

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/06/2022

Certificate No. GOP2022F2895

GRN No. 91520599



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Reach promoters pvt ltd

H.No/Floor : 410

Sector/Ward : 00

LandMark : 14 kg marg

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 84*****04



Buyer / Second Party Detail

Name : The Governor of Haryana

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 84*****04

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

LC-IV

(UNDER RULE 11)

AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP A COMMERCIAL COLONY

This Agreement is made and executed at Gurugram on 28 day of Sept 2022

BETWEEN

M/s Reach Promoters Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at 410 Amba Deep Building, 14 KG Marg, New Delhi through its Authorised Signatory Sh. Paramjit Singh appointed vide Board Resolution dated 4th June 2019 (hereinafter referred to as the "Owner") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees of the Part One.

AND

The Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the Other Part.

Director,
Town & Country Planning,
Haryana, Chandigarh



WHEREAS the Owner is in possession of the land mentioned in **Annexure 'A'** attached herewith for the purpose of converting it into a Commercial Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Area Rules, 1976 (hereinafter referred to as the said "RULES") one of the condition for the grant of license is that 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 Colony on an additional area measuring 6.95 Acres in addition to the earlier granted license no. 17 of 2010 dated 13.02.2010 falling in revenue estate of Village Badshahpur, Sector 68, District Gurugram.

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:

1. In Consideration of the Director agreeing to grant license to the Owner to set the said commercial colony on the said Land mentioned in the Annexure A attached hereto, on fulfillment of all the conditions as are laid down in Rule 11 of Haryana Development and Regulation of Urban Areas Rules, 1976, the Owner hereby covenants as follows:

1. That the Owner undertakes to pay proportionate External Developments charges as per rates, Schedule, terms and conditions hereunder:-

a) That the Owner shall pay the proportionate External Development Charges at tentative rate of the Rs. 486.1344 Lakhs per gross for Commercial Colony. These charges shall be payable to Director, Town & Country Planning, Haryana either in lump-sum within 30 days from the date of grant of license or in twelve equal quarterly installments of 8.33% each, in the following manner:-

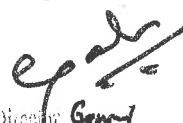
(i) First installments shall be payable within a period of 30 days from the date of grant of license.

(ii) Balance 91.67% in eleven equal quarterly installments (@8.33% each installment) along with interest at the rate of 12% per annum on the unpaid portion of the amount worked out at the tentative rate of Rs. 486.1344 Lakhs per gross acre for commercial colony however at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

b) The Owner shall pay EDC as per the schedule date and demand by DTCP.

c) The Owner will integrate its bank account in which 70% of allottee receipts are credited under Section 4 (2)(I)(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.


d) Such 10% of the total receipts of each payment made by an allottee, which is received by the department shall get automatically credited, on the date of

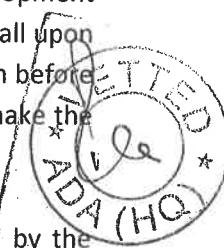

Director General
Town & Country Planning
Haryana, Chandigarh



receipt in Government treasury against EDC dues of the concerned licence of the coloniser.

- e) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the coloniser against such licence.
 - f) The implementation of such mechanism shall, however, have no bearing on the EDC instalment schedule conveyed to the colonizer the colonizer 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.
 - g) For grant of completion certificate, the payment of external development charges shall be the pre-requisite along with valid license and bank guarantee.
 - h) The unpaid amount of external development charges will carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, and 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. In case HSVP executes external development works before final payment of EDC the Director shall be empowered to call upon the Licensee/Owner to pay the balance amount of EDC in 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.
2. Enhanced compensation on land cost, if any shall be payable extra as decided by the Director, from time to time.
3. The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam, then Director shall recover the cost from the Owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the Owner, for which the colonizer will be required to get the "electric (distribution) service plan/estimates" approved from the agency responsible for installation of External Electrical Services i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidyut Nigam Limited/Dakshin Haryana Bijli Vitaran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
4. That the rates, schedule and terms and conditions of external development charges may be revised by the Director, during the period of license as and when necessary and

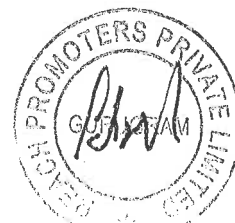

Director
Town & Country Planning
Haryana, Chandigarh



Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

5. That the Owner shall be responsible for the maintenance and upkeep of the colony for a period 5 years from the date of issue of Completion Certificate under the rule 16 of the Rules, unless earlier relieved of this responsibility.
6. That the Owner shall be responsible for the development of the commercial colony.
7. That the Owner shall complete the internal development works within validity of the grant of the license.
8. That the Owner shall deposit Infrastructure Development Charges @ Rs. 1000/- per square meters (175 FAR) for commercial area in two equal installments. The first installment of the Infrastructure Development Charges shall be deposited by the Owner within 60 days from the date of grant of license and second installment shall be deposited within 6 months from the date of grant of the license. The unpaid amount of the Infrastructure Development Charges shall carry an interest @ 18% per annum (simple) for the delay in the payment of installments.
9. That the Owner shall carry out at his own expense and cost, any other works which the Director may think necessary and responsible in the interest of proper development of the Colony.
10. That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the development works in the colony and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
11. That without prejudice to anything contained in this agreement, all provisions contained in the Act and these Rules shall be binding on the Owner.
2. That the Owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by HSVP and the same is made functional.
3. Provided always and it is hereby agreed that if the Owner commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules then in case and notwithstanding the waiver of any previous clause or right the Director may cancel the license granted to the Owner.


Director General
Town & Country Planning
Haryana, Chandigarh



4. Upon cancellation of the license under clause 3 above, the government may acquire the area of aforesaid colony under land acquisition act, 1894 and develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
5. The Stamp duty and Registration charges on this deed shall be borne by the Owner.
6. After the layout plan and development works or part thereof in respect of the 'Commercial Colony' 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, in an application in this behalf from Owner, release the IDW Bank Guarantee or part thereof as the case may be, provided that IDW Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for the period of five years from the date of issue of completion certificate under Rule 16 or earlier, in case the Owner is relieved of the responsibility 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 the external development charges received from the Owner.
7. That the Owner 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 of site in licensed land for transformer/switching station, electric sub-station as per the norms prescribed by the Power Utility, in the zoning plan of the project.

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

WITNESS:

[Signature]
NARESH KR. PANDI
II/C, Ganga Nagar
Rohini

Director General
Town & Country Planning
Haryana, Chandigarh

[Signature]
M/s Reach Promoters Pvt. Ltd.
(Paramjit Singh)
(Director)

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