

हरियाणा HARYANA

K 836323

**LC-IV**  
**AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR**  
**SETTING UP A COLONY**

This Agreement is made on 09 day of February 2024.

**Between**

M/s. Tula Realtor Private Limited and Suraj Bhan s/o Sh. Dharampal, Saroj Yadav w/o Sh. Suraj Bhan, Harsh Yadav s/o Sh. Mahesh Yadav , Dagar Hospitality and Infrastructure Pvt Ltd in collaboration Tula Realtor Private Limited having Regd. Office - G-14, Ground Floor, Jangpura Extension, New Delhi - 110014 (hereinafter called the "Owner/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 Shri Manish BhupinderKumar Bakshi respectively.

.....Of the ONE PART

**And**

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

For TULA REALTOR PVT. LTD.

  
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..... 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 license finally granted for setting up Colony on the land measuring 19.1750 Acre in Sector - 1, Pataudi, District - Gurugram, Haryana.

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

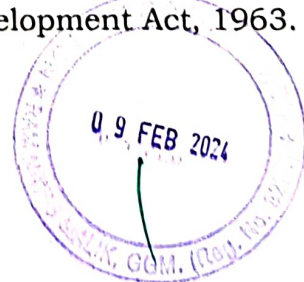
1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-
  1. That the owner 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 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.
  2. That we shall construct 18/24/30 m wide internal circulation road forming part of licensed area at our own costs and transfer the same free of cost to the Government.
  3. That area coming under the sector roads and restricted belt/green belt, if any, which forms part of licenced area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Govt.
  4. That we shall integrate the services with Haryana Shahri Vikas Pradhikaran services as and when made available.
  5. That we have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restriction of unregulated Development Act, 1963.

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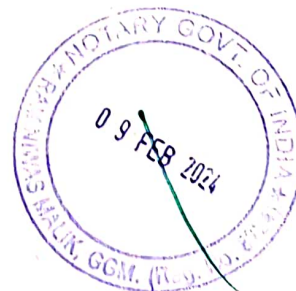


6. That we shall transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities or develop such area on its own in clause 4(j) of policy dated 08.02.2016 amended wide policy dated 25.08.2022.
7. That you understand that the development / construction cost of 24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
8. That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
9. That you shall make their own arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available and the same is made functional from External Infrastructure to be laid by Haryana Shehari Vikas Pradhikaran or any other execution agency.
10. That you shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
11. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
12. That you shall use only LED fitting for internal lighting as well as campus lighting.
13. That you 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 licence to enable provision of site in licenced land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by th power utility in the zoning plan of the project. :
14. That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per sft. to the Allottees while raising such demand from the plot owners.

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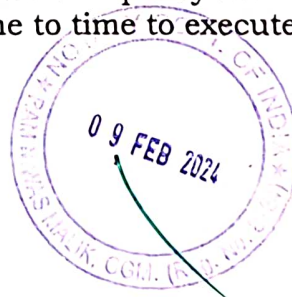


15. That you shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
16. That you shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licensee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.
17. That you shall complete the project within seven years (5+2 years) from date of grant of licence as per clause 1(ii) of the policy notified on 01.04.2016.
18. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
19. That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
20. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit seventy percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.
21. That no further sale has taken place after submitting application for grant of licence.
22. That you shall not give any advertisement for sale of plots/commercial area before the approval of layout plan.
23. That you shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.
24. That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
25. That you shall abide by the terms and conditions of policy of DDJAY and other direction given by the Director time to time to execute the project.

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26. That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution) Act 1981 and Water (Prevention and Control of Pollution) Act 1974. In case of any violation of the provisions of said statutes, applicant shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Act.
27. That the aforesaid LOI is being granted by considering the commercial component with FAR of 1.5. In case, you want to avail additional FAR of 1.75 for commercial component, applicant company shall deposit the additional amount of fee and charges.
28. That the Owner/Developer shall pay 100% of the EDC amounting to Rs 2,67,10,499/- on account of EDC. These charges shall be payable to Director, Town and Country Planning, Haryana, online lump sum before grant of licence.
29. 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 an Additional Bank Guarantee, if any, on the enhanced EDC rates.
30. 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.
31. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
32. 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.
33. That such 10% of the total receipts from 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.

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34. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.

35. 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 the EDC installments that are due for payment get paid as per prescribed, schedule.

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

Witnesses:-

The Owner/Developer

1.

**M/s. TULA REALTOR PRIVATE LIMITED.**

For TULA REALTOR PVT. LTD.

*JB*

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Dated.....

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

2.

Dated.....



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**ATTESTED**  
*[Signature]*  
RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA