

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 10/04/2024

Certificate No. G0J2024D1758

GRN No. 115377184



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Walton Builders Llp

H.No/Floor : 151p

Sector/Ward : 52

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryanan

Phone: 92*****52



Buyer / Second Party Detail

Name : Directorate town and Country planning Chandigarh haryana

H.No/Floor : Na

Sector/Ward : 18a

LandMark : Near yojana bhavan

City/Village: Chandigarh

District : Chandigarh

State : Chandigarh

Phone : 92*****52

Purpose : Submission of form LC IV D in DTCP Chandigarh

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LC-IVD

**BILATERAL AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP
A COMMERCIAL ^{1-7th} PLOTTED COLONY**

This agreement made on the ~~10th~~ day of ~~April~~ 2024
Between ^{November,}

M/s. Walton Builders LLP, an LLP registered under the LLP Act, 2008 and having its Regd. Office at Plot No-151P, Sector 52, Gurugram-122001(Haryana) (hereinafter called the "Owner") 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 **authorized signatory namely Sh. Praveen Kumar** R/o Village Rampur Khor Tehsil & District Palwal, Haryana-121102.

.....of the one part.

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the 'Director')

.....of the other part.

And whereas in additional to agreement executed in pursuance of Rule 11 of the Haryana Development and Regulation of Urban Areas

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Rules 1976 (hereinafter referred to as the said 'Rules'), one of the conditions laid down therein for the grant of the license, the owner shall enter into an agreement with Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Commercial Plotted Colony on land measuring 2.10 acres falling in revenue estate of 'Village Harsaru, Sector-88A District- Gurugram, Haryana.

And whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Colony on the land mentioned in the Annexure hereto on the fulfillment of all the conditions of this bilateral agreement, he owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by terms and conditions of this bilateral agreement executed by the owner hereunder covenanted iv; follows:
 - i. That the Owner undertake to pay proportionate [External Development Charges as per rate, schedule, terms and conditions hereunder:
 - ii. That the Owner shall pay the proportionate External Development Charges (EDC); at the tentative rate of Rs 486.13 lacs per gross acre for the Commercial Plotted colony. These charges shall be payable to Director Town & Country Planning Haryana in lump sum within 30 days from the grant of license or to 12 equal quarterly installments of 8.33 % each in the following manner.
 - A. First installment shall be payable within a period of 30 days from the date of the grant of license.
 - B. Balance 91.67 % in 11 (Eleven) equal quarterly installments along with interest at the rates of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs 486.13 lacs per gross acre. However, at the time of grant of Occupation Certificate nothing will be outstanding as EDC.
 - C. Owners shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs 486.13 Lacs per gross acre.
 - iii. The external development charges are under finalization, in the event of increase tentative external development

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- charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installments, if any, from the date of grant of license.
- iv. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from the Commercial site Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - v. For grant of completion certificate, the payment of External Development Charges shall be prerequisite along with valid license and bank guarantee.
 - vi. 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 due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
 - vii. That the Owner shall derive maximum net profit @ 15% of the total project cost of the development of the above noted commercial plotted colony after making provision of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the Owner.
 - viii. The Owner shall submit the Certificate to the Director within 30 days of the full and final completion of the project from a Chartered Accountant that the overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. Provided that the colonizer shall have the option either to deposit the infrastructure augmentation charges as applicable from time to time at any stage before grant of completion certificate and get exemption of the restriction of net profit beyond 15% (Jr deposit the amount as per the terms nd conditions of the agreement).
 - ix. In case Haryana Shehari Vikas Pradhikaran executes External Development Works before the final payment of External Development Charges, the Director shall be empowered to call upon the Owner to pay the balance amount or FA tergal Development Charges in the lump sum even before the completion of the license period and the owner shall be bound to make the payment within the period so specified.
 - A. Enhanced compensation on the land cast, if any, shall be payable extra as decided by the Director 1, from time to time.
 - B. The Owner shall arrange the electric connection from outside source for Electrification of their colony from

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Haryana Vidyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidyut Parsaran Nigam then the Vidyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimate" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidyut Parsaran Nigam/Uttar Haryana Bijli Vitran Nigam Limited/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and compete the same before obtaining completion certificate for the colony,

- C. That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director, during the period of the license as 1111(1 when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.
- D. That the owner shall be individually as well as jointly responsible for the development of the Commercial Plotted Colony.
- E. That the Owner shall complete the internal development works within validity of the grant of the license.
- F. That the owners shall deposit Infrastructure Development Charges at the rate Rs 10/--per square meter of the total covered area for the gross area of commercial plotted colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the owner within 60 days from the date of grant of license and the second installment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18 % (simple) per annum for the delay in the payment of installments.
- G. That the owner shall carry out, at his own expenses and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the Commercial Plotted Colony.
- H. That the owner shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and the Owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.



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- I. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
- J. That the Owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by Haryana Shehari Vikas Pradhikaran and the same is made functional.
2. That the owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months from the date of grant of license to enable provision of site in the licensed land for transformers/switching Stations/ Electric Sub - Stations as per the norms prescribed by the power utility in the zoning plan of the project.
3. Provided always and it is hereby agreed that if the Owner commits any breach or the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the Owner.
4. Upon cancellation of the License under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date, the Bank Guarantee in that event shall stand forfeited in favour of Director.
5. The Stamp duty and registration charges on this agreement shall be borne by the owner.
6. The expressions "The Owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
7. After the layout plans and development works in respect of the 'Commercial Plotted Colony' or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been 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 Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under Rule 16 or earlier in ease, the owner is relived 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



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- of External Development Charges received from the Owner.
8. That any other condition which the Director may think necessary in public interest can be imposed.
 9. That the Owner shall pay the labour cess charges as per the prevalent policy.
 10. That the owner shall submit the list of allottee(s) to the Director twice a year.
 11. That the record of such allotment shall be open for inspection by the State Government.
 12. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, parking, public health services for five years from the date of issue of the completion certificate under rule-16 unless earlier relieved of this responsibility, at which the owner shall transfer all such roads, open spaces, public parks, parking and public health services free of cost to the Government or the local authority, as the case may be.
 13. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in the Scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
 14. That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
 15. That the owner shall carry out at his own expenses and other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
 16. That, against each licence, the coloniser shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(1)(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 gets credited to the EDC head in the State treasury.
 17. 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 Government treasury against EDC dues of the concerned licence of the coloniser.

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18. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the coloniser against the said licence.
19. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the coloniser. The coloniser shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.
20. That the bank guarantee of the internal development works has been furnished on the interim rates for development works. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within thirty days on demand.
21. That any other condition which the Director may think necessary in public interest can be imposed.

IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR have signed this agreement in the date, month and the first above written.

WITNESSES:

1. Pawan Kumar

Praveen Kumar
(Authorized Signatory)

2. Pankaj Kataria

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

Director
Town & Country Planning
Haryana, Chandigarh

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