



Indian-Non Judicial Stamp
Haryana Government



Date : 25/08/2022

Certificate No. GOY2022H2615



GRN No. 93777844



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ompee Construction

H.No/Floor : 7

Sector/Ward : Na

LandMark : Palam vihar

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****17



Buyer / Second Party Detail

Name : Hsiidc

H.No/Floor : C13and14

Sector/Ward : 6

LandMark : Na

City/Village : Panchkula

District : Panchkula

State : Haryana

Phone : 99*****17

Use : ATS

26 AUG 2022



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

AGREEMENT BY SOCIETY / ORGANISATION / FIRM INTENDING TO SET UP GROUP HOUSING SOCIETY

The agreement made on the Thursday day of Twenty Sixth August Two Thousand Twenty Two between M/s Ompee Construction through its partner Mr. Virender hooda S/o Sh. Om Parkash Hooda R/o Plot No. 7, Palam Vihar Ext. Gurugram, Haryana. Group Housing Society/Organization/firm (hereinafter called the society/organization/firm) on the one part and Haryana State Industrial & Infrastructure Development Corporation Ltd. acting through its Managing Director or authorized officer (hereinafter referred to as HSIIDC) on the other part.

Whereas the society/organization/firm is being allotted land mentioned in Annexure-I hereto for the purpose of developing into Group Housing Colony as per site plan at Annexure-II

And whereas one of the conditions of allotment of land is that the society/organization/firm shall enter into an agreement for carrying out and completion of development work in accordance with the approved terms and conditions of allotment of land for setting up a Group Housing Colony at GH-36, Sector 1, IMT Manesar, Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:



1. In consideration of the HSIIDC agreeing to allot the land to the society/organization/firm to the said Group Housing colony on the land mentioned in Annexure-I hereto on the fulfillment of all the conditions laid down in the letter of allotment issued by the Corporation, the parties hereby covenant as follows: -

a) That the society/organization/firm has deposited an amount of Rs. 40805000/- (Four Crore Eight Lakh Five Thousand Only/-) as 25% of the tentative cost of the land as initial deposit (i.e. EMD plus balance of 10% amount plus 15% amount of bid price) and further agrees to pay additional 25% amount of the bid price as per terms thereon.

i) Thereafter the remaining 50% amount is to be paid either in lumpsum without interest within ninety days from the date of issuance of allotment letter;

OR

In four equal half yearly instalments within two years from the date of issuance of allotment letter, due as per schedule contained therein Regular Letter of Allotment. Interest @12% p.a. (or as amended from time to time) on the balance amount shall be payable along with the instalment, from the date of offer of possession. Any delay in payment shall carry delayed interest @ 15% per annum, compounded half yearly on the amount in default for the defaulted period.

The land/building shall continue to vest in the HSIIDC until the entire consideration money together with interest and other amount, if any, due to the HSIIDC on account of the sale of such land or building or both is paid,

c) The transferee/Allottee will only have the right to accept the deposits in respect of membership fee and towards the construction of flats under selffinancing or any other scheme from its members but shall have no right to transfer by way of sale, gift, mortgage or otherwise the land /building or any part thereof or any right, title or interest there in till full price has been paid to the HSIIDC, except with the prior permission of the MD, HSIIDC.

d) The Co-operative Group Housing Societies/firm/Company/individual industrial unit would be required to intimate the number of dwelling units (DUs) proposed to be constructed on the allotted site and sizes thereof.

e) That the Co-operative Group Housing Societies/firm/Company/individual unit society shall ensure that development of Group Housing conforms to the following norms and conditions specified in letter of intent and shall be as per bye-laws and plans approved by Managing Director HSIIDC.

2. That the aforesaid Group Housing Site has been allotted on the "as is where is basis" and that the HSIIDC will not be responsible for levelling uneven site; and that the allottee shall be liable to pay additional sum/money for any structure/super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which, compensation, as assessed, had been paid by the HSIIDC.

3. PERIOD OF CONSTRUCTION:

- a. The allottee will have to complete the construction within five years of the date of offer of possession in accordance with the plans of the proposed building approved from the Competent Authority. Allottee shall not erect any building or make any alteration/ addition without approval of building plans by HSIIDC. No fragmentation of the plot/site shall be permitted. The occupation certificate shall be granted if all the Dwelling units are in habitable condition and they are complete in all respects as per the norms of Department of Town & Country Planning, Haryana and subject to the satisfaction of HSIIDC.
- b. The time limit for completion of construction is extendable by the HSIIDC subject to payment of extension fee. Five (5) annual extensions in period for completion of construction beyond the period of five years will be granted on year to year basis, on payment of extension fee.

