

Bond



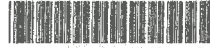
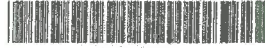
Indian-Non Judicial Stamp  
Haryana Government



Date :07/08/2024

Certificate No. GOG2024H2201

GRN No. 119866889



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0  
(Rs. Zero Only)

**Deponent**

Name: Birla Estates Pvt Ltd

H.No/Floor : Na

Sector/Ward : 65

Landmark : World mark 3

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 62\*\*\*\*\*79



Purpose : AGREEMENT to be submitted at Concerned office

FORM LC-IV  
(See rule 11)

**Agreement by Developer of land intending to set up a Group Housing colony**

This agreement made on the 11<sup>th</sup> of August Sep 2024

**BETWEEN**

Birla Estates Private Limited having its registered office at Unit no. 501, 5th Floor, WorldMark-3, Sector-65, Gurugram, Haryana, 122011 (hereinafter referred to as "Developer") through its authorized signatory namely Sh. Nitin Sharma 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 Barmalt India Private Limited and others ("**Owner**") have been granted License no 116 of 2011 ("**License**") for the development of Group Housing Colony on the land measuring 13.275 acres situated Sector-31-32A, (Gurgaon) Gurugram Manesar Urban Complex, Tehsil Gurugram and District Gurugram, Haryana ("**said Land**").

Whereas, the Owner has entered into an arrangement with Birla Estates Private Limited for development of said Land and the Owner has accordingly applied for

Director  
Town & Country Planning  
Haryana, Chandigarh



change of Developer and has received the In-Principal change in developer approval vide memo no. LC-2512/JE (SK) 2024/21637-38 dated 16.07.2024 ("COD Letter")

Whereas, one of the condition in the COD Letter is that Developer shall submit a fresh LC-IV agreement for carrying out and completion of development works in accordance with the Licence granted for setting up a group housing colony.

Whereas, the developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into Residential group housing colony;

And whereas, in addition to the agreement executed in pursuance of the provisions under rule 11, Haryana Development and Regulations of Urban Area Rules 1976 (hereinafter referred to as "HDRUA Rules") 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 Change of Developer permission finally granted for setting up a colony on land measuring 13.275 acres situated Sector-31-32A, (Gurgaon) Gurugram Manesar Urban Complex, Tehsil Gurugram and District Gurugram, Haryana

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the Director agreeing to grant Final Approval for Change of Developer for setting up group housing colony on the said Land on the fulfilment of all the conditions laid down in rule 11 by the Developer and the Developer hereby convents as follows: -
  - 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 rate schedule terms and conditions here to.
    - i. That the owner shall pay the proportionate external development charges add the tentative rate of Rs. 312.289 Lacs per gross acre for 13.2086 acres residential GH component and @ Rs.416.385 Lacs per gross acre for 0.0664 acres commercial component. (However, the EDC and IDC has been fully paid)
    - ii. These charges shall be payable to the Director, Town and Country Planning, Haryana either in lum-sum within 30 days from the grant of licence or 10 equals 6 monthly instalment of 10% each i.e.
    - iii. First instalment of 10% of the amount of external development charges shall be payable within a period of 30 days from the grant of license.
    - iv. Balance 90% in 9 equal 6 monthly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid

Director  
Town & Country Planning  
Haryana, Chandigarh



portion of the amount workout at the tentative rate of Rs. 312.289 Lacs per gross acre for ~~13.2086~~ acres residential GH component and @ Rs. 416.385 Lacs per gross acre for 0.0664 acres commercial component. However, at the time of grant of occupation permission nothing will be due on account of EDC. (However, the EDC and IDC has been fully paid).

- v. That The owner shall pay the EDC as per schedule date and time as and when demanded by DTCP Haryana, however the EDC and IDC has been fully paid.
- 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.
- 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.



- 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 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.
- 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 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. 625/- per square meter for group housing area and Rs. 1000/- per square metre of commercial component 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 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) (1) (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.
8. Expression that owner/ Developer here in shall include his/its 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 DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.**

**FOR Birla Estates Private Limited**

**Nitin Sharma**  
**Authorized Signatory**

**WITNESSES:**

**DIRECTOR TOWN AND COUNTRY  
PLANNING, HARYANA, CHANDIGARH**

  
**Director**  
**Town & Country Planning**  
**Haryana, Chandigarh**

**FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA**