



हरियाणा HARYANA

54AA 385704

THIS STAMP PAPER IS INTEGRAL PART OF

LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENSE FOR
SETTING UP AN AFFORDABLE GROUP HOUSING COLONY



For SRIFLEX PROJECTS PVT. LTD.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Sri Flex Projects Pvt Ltd

RADEEP KHANNA
STAMP VENDOR
GURGAON

16 MAY 2023

No. 3493

Purpose

Signature

For SRI FLEX PROJECTS PVT. LTD.

Director/Authorized Signatory

This Agreement is made on this 26th day of June, 2023 at Gurugram, Haryana.

BETWEEN

Anu Products Limited, Sohna Best Projects LLP, Karara Greens LLP, Anchor Business Solutions, CS Foods LLP, RAO Tourist Services Private Limited, Pro Advisor Developers Private Limited, Shachi Gupta W/o Parveen Gupta, Bharat Raj Thukral S/o Tilak Raj, Madan Lal Khera S/o Govind Ram Khera, Deepak Amin S/o Shri Ishwar Bhai Amin, Vinod Kumar Solanki S/o Late Shri Jage Ram, Shushil Bhardwaj S/o Jiwan Lal & Daya Ram S/o Jiwan Lal in Collaboration and through **M/S Sriflex Project Private Limited**, is a private limited company incorporated under the Companies Act, 2013 and having its registered office at Basement-1, Ninex City Mart, Sector-49, Sohna Road, Gurugram, Haryana, (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 namely **Mr. Shivank Garg** (Aadhaar: 4787 6921 1384; PAN: CYQPG3672Q) appointed vide board resolution dated 03.04.2023;

.....Of the **ONE PART**

And

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

.....of the **OTHER PART**

In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions laid down therein for grant of license 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 an Affordable Group Housing Colony on the land measuring 8.76875 acres falling in the revenue Estate of village Sohna, Sector-4, Sub Tehsil Sohna, District Gurugram, Haryana.

For SRIFLEX PROJECTS PVT. LTD.

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Director General
Town & Country Planning
Haryana, Chandigarh

Director/Authorised Signatory

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony on the land mentioned in **Annexure I** 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 :-

1. 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 applicable and as amended from time to time, and policies issued thereunder from time to time.
2. The Owner/Developer shall pay labourcess charges as per policy of Government dated 25.02.2010 or as issued /amended from time to time.
3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
4. 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 Haryana Shehri Vikas Pradhikaran (HSVP) and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by Haryana Urban Development Authority (HUDA).
5. 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


Director General
Town & Country Planning
Haryana, Chandigarh

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account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the owner/Developer towards meeting the cost of IDW of the Colony.

6. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 93.687 lakh per acre (Rs. 853.863 lakh) for Affordable Group Housing Colony Component and Rs.437.517 lakh per acre (Rs. 116.147 lakh) for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each.
7. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
8. 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 amount worked out at the tentative rate of Rs. 93.687 lakh per acre of Affordable Group Housing Colony Component and Rs. 437.517 lakh per acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
9. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.
10. 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 license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
11. 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.
12. 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


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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.

13. In case HSVP executes 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 license period and the Owner/Developer shall be bound to make the payment within the period so specified.
14. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL). If the Owner/Developer fails to seek electric connection from DHBVNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the DHBVNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Affordable Group Housing 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. DHBVNL and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.
15. No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
16. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License as per applicable legal provision.
17. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.


Director General
Town & Country Planning
Haryana, Chandigarh

For SRIFLEX PROJECTS PVT. LTD.


Director/Authorised Signatory

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18. That the Owner/Developer shall complete the Internal Development Works within five years of the grant of License.
19. That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director 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 determined by him along with interest from date of grant of license.
20. 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 Affordable Group Housing 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 license granted.
21. 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.
22. That the Owner/Developer 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 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.
23. 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 Act and/or Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
24. The stamp duty and registration charges on this agreement shall be borne by the Owner/Developer.


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Town & Country Planning
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25. That any other condition which the Director may think necessary in public interest can be imposed.



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

WITNESSES :

1.

Sandeep Garg

Sandeep Garg
S/o R.M. Garg
1/0 AKS farm, near
road, Subbar, Mehraoli
near Delhi - 110030.

FOR AND ON BEHALF OF
FOR SRIFLEX PROJECTS PVT LTD
or SRIFLEX PROJECTS PVT. LTD.

Director/Authorised Signatory
AUTHORIZED SIGNATORY
OWNER/DEVELOPER

2.

Director General
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Annexure – I

Khewat Number	Mustil Number	Kila Number	Area Kanals-Marlas-Sarsai
439/1 min	102	20/2	04-09-00
		21/1	04-09-00
		21/2	03-04-00
		22/2	02-02-00
	105	1/2/1	02-08-00
		2/1	07-17-00
		3/1	03-10-00
		8/1	07-06-00
		9/1	01-14-00
		13/2	04-08-00
		14/1	03-12-00
		17/2/1	01-12-00
		18/1/1/1	01-05-00
2261/2	105	17/1/2/1	02-10-00
		24/2	03-00-00
		25/1	04-14-00
	134	4/2	03-00-00
		5/1	06-02-03
		7/1	02-16-00
	135	1/1/1	00-04-06
Total		fields 20	70-03-00 Say 8.76875 acres

SHIFLEX PROJECTS PVT. LTD.

Director/Authorised Signatory