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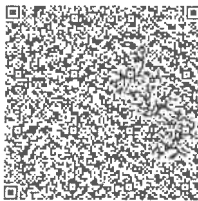
INDIA NON JUDICIAL

Annexure-3

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL37917895317127W
Certificate Issued Date : 16-Aug-2024 05:38 PM
Account Reference : IMPACC (IV)/ dl1069303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL106930329233720135007W
Purchased by : FIDATOCITY HOMES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : FIDATOCITY HOMES PRIVATE LIMITED
Second Party : DTCP HARYANA
Stamp Duty Paid By : FIDATOCITY HOMES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 50
(Fifty only)



Please write or type below this line

This stamp paper forms integral part of the Agreement (form LC-IV)

For Fidatocity Homes Pvt. Ltd

Director/Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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

**LC-IV
(UNDER RULE 11)
AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP
A RESIDENTIAL GROUP HOUSING COLONY**

This Agreement is made and executed at ~~New Delhi~~ ^{Chandigarh} on the 24th day of October, 2024.

BETWEEN

M/s Fidatocity Homes Pvt. Ltd., having its registered address at D-800, Ground Floor, New Friends Colony, New Delhi - 110025 (hereinafter called the **"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 authorised signatory namely Mr. Amit Kumar Sharma S/o Sh. C S Sharma 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 Owner is in possession of or otherwise, well entitled to the land mentioned in **Annexure -A** hereto for the purpose of developing and converting into Residential Group Housing Colony;

AND WHEREAS Under Rule 11 of the Haryana Development and Regulation of Urban areas Rules, 1976 (hereinafter referred to as the said **"Rules"**), one of the conditions for the grant of license is that the Owner shall enter into an **agreement** with the Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Residential Group Housing Colony on land area measuring 10.84375 Acres falling in revenue estate of Village Harsaru, Sector 88B, Gurugram.

NOW THIS DEED OF AGREEMENT 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 fulfillment of all the conditions laid down in rule 11 by the owner the owner hereby consents as follows: -

For Fidatocity Homes Pvt. Ltd.

Akshay
Director/Authorised Signatory

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

(a) That the Owner shall deposit 30% amount realized by him from flat 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 towards the cost of internal development works and construction works in the group housing colony.

(b.) That the Owner undertakes to pay proportionate External Development charges (EDC) as per rates, Schedule, terms and conditions hereunder:-

(i) That the Owner undertakes to pay the proportionate External Development Charges at the tentative rate of Rs.312.289 lacs per gross acre for 10.78953 acres residential Group Housing and @ Rs.416.385 lacs per gross acre for 0.05422 acres commercial component. These charges shall be payable to the Director, Town and Country Planning, Haryana either in lumpsum within 30 (thirty) days from the date of grant of licence or in 10(ten) equal 6 monthly installments of 10% each i.e.,

(ii) First installments of 10% of the amount of External Development Charges shall be payable within a period of 30 (thirty) days from the date of grant of license.

(iii) Balance 90% in 9 equal 6 monthly installments along with interest at the rate of 15% per annum, which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 312.289 lacs per gross acre for 10.78953 acres residential Group Housing component and @ Rs.416.385 lacs per gross acre for 0.05422 acres commercial component. However, at the time of grant of occupation permission nothing will be due on account of EDC.

(iv.) That the owner shall pay the EDC as per schedule date and time as and when demanded by DTCP Haryana.

(c) That the owner shall pay the EDC shall specify the details of calculations per square metre/ per sq ft, which is being demanded from the flat owners on account of EDC/IDC, is being charged separately as per rate fixed by the government.

For Fidatocity Homes Pvt. Ltd.

Abhishek
Director/Authorised Signatory

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

- (d) The EDC rates may be reviewed. There is a likelihood of some substantial increase in the EDC rates. In the event of increase in EDC rates the coloniser/owner shall pay the enhanced rate of EDC and the interest on instalments if any from the date of grant of licence and shall furnish additional bank guarantee if any on the enhanced EDC.
- (e) In case the coloniser/owner ask for completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only there after the grant of completion certificate would be considered.
- (f) The unpaid amount of EDC would carry an interest of 12% per annum and in case of any delay in the payment of instalments on due date and additional penal interest of 3% per annum (making the total payable interest at 15% per annum) would be chargeable up to a period of 3 months in additional 3 months with the permission of DTCP.
- (g) In case the Haryana Shehri Vikas Pradhikaran executes external development work and complete the same before the due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the coloniser to pay the balance amount of EDC in lump sum even before the completion of 5 year, and the colonizer shall be bound to do so.
- (h) Enhanced compensation of land cost if any shall be payable extra as decided by the director from time to time.
- (i) The owner shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam (HVPN). If the owner fails to seek electric connection from HVPN, the director shall recover the cost from the owner and deposit the same with the HVPN. However, the instalment of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be responsibility of the coloniser for which the coloniser will be required to get the electrical distribution services plan estimates approved from the agency responsible for installation of external services HVPN UHBVNL DHBVNL and complete the same before obtaining completion certificate for the colony.