Note: For the purpose of (a) & (b) above, completion stage would be deemed to have reached, if all walls with final internal plaster and the floors of all the rooms, toilets etc. in all the dwelling units of the project have been completed fully which is to be certified by the local building plan committee of HSIIDC. The completion of this type and the rebate shall not entitle for occupation certification.

4. ZONING CLAUSES FOR GROUP HOUSING COLONY:

Code referred in the clause is Haryana Building Code, 2017, amended from time to time.

I. SHAPE & SIZE OF SITE

The shape and size of the Group Housing Colony is in accordance with the approved demarcation plan.

II. TYPE OF BUILDING PERMITTED

- a) The type of building permitted on this site shall be buildings designated in the form of flatted development for residential purpose or any ancillary or appurtenant building including community facilities, public amenities and public utility as may be prescribed and approved by the Director Controlled Area cum M.D. HSIIDC.
- b) The site shall be developed and building construction thereon as indicated in and explained in the table below:

Notation	Land Use Zone	Type of Building permitted/ permissible structure
	Open Space Zone	Open Parking, garden, landscaping features, underground services
	Building Zone	Building as per permitted land use and uses permissible in the open space zone

III. SITE COVERAGE AND FLOOR AREA RATIO (FAR):

- a) Building or buildings shall be constructed only within the portion of the site marked as Building zone as explained above and nowhere else
- b) The maximum permissible coverage on ground floor shall be 35%.
- c) The maximum FAR shall not exceed 175%. However, it shall not include community buildings which shall be as per the prescribed norms, the building plan of which shall have to be got approved from the Director Controlled Area cum M.D. HSIIDC.

IV. HEIGHT OF BUILDING:

The height of the building block subject of course to the provisions of the site coverage and FAR, shall be governed by the following:-

- a) The maximum height of the buildings is unrestricted.
- b) If a building abuts on two or more streets of different widths, the buildings shall be deemed to face upon the street that has the greater width and the height of the buildings shall be regulated by the width of that street and may be continued to this height to a depth of 24M, along the narrow street.
- c) All building blocks(s) shall be constructed so as to maintain an inter-se distance according to the table below:

S. no.	HEIGHT OF BUILDING (in meters)	SETBACK/ OPEN SPACE TO BE LEFT AROUND BUILDINGS (in meters)
1	10	3
2	15	5
3	18	6
4	21	7
5	24	8
6	27	9
7	30	10
8	35	11



9	40	12
10	45	13
11	50	14
12	55 & above	16

d) If such interior or exterior open space is intended to be used for the benefit of more than one building belonging to the same owner, then the width of such open air space shall be the one specified for the tallest building as specified above (c)

V. PARKING:

- Parking space in group housing shall be provided that is minimum 1.5 Equivalent Car Space (ECS) as per the Haryana Building Code, 2017 for each dwelling unit shall be required. Further minimum 5% of the total car parking area shall be made available to the EWS category flats.
- In no circumstances, the vehicles(s) belonging/ related to the plot/ premises shall be parked outside the plot area.
- The norms for parking shall be governed by code 7.1 of the Haryana Building Code, 2017.

VI. APPROACH TO SITE:

- The vehicular approach to the site and parking lots shall be planned and provided giving due consideration to the junctions of and the junctions with the surrounding roads to the satisfaction of the Director Controlled Area cum M.D. HSIIDC.
- The approach to the site shall be as shown on the zoning plan.
- Entry and Exit shall be permitted as indicated/ marked on the plan.

VII. GATE POST AND BOUNDARY WALL:

- Such Boundary wall, railings or their combination, hedges or fences along with gates and gate posts shall be constructed as per design approved by Director Controlled Area cum M.D. HSIIDC. In addition to the gate/gates an additional wicket gate not exceeding 1.25 meters width may be allowed in the front and side boundary wall provided that no main gate or wicket gate shall be allowed to open on to the sector road/public open space.
- Maximum height of Boundary wall at rear and side of plot shall not be more than 1.8 meters from the mean level of abutting street in front of the plot from where entry to the plot has been taken.
- The boundary wall shall be constructed as per the code 7.5 of Haryana Building Code, 2017.
- The width of the main entrance to the premises shall not be less than 6.0 meter.

