






Bond		Indian-Non Judicial Stamp Haryana Government		Date :24/06/2024
Certificate No. G0X2024F4421			Stamp Duty Paid.: ₹ 101 (Rs. Only)	
GRN No. 117806572			Penalty : ₹ 0 (Rs. Zero Only)	
Deponent				
Name: V K and Sons	Sector/Ward : 30		Landmark : Na	
H.No/Floor : Na	District : Gurugram		State : Haryana	
City/Village : Gurugram				
Phone : 85*****01				
				
Purpose : AGREEMENT to be submitted at Others				

LC-IV**AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR
SETTING UP A COLONY**

This Agreement is made on this _____, day of _____, 2024.

Between

VK & Sons Infratech Private Limited, Mr Inderjeet Yadav S/o Sh Jaikishan Yadav in collaboration with VK & Sons Innfratech Private Limited having its office located at 10-A, Ground Floor, Park Centra Sector 30, Gurugram 122001 (hereinafter called the "Owner/Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees.

.....**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**

In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said

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Auth Signatory

"Rules"), and the conditions laid down therein for grant of license, the Developer shall enter into an Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up of an Affordable Plotted Colony (DDJAY-2016) over an area measuring 6.475 Acre in the revenue estate of village Pataudi, Sector- 3 Gurugram being developed by company.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant license to the Developer to set up the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-
 1. That the Owner shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
 2. The Owner shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
 3. 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 to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
 4. That the Owner shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
 5. That the Owner shall deposit 30% of the amount realized by him from the plot 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 meeting the cost of internal development works of the colony.

6. That the Developer shall pay the proportionate EDC at the tentative rate of Rs. 13.012 Lacs/Acres (Rs. Thirteen Lakhs One Thousand Two Hundred Only) for colony other than commercial component and Rs. 52.048 lacs /acres (Rs. Fifty Two Lakhs Four Thousand Eight Hundred Only) for commercial component. These charges shall be payable to Director, Town and Country Planning, Haryana online in lump sum in compliance to LOI before grant of license.
7. That the Owner shall pay the EDC as per schedule date and time and when demand by the DTCP, Haryana.
8. That in the event of increase in EDC rates, the Owner shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish an Additional Bank Guarantee, if any, on the enhanced EDC rates.
9. In case the Owner asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
10. 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 date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
11. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Developer shall be bound to make the payment within the period so specified.
12. The Owner shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana

Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

13. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
14. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of license as per applicable legal provision.
15. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.
16. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of license.
17. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the license period as and when necessary and the Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
18. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
19. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Developer.
20. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.

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Auth Signator


21. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
22. Upon cancellation of the license under clause 21 above, the licensed land shall vest in Government unless specifically relieved of this obligation by the Government and all action shall be taken by the Director himself or by the third person. The Bank Guarantee in that event shall stand forfeited in favor of the Director.
23. That in case Owner/Developer fails to get his license renewed before completion of the colony, the Director shall be at liberty to take over the licensed land and take action as per the provisions of Rule 19 of the Rules, 1976.
24. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
25. That any other condition which the Director may think necessary in public interest can be imposed.
26. That, the Owner shall integrate its bank account in which 70% 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 get credited to the EDC head in the State treasury.
27. That 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 the Government treasury against EDC dues.
28. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the Owner .
29. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed tot het Owner . The Owner shall continue to supplement such automatic EDC deductions

with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.

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

Witness:

For VK & Sons Infratech Pvt Ltd
Vk & Sons Infratech Pvt. Ltd.


Authorized Signatory
Owner/Developer

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH FOR AND ON
BEHALF OF THE GOVERNOR OF
HARYANA