For Fidatocity Homes Pvt. Ltd.

ABE
Director/Authorised Signatory

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

- (j) No external development charges would be recovered from the economically weaker sections (EWS) lower income group (LIG) category of allottees.
- (k) That the owner shall responsible for the maintenance and up keep 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.
- (l) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centre and other community buildings on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for schools, hospitals, community centre and other community buildings, in which case the institution including a local authority on such terms and condition as it may lay down.
- (m) No 3rd party rights will be created without obtaining the prior permission of Director. All the community building will be constructed by the coloniser within a period of 4 years from the date of grant of license.
- (n) That the owner shall be individually as well as jointly responsible for the individual plan licensed area as well as total combined plan of the licensed area as a whole.
- (o) That the owner shall complete the internal development works within 2 years of the grant of license.
- (p) The owner undertakes to pay proportionate external development charges EDC for the area earmarked for group housing scheme as per rate schedule terms and conditions given in clause 1 of this agreement.
- (q) That the owner shall furnish the layout plan of group housing scheme along with the Service plan detailed estimates together with the bank guarantee equal to 25% of the total cost of development work both for

For Fidatocity Homes Pvt. Ltd.

Akshay
Director/Authorised Signatory

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

internal and external for the area under group housing scheme within a period of 60 days from the grant of licence.

- (r) That in case of group housing, adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet which will cater to the minimum size of the room along with bath and WC.
- (s) That adequate educational health recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.
- (t) That the owner shall deposit Infrastructure Development Charges Rs.4,81,42,844/- (as *per LOI*) in 2 equal instalments. First instalment of the Infrastructure Development Charges could be deposited by the owner within 60 days from the date of grant of the licence and second instalment within 6 months from the date of grant of the license. The unpaid amount of infrastructure development charges shall carry an interest @ 18% (simple) p.a. For the delay in payments of the instalment.
- (u) That the owner shall carry out at his own expenses any other works which the director may think necessary and reasonable in the interest of the proper development of the colony.
- (v) 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 works in accordance with licence granted.
- (w) 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.
- (x) That the owner shall give the requisite land for treatment works (oxidation ponds) and for broad irrigation purposes at his own cost till

For Fidatocity Homes Pvt. Ltd.

A. S. S. S.
Director/Authorised Signatory

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

the completion of external sewerage system by HSVP and make their own arrangements for temporary disposal or give the requisite land. That the owner shall make arrangements for water supply sewerage drainage etc to the satisfaction of DTCP till services are made available from the external infrastructure to be laid down by HSVP.

2. 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.
3. 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.
4. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
5. 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 are due for payment. get paid as per the prescribed schedule.
6. 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.
7. 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.

For Fidatocity Homes Pvt. Ltd.

A. S. Leela
Director/Authorised Signatory


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




8. Expression that owner here in you shall include his heirs, legal representatives, successors and permitted assignees.
9. The stamp and registration charges on this deed shall be borne by the owner.
10. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner release the bank guarantee or part there of 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. However, the bank guarantee regarding the external development charges shall be released by the director in proportion to the payment of external development charges received from the owner.


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

Witnesses :-

1. Signature 
Name : Ashwini Kumar Shrivastava
Address : 870/10 Panchsheel Shiksha
S. K. Road, Gurgaon

2. Signature 
Name : Dip Singh
Address : 870/10 Panchsheel Shiksha
S. K. Road, Gurgaon

For Fidatocity Homes Pvt. Ltd.


AMIT KUMAR SHARMA
(FIDATOCITY HOMES PRIVATE LTD.)


Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN & COUNTRY PLANNING,
HARYANA, CHANDIGARH

ANNEXURE-A

| LAND SCHEDULE OF AREA | | | | |
|-----------------------|------------------------|--------------|-----------------|-----------|
| Village | Rect. | Kila No. | Area | |
| | | | K | M |
| Harsaru | 27 | 13 | 8 | 0 |
| | | 14 | 8 | 0 |
| | | 17 | 8 | 0 |
| | | 18 | 7 | 17 |
| | | 19/1 | 4 | 0 |
| | | 21/1 | 4 | 0 |
| | | 22/1 | 6 | 0 |
| | | 19/2 | 4 | 0 |
| | | 8/2 | 1 | 0 |
| | | 8/3 | 2 | 0 |
| | | 8/4 | 4 | 0 |
| | | 23/1 | 4 | 12 |
| | | 23/2 | 1 | 7 |
| | | 11 | 8 | 0 |
| | | 12 | 8 | 0 |
| | | 20/1/1 | 0 | 4 |
| | | 20/1/2 | 7 | 15 |
| | | TOTAL | 86 | 15 |
| | Area (In Acres) | | 10.84375 | |



For Fidatocity Homes Pvt. Ltd.

Director/Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh