

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 12/02/2023

Certificate No. G0L2023B212

GRN No. 99236532



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Gurugram Landandfinance PvtLtd
H.No/Floor : 1600 Sector/Ward : 28 LandMark : Faridabad
City/Village : Faridabad District : Faridabad State : Haryana
Phone: 95*****18 Others : Gurugram land and finance private limited



Buyer / Second Party Detail

Name : Director Townand Countryplanning
H.No/Floor : Ground Sector/Ward : 18c LandMark : Madhya marg
City/Village : Chandigarh District : Chandigarh State : Haryana
Phone : 95*****18 Others : Director town and country planning, haryana

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

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LC-IV

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

This Agreement is made on this 14th day of MARCH, 2023.

Satpal Singh S/o Shishlam in collaboration with
M/s Gurugram Land and Finance Private Limited (PAN No. AAJCG7471P), a company registered under the provisions of The Companies Act, 1956, having its registered office at **1600, Sector-28, Faridabad, Haryana** (hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely **Sh. Rajesh s/o Sh. Ramanand** respectively.

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

For Gurugram Land And Finance Private Limited

Rajesh
Authorised Signatory

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

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 "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 Colony on the land measuring **40 Kanals 3 Marlas i.e., 5.01875 Acres situated within the revenue estate of Sector-78, Village-Naurangpur, Tehsil-Manesar, District-Gurugram, Haryana vide Jamabandi for the year of 2019-2020.**

NOW THIS DEED WITNESSETH AS FOLLOWS: -

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 fulfilment 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 Developer 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 Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
3. That the Developer 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 Developer 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/Developer 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 Developer shall deposit 30% of the amount realized by him from the 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/ Developers towards meeting the cost of internal development works of the colony.
6. That the Developer shall pay the EDC **Rs. 5,85,12,400/-** (in words **Five Crore Eighty-Five Lakh Twelve Thousand Four Hundred Rupees Only**) for the plotted component of colony and **Rs. 83,58,900/-** (in words **Eighty-Three Lakh Fifty-Eight Thousand Nine Hundred Rupees Only**) for commercial component. These charges shall be payable to Director, Town and Country Planning, Haryana.
7. That the Developer shall pay the EDC as per schedule date and time and when demand by the DTCP, Haryana. *25% of EDC shall be payable before grant of license & rest in 5 half yearly instalments*
8. That in the event of increase in EDC rates, the Developer shall pay the enhanced amount of EDC and the interest on instalments from the date of grant of license and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.

For Gurugram Land And Finance Private Limited

Rajesh
Authorised Signatory

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

9. In case the Developer 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 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 Developer 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 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 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 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 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 ensuring 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 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.

For Gurugram Land And Finance Private Limited

Rajesh
Authorised Signatory

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

21. Provided always and it is hereby agreed that if the 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 23 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 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 Developer.
25. That any other condition which the Director may think necessary in public interest can be imposed.

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

Witnesses:

1.

Mangal Singh
Vill. Thana Gobindgarh.
Teh.-Khasar, Distt. Mohali.

2.

For Gurugram Land And Finance Private Limited

Authorised Signatory

Owner/Developer
Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

Director
Town and Country Planning, Haryana
For and on behalf of the
Governor of Haryana