certification for the colony.
- e) No EDC would be recovered from the EWS/LIG categories of allottees .

For Summit Terracraft Private Limited

Authorised Signatory

f) That the Owner/developer shall be responsible for the maintenance and up-keep of all the roads, open spaces, public parks, public health services for a period of five years from the date of issue of the completion

certificate under Rule 16 of the Rules , unless earlier relieved of this responsibility ,when the owner/developer shall transfer all such roads, open spaces , public parks , public health services free of cost to the Government or the local authority, as the case may be.

g) That the Owner/developer shall construct at his own cost or get constructed by any other institution or individual at his own cost, schools, hospital, community centers and other community buildings, on the land set apart for this purpose within a period of four years from the date of grant of license extendable by DGTCP for another period of two years for reason to be recorded in writing, failing which the land shall rest with the Govt. after such specify periods, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local Authority on such terms and condition as it may lay down.

No third party rights shall be created without obtaining the prior permissions of the Director General Town and Country Planning , Haryana , Chandigarh.

All the community buildings will be got constructed by the owner/developer within a period so specified by the Director General from the date of grant of license.

- h) That the Owner/developer shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
 - That the Owner/developer shall complete the internal development works within two years of the grant of license.

That the Owner/developer undertakes to pay proportionate external development charges (EDC) for the area earmarked for group rousing scheme, as per rate, schedule, terms and conditions given in clause 1(b) of this agreement.

For Summit Terracraft Private Limited

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Authorised Signatory

That the rates, schedule, terms and conditions of External Development Charges may be revised by the Director General 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 so determined by the Director General along with interest from the date of grant of license.

ii) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, confirm to the Building by- laws and regulations in force in that area and shall confirm 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)

That the Owner/developer shall furnish the layout plan of Group Housing Scheme along with the service plan /detailed estimates together with the bank guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under Group Housing Scheme within a period of 60 days from the date of grant of license.

iv) That in the case of Group Housing colony adequate accommodation shall be provided for domestic servants and other services population and number of such dwelling units shall not be less than 10% of the number of mains dwelling units and the area of such a unit shall not be less than 140 sq.ft. which will cater to the minimum size of the room along with bath and W.C.

That in case of the said Group Housing Colony the Owner/developer shall deposit 30% of the amount realized by him from flat for time to time within ten days of its realization in a separate account to be intaintained in a Scheduled bank and that this amount shall only be utilized by the owner/developer towards meeting the cost of internal development works and the construction works in the colony.

For Summit Terracraft Private Limited

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Authorised Signatory

Director General
Town & Country Planning

Haryana, Chandigarh

vi) That adequate educational, health, recreational, and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.

Rs . 625/- per square meters for group housing area measuring 2.435 acres and @ Rs . 1000/- per square meter of commercial component area measuring 0.01187acres of the total area of the colony in two equal installments . The first installment of the infrastructure development charges shall be deposited by the owner/developer within sixty days from the date of grant of license and the second installment to be deposited within six months from the date of grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

k) That the owner/developer shall carry out his own expense any other works which the Director General may think necessary and reasonable in the interest of proper development of the said group housing colony.

I) That the owner/developer shall permit the Director General, or any other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the group housing colony and the owner/developer/ developer 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 license granted.

m) That without prejudice to anything contained in this agreement all the provision contained in the act and rules shall be binding on the owner/developer /developer.

n) That the owner/developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for the temporary disposal or give the requisite land . The

For Summit Terracraft Private Limited

A. L. Authorised Signatory

owner/developer shall make arrangements for the water supply, sewerage ,drainage etc. to the satisfaction of the DGTCP. Haryana till the services are made available from the external infrastructure to be laid by HSVP.

- 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 provision of the Acts or Rules, Then and in any such cases, and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the license granted to the owner/developer / developer.
- 3) Upon cancellation of the license 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 Area Act 176 and as amended up to date. The bank guarantee in the event Shall stand forfeited in favor of the Director General.
- 4. That the owner/developer shall convey the "Ultimate Power Load Requirements" of the projects to the concerned power utility with a copy to the Director General within two months period from the date of grant of license to unable to provision to site in licensed land, Transformer/ switching station/ electric substation as per norms prescribed by the power utility in the zoning plan of the project.
- 5. That the owner/developer/ developer shall abide by the policy dated 08.07.2013/ or any other instructions/ Policies issued from time to time with regards to allotment of EWS flats.
- 6. The stamp duty and registration charges on this deed shall be borne by the Owner/developer.
- 7. The expression the "The Owner/developer "hereinbefore used / shall include his heirs, legal representatives, successors and permitted assignees.

8. After the layout plans and development works or part thereof in respect of the group housing colony or part thereof have been completed and a completion certificate in respect thereof has been issued,

the Director General 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

For Summit Terracraft Private Limited

Authorised Signatory

completion of the group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing 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 group housing colony or part thereof ,as the case may be, for a period of 5 years from the date of 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 external development charges shall be released by the Director General proportion to the payment of the external development charges 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 Summit Terracraft Private Limited

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Authorized Signatory Authorised Signatory

On behalf of the owner/developers

WITNESS

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WITNESS

1.

