



Indian-Non Judicial Stamp Haryana Government



Date : 03/06/2023

Non Judicial

Certificate No. G0C2023F1986

GRN No. 103475974



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Karma Lakelands Private limited

H.No/Floor : 5 Sector/Ward :

City/Village : Delhi District : Delhi

Phone: 98*****12

LandMark : Green avenue vasant kunj

State : Delhi



Buyer / Second Party Detail

Name : Dtcp chandigarh

H.No/Floor : 3 Sector/Ward : 18/a

City/Village: Chandigarh District : Chandigarh

Phone : 98*****12 Others : Dtcp

LandMark : Madhya marg

State : Haryana

Purpose : For LG-IV agreement with DTCP Chandigarh



Director General
Town & Country Planning
Haryana, Chandigarh

FORM LC-IV

(See rule 11)

Agreement by owner of land intending to set up a Residential Colony under New Integrated Licensing Policy dated 11.05.2022.

This Agreement is made on this the ^{05th} ~~06th~~ day of ^{September} ~~July~~, 2023 (Two Thousand Twenty Three)
Between

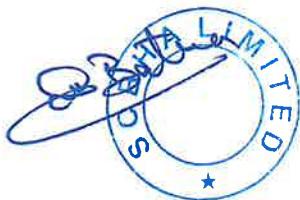
KARMA LAKELANDS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 5, Green Avenue, Vasant Kunj, New Delhi – 110070, acting through its authorised signatory; Mr. Rajendra Patni, duly authorized vide its resolution dated 08.05.2023 hereinafter referred to as the "**Owner**" and **SOBHA LIMITED** a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at Sarjapur, Marathahalli, Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post, Bangalore-560 103 and having its regional office at 5th Floor, Rider House, Plot No-136P, Sector-44, Gurugram-122 003, Haryana through its authorised signatory Mr. Chander Mohan Batra authorized vide its resolution dated 06.03.2023 (hereinafter referred to as the "**Developer**" which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees) of the **ONE PART**.

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 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 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "**Rules**"), one of the conditions for the grant of licence is that the owner shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the licence finally granted for residential colony under New Integrated Licensing Policy-2022 on the land measuring 31.28125 acres situated at Village Naurangpur, Tehsil Manesar, District Gurugram, Haryana in collaboration with Sobha Limited (Developer).




Director General
Town & Country Planning
Haryana, Chandigarh

The Owner/Colonizer has opted for migration from NILP Scheme 2016 to NILP Scheme 2022 in respect of license no.124 of 2019 dated 19.09.2019.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner 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, the owner hereby convents as follows:
 - a. That the owner shall integrate the bank account in which 70% allottee receipts are credited under Section 4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016, with the online application/ payment gateway of the department in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State Treasury.
 - b. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC Dues.
 - c. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
 - d. That the implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the owner/developer. The Owner/Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment are paid as per prescribed schedule.
 - e. That the owner/ Developer shall transfer 10% (ten percent) of colony area free of cost to the Government earmarked for affordable housing for or pay three times of collector rate in lieu of 10% of colony area.
 - f. That Owner/ Developer shall ensure that the land for community sited up to two pockets of atleast 1.25 acres each in colony upto 40 acres and atleast 2.00 acres in case of colonies above 40 acres.
 - g. That the location of this area will be decided by the Director in Consultation with the Owner/ Developer at the time of grant of license.
 - h. That the Owner/ Developer shall not claim benefit of FAR, ground coverage i.e. 12% area as mentioned in policy dated 09.02.2016.
 - i. That the Owner/ Developer has no objection if Govt. decides to utilize this area through any public/ private agencies as it may deem fit.
 - j. That the Owner/ Developer shall ensure that this area will have independent access of minimum 18 meters further approachable to a 24 meters wide internal sector road.
 - k. That the Owner/ Developer shall ensure to provide single point connection for water supply, sewerage, drainage and electric infrastructure.
 - l. That the Owner/ Developer shall transfer the area to the Govt. in revenue records with 60 days of grant of license and before approval of zoning plan. Consequently, the Owner/ Developer will be free from obligation of providing EWS and NPPL plots.