VIII. DENSITY:

The minimum density of the population provided in the colony shall be 100 PPA and the maximum be 300 PPA. For computing the density, the occupancy per main dwelling unit shall be taken as five persons and for service dwelling unit two persons per room or one person per 7.5 sqm. of living area, whichever is more.

IX. ACCOMMODATION FOR SERVICE POPULATION.

Adequate accommodation shall be provided for domestic servants and other service population of EWS. The number of such dwelling units for domestic servants shall not be less than 10% of the number of main dwelling units and the carpet area of such a unit if attached to the main units shall not be less than 13 sq. mt. In addition, 15% of total number of dwelling units having a minimum area of 20 sq. mtr. shall be earmarked for EWS category.

X. OPEN SPACES.

While all the open spaces including those between the blocks and wings of buildings shall be developed, equipped and landscaped according to the plan approved by the Director Controlled Area cum M.D. HSIIDC. At least 15% of the total site area shall be developed as organized open space i.e. tot-lots and play grounds.

XI. CONVENIENT SHOPPING.

0.5% of the total site area shall be reserved to cater for essential convenient shopping with the following conditions:

- The ground coverage of 100% with FAR of 100 will be permissible. However this will be a part of the permissible ground coverage and FAR of the Group Housing colony.
- The size and height of Kiosk/Shops/Departmental Store shall be as specified by the HSIIDC.

XII. PROVISION OF COMMUNITY BUILDINGS.

The community buildings shall be provided as per the composite norms in the Group Housing Colony.

XIII. SUB-DIVISIONS OF SITE:

- The site of the Group Housing Colony shall be governed by the Haryana Apartment Ownership Act-1983 and Rules framed thereunder.
- Sub-division of the site shall not be permitted, in any circumstances.

XIV. APPROVAL OF BUILDING PLANS:

The building plans of the buildings to be constructed at site shall have to be got approved from the Director Controlled Area cum M.D. HSIIDC/ any person authorised by him, under the provisions of the respective Acts, before starting up the construction.

XV. BASEMENT

- In Group Housing upto four levels of basement storeys shall be permitted as per code 6.3(3)(i)(b) of Haryana Building Code, 2017.



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b) The construction of basement shall be executed as per code 7.16 of Haryana Building Code, 2017.

XVI. PROVISION OF PUBLIC HEALTH FACILITIES.

The W.C. and Urinals provided in the buildings shall be conform to the NBC-2005.

XVII. EXTERNAL FINISHES.

a) All sign boards and names shall be written on the spaces provided on buildings as per approved building plans specifically for this purpose and at no other places, whatsoever.

b) For building services, plumbing services, construction practice, building material, foundation and Damp Proof Course Chapter 10 of the Haryana Building Code, 2017 shall be followed.

XVIII. LIFTS AND RAMPS.

Lift and Ramps in Building shall be provided as per code 7.7 of the Haryana Building Code, 2017. In all residential building having more than 15 meters height, lift is mandatory to install in number depending on the occupancy of building.

XIX. BUILDING BYE-LAWS:

The construction of the building/buildings shall be governed by provisions of the Haryana Building Code, 2017. On the points where such rules are silent and stipulate no condition or norm, the model building bye-laws issued by the Indian Standards, and as given in the NBC shall be followed.

XX. FIRE SAFETY MEASURES:

a) The owner will ensure the provision of proper fire safety measure in the multi storeyed buildings conforming to the provisions of the Haryana Building Code 2017/ NBC and the same should be got certified from the Director Controlled Area cum M.D. HSIIDC.

b) Electric Sub Station / generator room if provided should be on solid ground near DG/LT. Control panel on ground floor or in upper basement and it should be located on outer periphery of the building, the same should be got approved from the Chief Electrical Inspector Haryana.

c) The fire fighting scheme shall be got approved from the Director, Urban Local Bodies, Haryana or any person authorized by the Director, Urban Local Bodies, Haryana. This approval shall be obtained prior to starting the construction work at site.

XXI. That the colonizer/owner shall obtain the clearance/NOC as per the provisions of the Notification No. S.O. 1533 (E) Dated 14.9.2006 issued by Ministry of Environment and Forest, Government of India before starting the construction.

XXII. That the rain water harvesting system shall be provided as per code 8.1 of Haryana Building Code-2017.

XXIII. That the colonizer/owner shall use only Light-Emitting Diode lamps (LED) fitting for internal lighting as well as Campus lighting.

