



हरियाणा HARYANA

W 420252

FORM LC-IV

(See rule 11)

Agreement by owner of land intending to set up a colony

This agreement made on the 08<sup>th</sup> day of September, 2022 between **M/s Worldwide Resorts and Entertainment Pvt Ltd**, having its registered office at 725/2, DD 2, Block-A, Shastri Nagar, New Delhi – 110052 (hereinafter called the "Developer/Owner") of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

**WHEREAS** the Developer/Owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into industrial colony; And whereas under rule 11, one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony on 118.15 acres land falling in the revenue estate of village Bans Haria and Bans Khusla, Tehsil Harsaru, Sector M-9, M-10, M-13 and M-14 of Manesar, District Gurugram.

Director General  
Town & Country Planning  
Haryana, Chandigarh

For Worldwide Resorts And Entertainment Pvt Ltd.

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Sanskrit

Authorised Signatory

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

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfilment of all the conditions laid down in rule 1.1 by the owner the owner hereby conveys as follows: -
  - (a) That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and 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 shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.
  - (b) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centres and other community buildings, if any on the land set apart for this purpose.
  - (c) That the owner shall deposit thirty percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that this amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
  - (d) That the owner shall permit the Director or other officer authorised by him in this behalf to inspect the execution of the layout, and the development works in the colony and the coloniser shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development work in accordance with licence granted.
  - (e) That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
  - (f) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.
2. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

Director General  
Town & Country Planning  
Haryana, Chandigarh

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorized Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Sanskriti  
Authorized Signatory

3. Upon cancellation of the licence under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events shall stand forfeited in favour of the Director.
4. The stamp and registration charges on this deed shall be borne by the owner.
5. The expression that 'owner' herein before used shall include his hirers, legal representatives, successors and permitted assigns.
6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner release the bank guarantee or part thereof as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

OR

After the layout and development works completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner against the release of the bank guarantee, the BG shall be released provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

7. Additional clause as per Government Instruction dated 14.08.2020 :-

- a) 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 the State treasury.

Director General  
Town & Country Planning  
Haryana, Chandigarh

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorized Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Sanskriti  
Authorized Signatory

- 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) 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 re due for payment that paid as per the prescribed schedule.

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

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

For Worldwide Resorts And Entertainment Pvt. Ltd.

Authorised Signatory

Witnesses:-

The owner  
For. Worldwide Resorts And  
Entertainment Pvt. Ltd.

Name:- Sushila Goyal &  
Sanskriti Goyal  
(Directors of company)

1. Kapil Bhardwaj S/o Sh. Shyam Sunder  
R/o A-176, Vipin Garden, Uttam Nagar, ND.  
9953563840

2. Surajmal S/o Sh. Surender  
R/o VPO Khanpur Khurd, Jhajjar

Director

For & on behalf of the Governor of Haryana.

ANNEXURE OF LAND