

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 07/10/2023

Certificate No. G0G2023J1416

GRN No. 108121265



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Vanessa Builders and Developers pvt ltd

H.No/Floor: Na

Sector/Ward: Na

LandMark: Ghari bolani road

City/Village: Rewari

District: Rewari

State: Haryana

Phone: 98\*\*\*\*\*43



Buyer / Second Party Detail

Name: Town And Country planning

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Chandigarh

District: Chandigarh

State: Chandigarh

Phone: 98\*\*\*\*\*43

Purpose: AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN AFFORDABLE PLOTTED COLONY

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LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN  
AFFORDABLE PLOTTED COLONY

This agreement is made on 30<sup>th</sup> 07 oct. 2023

Between

M/s Vanessa Builders and Developers Pvt. Ltd. a company incorporated under the provisions of the Companies Act, 1956 and having their registered office at Ghari Bolani Road, Rewari 123401 Haryana through its Authorized Signatory Rakesh Kumar S/o. Sh. Rajendra Singh (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, assigns, nominees and permitted assigns, of the First PART

AND

Director General  
Town & Country Planning  
Haryana, Chandigarh

Vanessa Builders and Developers  
Private Limited

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/Developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into Residential Plotted Colony.

AND WHEREAS under Rule II of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Plotted Colony under Deen Dayal Jan Awas Yojna -2016 over an area measuring 10.34375 acres in the revenue estate of Village Kanganpur, Sector-1, District Sirsa, Haryana

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

In consideration of the Director agreeing to grant a license to the Owner/Developer to set up the said Affordable Plotted Colony under Deen Dayal Jan Awas Yojna on the land mentioned in Annexure hereto and on the fulfillment of the conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by 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 amended from time to time, and policies issued there under from time to time.
2. That 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.



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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% percent of the amount to be 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/Developer towards meeting the cost of internal development works in the Colony.
6. That the Owner/Developer have already deposited 100% of EDC amount as per LOI for colony. These charges shall be payable to Director, Town and Country Planning, Haryana online either in lump sum within 30 days from the date of grant of license or in Balance 75% in Six equal six monthly installments of 12.5% each.
7. 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 an additional bank guarantee, if any, on the enhanced EDC rates.
8. 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.
9. 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 up-to a period of three months and an additional three months with the permission of the Director.
10. 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 license period and the Owner/Developer shall be bound to make the payment within the period so specified.
11. The Owner/Developer shall arrange 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

  
Director General  
Town & Country Planning  
Haryana, Chandigarh

  
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Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

12. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
13. 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.
14. 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.
15. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of license.
16. 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.
17. 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 insuring due compliance of the execution of the development works in accordance with the license granted.
18. 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.
19. That the Owners shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, which 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.
20. 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.
21. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

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

23. That the owner / developer shall integrate the bank account in which 70 percent 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 State treasury.

24. 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.

25. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner / developer.

26. The implementation of such mechanism shall however, have no bearing on 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 are due for payment that paid as per the 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:

1 Bir Singh

BIR SINGH  
VPD Jamaula  
Dist Gurgaon

Vanessa Builders and Developers Private Limited  
On behalf of the Owner/Developer  
M/s Vanessa Builders and Developers Pvt. Ltd

Director General  
Town & Country Planning  
Haryana, Chandigarh

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2 DATE 7/10/12  
Warendra Kumar

S/O Sh. SHERJAN YADU  
V.P.O. Merga. Teh.  
Alamaina  
Anand Rajasthan

Director  
Town and Country Planning Haryana,  
Chandigarh

For and on behalf of the  
Governor of Haryana

Signature  
Director General  
Town & Country Planning  
Haryana, Chandigarh