XXIV. That the colonizer/owner shall strictly comply with the directions issued vide Notification No. 19/6/2016-5P dated 31.03.2016 issued by Haryana Government Renewable Energy Department.

XXV. That colonizer/owner shall ensure the installation of Solar Power Plant as per provisions of Haryana Solar Power Policy, 2016 issued by Haryana Government Renewable Energy Department vide Notification No. 19/4/2016-5 Power dated 14.03.2016.

XXVI. That the colonizer/owner shall ensure the installation of Solar Photovoltaic Power Plant as per the provisions of order No. 22/52/2005-5, Power dated 21.03.2016 issued by Haryana Government Renewable Energy Department.

XXVII. GENERAL

(a) Among other plans and papers detailed elevations of buildings along all sides exposed to public view shall be drawn according to scale as mentioned in the Haryana Building Code-2017.

(b) The water storage tanks and other plumbing works etc. shall not be exposed to view each face of building but shall be suitably encased.

(c) No applied decoration like inscription, crosses, names of persons or buildings are permitted on any external face of the building.

(d) Garbage collection center of appropriate size shall be provided within the site.

(e) Color trade emblem and other symbols shall be subject to the approval of the Competent Authority.

(f) This drawing supersedes the previous approved Drg No. HSIIDC/IPD/239, Dated 23.05.2007.

(g) All dimensions are in meters.

5.

NUMBER/SIZE OF FLATS TO BE BUILT ON THE LAND OFFERED FOR ALLOTMENT:

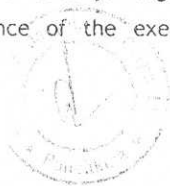
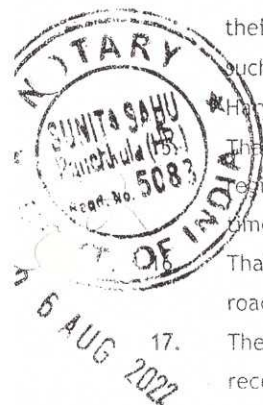
The society/organization/firm as per request in its application for allotment of land under the scheme, shall have to construct the following dwelling units:-

Size of DU (in sq.mtrs)	50-75	76-100	101-119	120-150	151-250
No. of DUs to be constructed	60 Aprox				
Super areas of DUs(in sq.mts.) per DU	170 Sq Mtr.				



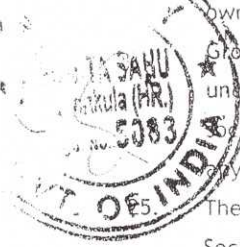
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6. Allottee shall abide by all the Rules & Regulations of HBC-2017, as amended from time to time.
7. The HSIIDC will provide only 11 KV line around the periphery of the group housing site and further provision for providing transformer of required capacity 11 KV cable, metering equipment and other allied accessories will have to be made by the Group Housing Society/Organization/firm itself as per its load requirement within its premises at its own cost and as per the standards/specifications laid down by HVPNL/HPGCL.
8. The HSIIDC will provide water supply connection on the periphery of each Group Housing Site and further arrangement for the storage and boosting will have to be made by the Group Housing Society/organization/firm itself as per its requirement at its own cost.
9. That all the buildings to be constructed shall be with the approval of competent authority and shall conform to the building bye laws and regulations in force in the area and shall in addition be governed by the Building bye laws as per BIS code with regard to light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal) standards.
10. The society/organization/firm shall pay the cost of land as per terms & conditions in the letter of intent.
11. That while all the open spaces including these between the blocks and wings of buildings shall be developed, equipped and landscaped according to the plans approved by the HSIIDC. At least 15% of the total site area shall be developed as organized open spaces i.e. for tot lots and playground.
12. That the society/organization/firm shall ensure that the flats/DUs are transferred to its members keeping in view the provisions of Haryana Apartment Ownership Act. The society/organization/firm shall also ensure that the formalities required to be completed before they are given possession of the flats.
13. That the society/organization/firm and its members including transferee of plots shall abide by the provisions of the Haryana Apartment Ownership Act.
14. That the responsibility of the ownership of the common areas and facilities as well as their management's and maintenance shall vest in the society/organization/firm till such time the responsibility is transferred to the owners of the dwelling units under the Haryana Apartment Ownership Act.
15. That the society/organization/firm intending to set up a group housing society shall get itself registered under 'RERA' and shall comply with all the provisions under the Act, as amended from time to time.
16. That the society/organization/firm shall be responsible for the maintenance and up keep of all roads, open spaces, parks and public health services etc. in its site.
17. The society/organization/firm shall maintain a separate bank account of all the moneys received by it and expenditure incurred and the same can be inspected by HSIIDC at any time.
18. That the society/organization/firm shall permit MD HSIIDC or other officers authorized by him in this behalf to inspect the execution of the layout and the development works in the Group Housing Colony and the society/ organization shall carry out all directions issued by him and ensuring compliance of the execution of the layout and development



works in accordance with the approved scheme and plans.

