

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 17/01/2023

Certificate No. G0Q2023A456



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 98330200



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sobha Ltd

H.No/Floor : 0

Sector/Ward : 44

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****02



Buyer / Second Party Detail

Name: Dtcp

H.No/Floor : 0

Sector/Ward : 0

LandMark : Na

City/Village: Chandigarh

District : Chandigarh

State : Chandigarh

Phone: 99*****02

Purpose : AGREEMENT

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

LC-IV

(See Rule 11)

AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TRANSIT ORIENTED DEVELOPMENT (TOD) POLICY DATED 09.02.2016

This Agreement is made on this 21st day of April, 2023 (Two Thousand Twenty Three)

Between

M/s Sobha Ltd., for and on behalf of Sh. Ajay Singh & Sh. Vijay Singh both S/o Sh. Lala Ram and Sh. Hemant S/o Sh. Ameer Singh, having its registered office at Sobha, Sarjapur-Marathalli Outer Ring Road (ORR), Devarabisanahalli, Dellandur Post, Bangalore, Karnataka - 560103 and regional office at 5th Floor, Rider House, Plot No.136P, Sector-44, Gurugram - 122003 (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees); acting through its authorized signatory Mrs. Tina Talwar W/o Sh. Ajit Parithran of the ONE PART.

for fines

Director General
Town & Country Planning
Haryana, Chandigarh

AND

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

WHEREAS the Owner/Developer is in possession of the land mentioned in Annexure hereto and applied for converting and developing it into a Group Housing Colony under the TOD policy dated 09.02.2016.

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 for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony under the TOD policy dated 09.02.2016 on the land measuring 5.51 acres in the revenue estate of village Pawala Khusropur, Sector-106, Gurugram.

NOW THIS DEED WITNESSETHAS FOLLOWS:-

- I. In consideration of the Director agreeing to grant License to the Owner/ Developer to set the said Group Housing Colony under the TOD policy dated 09.02.2016 on the land mentioned in Annexure hereto and 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% (thirty percent) 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.
 - b) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") in TOD zone for the area earmarked for the Group Housing and commercial components, as per the rate schedule, terms and conditions annexed hereto:
- II. That the Owner/Developer shall pay an EDC of Rs. 3475.53 Lakh on the area measuring 5.51 acres of Group Housing and commercial component i.e. (80% GH and 20% comm.) in TOD zone. These charges shall be payable to The Director, Town and Country Planning, Haryana, Chandigarh either in Lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each in the following manner:
 - a) First instalment of 10% of the total amount of External Development Charges shall be payable within a period of 30 days from the date of the grant of license.
 - b) Balance 90% in nine equal half monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out on the area measuring 5.51 acres for Group Housing and commercial

Signature

Director General
Town & Country Planning
Haryana, Chandigarh



component. However, at the time of grant of Occupation certificate nothing will be due on account of EDC.

- c) The EDC rate have been calculated on the basis of EDC indexation mechanism policy dated 11.02.2016, which stand approved by the cabinet. The EDC rates are based on 2015-year level and are effective from 01.01.2016 for period up to 31.03.2023. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on instalments, if any, from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
 - d) For grant of completion certificate, the payment of External Development Charges shall be pre-requisite along with valid License and Bank Guarantee.
 - e) 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.
 - f) In case Haryana Sehri Vikas Paradhikaran (HSVP) executes External Development works before final payment of External Development charges, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of External Development Charges in lump sum even before completion of licensed period and the owner shall bound to make the payment within period so specified.
 - g) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
 - h) The owner / developer shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam (HVPN). If the owner fails to provide electric connection from Haryana Vidhyut Parsaran Nigam the Director shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the colony shall be responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plans / estimates" approved from the agency responsible for installation of external electrical services' i.e. Haryana Vidhyut Parsaran Nigam/ Uttri Haryana Bijli Nigam/ Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate of the colony.
 - i) No EDC would be recovered from Economically Weaker section (EWS) / Lower Income Group (LIG) categories of allottees.
- III. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said 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