2. Community Facilities:

- a. That the Owner/ Developer shall transfer 10% of area of licensed colony free of cost to the government for provision of community facilities in a compact block for optimal



Director General
Town & Country Planning
Haryana, Chandigarh

utilization of the area. This will give flexibility to Director to Workout the requirement of community infrastructure at sector level and accordingly make provisions.

- b. That the location of the area for community facility will be at the discretion of Director to enable feasibility of its integrations with the similar area reserved for community facilities in an adjoining colony.
 - c. That FAR as permitted in the licensed colony will be given to the Owner/ Developer for the area to be transferred in this regard for its utilization within the licensed colony area as per existing practice being followed in group housing colonies.
 - d. The land will be transferred within 60 days of grant of license.
3. That the owner shall derive maximum net profit @15% of the total project cost of development of a colony after making provision of 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 Treasury by the owner or he shall spend this money on further amenities/ facilities in this colony for the benefit of resident therein or the Owner/Developer shall have the option to deposit the infrastructure augmentation charges as applicable from time to time at any stage before grant of completion certificate and get exemption of the restriction of net profit beyond 15%.
4. The Owner/ Developer 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:
- i. That overall net profit (after making provision for the payment of taxes have not exceeded 15% of the total project cost of the scheme.
 - ii. The Owner/ Developer while determining the sale price of the plots in residential plotted colony, 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.
5. That the pace of construction in the colony shall be in accordance with sale agreement with the buyers of the plots/flats/office and commercial space/ I.T Space as and when the scheme is launched, wherever applicable.
6. That the Owner/ Developer shall be responsible for the maintenance and upkeep of all 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 unless earlier relieved of this responsibility, when the 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.
7. (i) That the Owner/ Developer shall ensure compliance of the provision of Haryana Apartment Ownership Act, 1983, which shall be followed in letter & Spirit.
(ii) That the sector road and internal sector road as per approved doctoral plan shall not form part of common area as defined as per provision of Haryana Apartment Ownership Act, 1983 and shall be transferred free of cost to the Government or the Local Authority as per provision of Section 3(3)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.



Director General
Town & Country Planning
Haryana, Chandigarh

8. That the Owner/Developer shall deposit 30% of the amount realized by them from plot holders from time to time within ten days of its realization in a separate account to be maintained in the 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.
9. That the Owner/ Developer shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the layout and the development works in the colony and the Owner/ 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.
10. That the Owner/ Developer shall carry out at their own expenses for any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
11. That the bank guarantee of internal development works has been furnished on the interim rates for development works. The Owner/ Developer will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/ Developer will furnish an additional bank guarantee with within thirty days on demand.
12. That the Owner/ Developer shall deposit infrastructure development charges @ Rs. 375/- per sq. mtr. for permissible saleable plotted area and @ Rs. 750/- per sq. mtr. (175% FAR) for commercial component through bank draft in favour of Director, General Town & Country Planning Haryana payable at Chandigarh in two equal installments. The first installment of infrastructure Development Charges would be deposited by the Owner/Developer within in 60 days from the date of grant of license, falling which 18% p.a.(simple) interest will be paid for the delayed period.
13. 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 Bilateral Agreement or violate any provision of the Act and the Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may be cancel the license granted to them.
14. Upon cancellation of the license under clause- 21 above, action shall be taken as provided in the Haryana Development and Regulation Areas Act, 1975 and Haryana Development and Regulation Areas Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of Director.
15. The stamp duty and registration charges on this deed shall be borne by the Owner/ Developer.
16. The expression 'Owner/Developer' hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
17. That the Owner/ Developer shall convey the 'ultimate power load requirements' 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 the site within the licensed land for transformer/ Switching Station/ Electric Sub-station as per norms prescribed by the owner utility in the zoning plan of the project.



Director General
Town & Country Planning
Haryana, Chandigarh

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

19. The Owner/ Developer shall pay Labour Cess as per policy instructions issued by Haryana Government vide memo no. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.

In witness where of the colonizer and the Director have signed this deed on the day and year first above written,

WITNESSES

1. MANGAL SINGH

#47, Vill. Thana Gobindgash,
Teh.-Kharan, Distt.-Mohali.

2.



Signature of the owner/ developer

SOBHA LIMITED
Authorized Signatory

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH
FOR and on behalf of the
Governor of Haryana.

Director General
Town & Country Planning
Haryana, Chandigarh