19. That the society/organization/firm shall pay proportionate development charges as and when required and as determined by HSIIDC in respect of additional external development charges at any time during the execution of the scheme in public interest.
 20. On payment of 100% price of the plot society/organization shall execute the Deed of conveyance in the prescribed form and in such manner as may be directed by the officer incharge (Estates) HSIIDC. The charges on registration and stamp duty will be paid by the society / organization/firm. Execution of conveyance deed will be mandatory within 6 months of full payment of cost of site.
 21. All disputes and differences arising out of or in any way touching or concerning this allotment, whatsoever, shall be referred to the sole arbitration of the Managing Director HSIIDC or any other officer appointed by him. The decision of such arbitrator shall be final and binding on the concerned parties.
 22. Any additional price of the plot as a consequence proportionate external development charges(EDC), spent by HSIIDC or as may be payable to the Government or any other agency by the HSIIDC for external water supply, electrical installation, roads, storm water drainage, sewerage etc. shall be payable by you in lump sum within 30 days from the date of demand notice failing which a penal interest @ (as applicable) p.a. shall be charged from the date of notice. In the event of non-payment of such enhanced compensation/EOC within a period of three months of the notice, the plot shall be liable to be resumed.
 23. Provided always and it is hereby agreed that if the society/organization/firm commit any breach of the terms and conditions of this Agreement or violate any of the provisions of the Act or these Rules, then and in any such case, and notwithstanding the waiver of, any previous clause or right, the MD HSIIDC may cancel the allotment of land granted to the society / organization/firm.
 24. Consequent upon cancellation of the allotment of land, under clause (1) above, the ownership of the land including structures whatever are raised on it by then under the Group Housing Colony shall vest with the HSIIDC which may develop the said area under any law through any agency or Authority of its choice. The Society/organization/firm including its successors bound by this agreement shall not have any claim on the land.
 25. The stamp duty and registration charges on this deed shall be borne by the Society/organization/firm.
 26. The expression the society/organization/firm before used shall include its successor members; representatives, successors and assigns permitted witness whereof the society/organization and the DGM(IPD), HSIIDC signed this deed on the day and year first above written.
- That the allottee is fully aware of provisions of HEEP-2020 & EMP-2015 and has gone through the same. The allottee agrees & undertakes to abide by and be bound by the said provisions of HEEP-2020 and EMP-2015, as amended from time to time. IN WITNESS WHEREOF, the parties to this agreement have set their hands/seals on the dates mentioned against their signature.



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Signature _____

Dated _____

Signed by the said M/s Ompee Construction through its partner Mr. Virender hooda S/o Sh. Om Parkash Hooda R/o Plot No. 7, Palam Vihar Ext. Gurugram, Haryana at Panchkula on the Thursday day of Twenty ^{Sixth} ~~fourth~~ August Two Thousand Twenty Two, (Signatures must be got attested from Executive Magistrate, 1st Class with his Court seal or a Notary Public).

Witness:

Signature: _____

Name: Mr. Virender Hooda

Address: Plot No. 7, Palam Vihar Ext. Gurugram

Occupation: Business

Signature _____

Dated 26 AUGUST 2022

For Haryana State Industrial & Infrastructure Development Corporation Ltd.,

Signed by the said Shri Satya Narain A GM (P) for and on behalf of Haryana State Industrial & Infrastructure Development Corporation Limited (HSIIDC) and acting under the authority at _____ on the _____ day of _____,

In the presence of:

Witness:

Signature: _____

Name: Sh. Satya Narain

Address: Plot No. 7, Palam Vihar Ext. Gurugram

Occupation: Business

(The agreement is to be executed at concerned field office and is required to be duly notarized by Notary Public/1st Class Magistrate)

ATTESTED

SUNITA SAHU
NOTARY Panchkula (Haryana)

26 AUG 2022

Attested when executed
of instrument by signatories
claiming as representative
of the said company



26 AUG 2022