

Chandigarh Administration

e-Stamp

Certificate No.	: IN-CH44980018418755V
Certificate Issued Date	: 18-Sep-2023 10:25 AM
Certificate Issued By	: chkmartii
Account Reference	: IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-10/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0788332357691168V
Purchased by	: NARAYAN SINGH
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FAITH BUILDTECH P LTD
Second Party	: DGTCP HARYANA
Stamp Duty Paid By	: FAITH BUILDTECH P LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR
SETTING UP AFFORDABLE PLOTTED COLONY**

..... Please write or type below this line

This Agreement is made on this 18th, day of January, 2023.

Between

Adishwar Real Estate Pvt Ltd, Commander Realcon Pvt Ltd, Coral Buildhome Pvt Ltd, Mritunjay Real Estate Pvt Ltd, Success Propbuild Pvt Ltd, Vishwas Propbuild Pvt Ltd, in

For Faith Buildtech Pvt. Ltd.

Director/Auth. Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shoilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

1
VOID VOID VOID

[illegible]

collaboration with Faith Buildtech Pvt Ltd having its registered office at C- 4, 1st Floor Malviya Nagar, New Delhi-110017 hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Vikas Kharb.

..... 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 Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and 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 licence finally granted on compliance of conditions of LOI received vide letter Memo No LC-5019/JE(DS)2023/20947 dated 28.06.2023 for grant of license for setting up of Affordable Residential Plotted Colony on area measuring 19.975 acres in the revenue estate of village Khaika, Sector-4 Sohna District Gurugram, Haryana.

AND WHEREAS in compliance of Letter of Intent dated 28.06.2023 Developer has requested for grant of Licence for reduced area measuring 18.475 acres instead of area measuring 19.975 acres.

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 under policy dated 08.02.2016 on the land mentioned above 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


Director
Town & Country Planning
& Haryana, Chandigarh

For Faith Buildtech Pvt. Ltd,


Director/Auth. Signatory

Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.

2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued 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 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.
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 HSVP 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 DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
5. That the owner/Developer shall deposit 30% of the amount realized by him from the Plot 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.
6. That the Owner/Developer shall pay the proportionate EDC at tentative rate amounting Rs. 70.2653 Lakh per acre. These charges shall be payable to Director General, Town and Country Planning, Haryana, online either in lump sum within 30 days from the date of grant of license or in six equal half early installments for 18.475 acres.
7. The first installment of 25 percent of the total amount of EDC i.e. Rs. 375.86 Lakh shall be payable before grant of license.
8. The balance 75 percent amount of EDC i.e. Rs. 1116.54 Lakh shall be paid in six equal half yearly installment alongwith interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rates.
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 licence and shall furnish 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 additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
13. In case HSVP executed 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 licence 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 colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said 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. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.
15. No third party rights shall be created without getting the prior permission of the Director General, 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 licence as per applicable legal provision.
17. The owner/Developer shall transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities within 30 days of issuance of Zoning Plan. Alternately, Owner/Developer shall have an option to develop such area on its own or through third party subject to the condition mentioned at clause 4(i) in policy dated 25.08.2022 (Amendment in Deen Dayal Jan Awas Yojna Policy).


Director
Town & Country Planning
Haryana, Chandigarh

For Faith Buildtech Pvt. Ltd.

Director/Auth. Signatory

18. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.
19. That the Owner/Developer shall complete the Internal Development Works within five years of the grant of licence.
20. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the licence 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 licence.
21. 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 colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
22. 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.
23. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said plotted Colony for the period of five years from the date of the 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.
24. 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 Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the License granted to the Owner/Developer.
25. That, the Owner/Developer shall integrate its 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 on-line application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.
26. That such 10% of the total receipts form each, payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.

For Faith Buildtech Pvt. Ltd.


Director/Auth. Signatory

27. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the Owner/Developer.
28. The implementation of such mechanism shall, however, have no bearing on the EDC installment 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 installments that due for payment get paid as per prescribed, schedule.
29. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
30. 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 DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witness:

Abhishek Raut
S/O 116-117 Sec-8C
Chandigarh

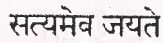
Owner/Developer
For Faith Buildtech Pvt. Ltd.

Vikas
Director/Auth. Signatory
AUTHORIZED SIGNATORY

2.

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

[Signature]
**Director
Town & Country Planning
& Haryana, Chandigarh**



Chandigarh Administration

e-Stamp

FORM LC-IV-B
Please write or type below this line

This Agreement is made on this 18th day of January, 2021.

Adishwar Real Estate Pvt Ltd, Commander Realcon Pvt Ltd, Coral Buildhome Pvt Ltd, Mritunjay Real Estate Pvt Ltd, Success Propbuild Pvt Ltd, Vishwas Propbuild Pvt Ltd,

Director/Auth. Signatory

JD 0032510577

1. The authenticity of this Stamp certificate should be verified at www.shoelstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

VOID VOID VOID

[illegible]

in collaboration with Faith Buildtech Pvt Ltd having its registered office at C- 4, 1st Floor Malviya Nagar, New Delhi-110017 hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Vikas Kharb.

.....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

WHEREAS In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and 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 licence finally granted on compliance of conditions of LOI received vide letter Memo No LC-5019/JE(DS)2023/20947 dated 28.06.2023 for grant of license for setting up of Affordable Residential Plotted Colony on area measuring 19.975 acres in the revenue estate of village Khaika, Sector-4 Sohna, District Gurugram, Haryana.

AND WHEREAS in compliance of Letter of Intent dated 28.06.2023 Developer has requested for grant of Licence for reduced area measuring 18.475 acres instead of area measuring 19.975 acres.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer. The Owner/Developer hereunder covenants as follows:-

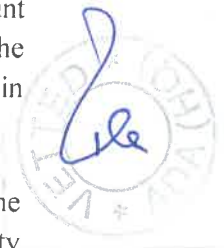
1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.


Director
Town & Country Planning
Haryana, Chandigarh

For Faith Buildtech Pvt. Ltd.


Director/Auth. Signatory

2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of DDJAY-2016 Policy as amended from time to time, which shall be followed in letter & spirit.
3. The terms and condition of the policy parameters as prescribed under the Affordable Plotted Colony under Deen Dayal Jan Awas Yojna-2016 Policy dated 08.02.2016 as amended from time to time and enclosed as Annexure-1 to this agreement shall form integral part of this agreement and shall be read as part and parcel of this agreement.
4. The Owner/Developer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area. Alternately, Owner/Developer shall have an option to develop such area on its own or through third party subject to the condition mentioned at clause 4(i) in policy dated 25.08.2022 (Amendment in Deen Dayal Jan Awas Yojna Policy).
5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the DDJAY-2016 Policy dated 08.02.2016.
6. That all plots in the project shall be allotted strictly as per the DDJAY-2016 Policy as amended from time to time.
7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy dated 08.02.2016.
8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Residential Plotted Colony under DDJAY-2016 after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the residents therein.
9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per DDJAY Policy dated 08.02.2016 as amended from time to time).



10. 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 DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESS:

1.

Abhishek Singh Rana
SCO 116-117 Sec-8C
Chandigarh

2. _____

For Faith Buildtech Pvt. Ltd.

Dipas
OWNER/DEVELOPER
Director/Authorized Signatory

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

[Signature]
Director
Town & Country Planning
& Haryana, Chandigarh