For

Director General
Town & Country Planning
Haryana, Chandigarh

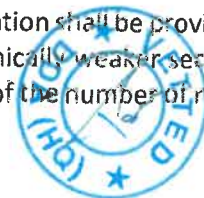


Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

- IV. That owner /developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centres 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 the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, 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, for the land purpose, on such terms and conditions as it may laid down.
- V. No third-party right shall be created on the community sites without obtaining the prior permission of the Director, Town and Country Planning. Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of four years from the date of grant of license.
- VI. That the owner / developer shall be individually as well as jointly be responsible for the development of Group Housing colony.
- VII. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
- VIII. That the owner / developer undertakes to pay proportionate External Development Charges (EDC) for the area marked for Group Housing Colony, as per rate scheduled terms and conditions given in clause -1 (b) of agreement.
 - i. That the rates schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the license period as and when necessary and the owners shall be bound to pay the balance of the enhanced changed if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from date of grant of license.
 - ii. That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall conform to the building bye laws and regulation in force in that area and shall conform to the Haryana Building Code 2017, National Building Code amended from time to time with regard to the inter-se distances between various blocks, light & ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
 - iii. That the owners /developer shall furnish the layout plan of Group Housing Colony along with the service plans/ 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 the Group Housing colony within a period of 60 days from the date of grant of license.
 - iv. That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of dwelling units shall not be less than 15% of the number of main

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Director General
Town & Country Planning
Haryana, Chandigarh



dwelling units and the area of such unit shall not be less than 200 Sq. Ft. which will cater to the minimum size of the room along with bath and water closet.

- v. 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.
 - 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 by Owner/Developer.
 - vii. No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh. All the community building will be got constructed by the colonizer within a time of four years from the date of grant of License.
- IX. That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") amounting to Rs. 496.46573 lacs in two equal instalments. The first instalment of the IDC shall be deposited by the Owner / Developer within sixty days from the date of the grant of the license and the second instalment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of instalment.
- X. That the Owner/ Developer shall deposit the Conversion Charges amounting to Rs. 170.37894 Lacs, either complete in compliance of LOI or 50% amount of same in compliance of LOI and balance 50% after grant of License in two equal instalments of 3 months each along with normal interest of 12% P.A. and penal interest of 3% over and above normal interest for the delayed period. If option of making payment instalments is opted, then building plans will be approved only after recovery of full fee and charges as per above stipulation.
- XI. That the Owner/ Developer shall deposit the License Fee amounting to Rs. 1001.42857 lacs, either complete in compliance of LOI or 25% amount of License fee within 60 days of LOI and balance 50% amount of License fee after grant of License in two equal instalments of 3 months each along with interest of 12% P.A. and with additional penal interest of 3% over and above normal interest for the delayed period. If option of making payment in instalments is opted, then building plans will be approved only after recovery of full fee and charges as per above stipulation.
- XII. That the Owner Developer shall deposit the Infrastructure Augmentation Charges amounting to Rs. 701.81051 lacs, either complete in compliance of LOI or 50% amount after grant of License in two equal instalments of 3 months each along with normal interest of 12% P.A. and penal interest of 3% over and above normal interest for the delayed period. If option of making payment in instalment is opted, then building plans will be approved only after recovery of full fee and charges as per above stipulation.

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Director General
Town & Country Planning
Haryana, Chandigarh



- XIII. 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 Group Housing Colony.
- XIV. That the owner / developer shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
- XV. That without prejudice to anything contained in this agreement all the provision contained in the Act and the Rules shall be binding on the owners.
- XVI. 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 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 DTCP till the services are made available from the external infrastructure to be laid by HUDA.
- XVII. 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.
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.
4. The expression "Owner/ Developer" hereinbefore used/shall include their heirs, legal, representatives, successors and permitted assignees.
5. After the development works or part thereof in respect of the said Group Housing Colony have been completed by the Owner/Developer with accordance with the approved plans and specifications 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 Group Housing Colony is taken in part, only part of the Bank Guarantee corresponding to the part of the said Group Housing Colony completed 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 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

for

Director General
Town & Country Planning
Haryana, Chandigarh



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.

6. The Stamp duty and registration charges on this deed shall be borne by the owner.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR have signed this deed on the date and the year first above written.


OWNER/DEVELOPER

WITNESS:

1. Signature
Name
Address
.....
.....
2. Signature
Name
Address


Director General
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
For and behalf of the Governor of
Haryana