DIRECTOR GENERAL TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

2.

Bond



Indian-Non Judicial Stamp Haryana Government



Date: 28/11/2022

Certificate No.

G0282022K2510



Stamp Duty Paid: ₹101

GRN No.

96651980



(Rs. Only)

Penalty: (Rs. Zero Only)

₹0

<u>Deponent</u>

Name:

Summit Terracraft Pvt Itd

H.No/Floor: Na

Sector/Ward: Na

Landmark: Na

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone:

97*****38

Purpose: AGREEMENT to be submitted at Others

SELAM STAMPOVEND GURUGRAM MARYA Lie, No. 1/S.V./1/2101

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 A

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up an Group Housing colony

This

agreement

made the

10th day of Afril, 2023.

Between M/s Summit Terracraft Private Limited having its registered office shop No. 12, First Floor, erected on plot No. 11, situated at L.S.C. Sector-B, Pocket -7, Vasant Kunj, New Delhi-110070 through its authorized signatory Shri Akshat Gupta of the Company (hereinafter called the "owner/developer") 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 in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down thereit of grant of licence, the owner shall enter into a bilateral agreement with the virgeth, for carrying out and completion of the development works in accordance with the the nce finally granted for setting up of a group housing colony on the land measuring acres falling in the revenue estate of village district.

For Summit Terracraft Private Limited

Authorised Signatory

Town & Country Planning Haryana, Chandigarh

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

- In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executers etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follows:
 - (a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services Population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet., which will cater to the minimum size of the room along with bath and water closet.
 - (b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the interse distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
 - (c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the owner. The owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost and thus set apart for primary-cum-nursery school community centre buildings/dispensary and first aid centre, in which case he covernment shall ing a local be at liberty to transfer such land to any person or institution in authority on such terms and conditions as it may lay down No third party right shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of licence.
 - (d) (i) That the owner undertakes to pay proportional external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.

For Summit Terracraft Private Limited

Authorised Signatory

Director General

Town & Country Planning

Haryana, Chandigarh

- (ii) That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the licence period as and when necessary and the owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from the date of grant of licence.
- (e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders /plot holders @ Rs. Not Applicable per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- (f) That the owner shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) That the owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- (h) That the responsibility of the ownership of the common area and facilities as well as their management; and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- (i) That the owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under rule16 unless earlier relieved of this responsibility, which the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- (j) That the owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
- That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the coloniest 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.

For Summit Terracraft Private Limited

A-GWAuthorised Signatory

Director General Town & Country Planning Haryana, Chandigarh

- (I) That the owner shall deposit service charges @ Rs. 10/- square meters of the total flatted area of the flatted area/total covered area of the colony in two equal installments. The first installment of the service charges would be deposited by the owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
- (m) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (n) That the owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories, and the area of such flats shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particulars area in the following manner:-
 - (i) That for the allotment of the flats the owner shall invite applications for allotment through open press from eligible member of economically weaker section categories, as defined by the State Government /Housing Board Haryana. The owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.
 - (i) That the owner while calling the applications for the allotment of economically weaker section /lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such 'flats as registration/earnest more).
- (o) That the owner shall derive maximum responsible 15% of the total project cost of development of a colony after making project on so statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government

For Summit Terracraft Private Limited

Authorised Signatory

Director General Town & Country Planning Haryana, Chandigarh

Treasury by the owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

Further the owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that:-

- the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) a minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;
- the owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;
- (d) after the layout plans and development works or part thereof in respect of the group housing colony or part thereof have been completed and a completion certificate in respect thereof 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 group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing 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 group housing colony or part thereof, as the case may be, for a period of 5 years from the date of issue of the completion certificate under rule-16 or earlier in case the owner is relieved of the responsibility 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;

that the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The owner shall submit the additional park guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the

For Summit Terracraft Private Limited

() / Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

owner will furnish an additional bank guarantee with in thirty days on demand.

2. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.

3. 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. 1979 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.

- 4. The stamp duty and registration charges on this deed shall be borne by the owner.
- 5. The expression the "owner" hereinbefore used/shall include his heirs, legal representatives,

successors and permitted assignees.

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

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

	Signature Coliberation.	Signature For Summit Terracraft Private Limited
1.	Signature 1/201	Address of the When Signatory
	Name DOUIT SHAKMA	
	Date GURGAON HARYANA	
	Address	
2.	Signature Jamua and	
	Name Rame Genine mistry	
	Date	DIRECTOR
	Address 19/A, chhuto7P7EH.	TOWN AND COUNTRY PLANNING HARYANA, CHANDIGARH
	chnuturpus, New Delhi-74	THURSA, STANDIGARD

FOR and on behalf of the Governor of Haryana

Director General Town & Country Planning & Haryana, Chandigarh