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FORM LC-IV-A
[See rule 11(1) (h)]

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

THIS AGREEMENT is made on the 22nd day of November, 2008(Two Thousand Eight) between **M/s A & D Estate Pvt Ltd, M/s Growmore Buildtech P Ltd, M/s Goldline Buildtech Pvt Ltd & M/s Style Towers Pvt Ltd.**,all having their registered office at B- 4/43, Safdarjung Enclave, New Delhi-110029, through its Authorized Signatory Shri Manoj Shukla, duly authorized vide Board Resolution dated 26th August, 2008 (hereinafter called the "OWNER") of the One Part and the Governor of Haryana, acting through the **Director, Town & County Planning, Haryana**, Chandigarh (hereinafter referred to as the "DIRECTOR") of the OTHER PART.

WHEREAS in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of licence, the Owner shall to enter into a Bilateral Agreement for carrying out and completion of the development works in accordance with the license finally granted & setting up of a Group Housing Colony on land measuring **11.415 acres** at Village: Kherki Daula & Village: Sihi in **Sector 83** of Gurgaon Manesar Urban Complex, Haryana.

AND WHEREAS the BILATERAL AGREEMENT mutually agreed upon and executed among the parties shall be binding on the Owner:-

DTCP (HR)

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure to Form LC IV and on the fulfillment of the conditions of this bilateral agreement, the Owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:-

a) That in the case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of EWS 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 sq.ft., which will cater to the minimum size of the room along with bath and water closet.

b) That all the buildings to be Constructed shall be with the approval of the Competent Authority and shall conform to buildings bye-laws and the regulations in force in that area and shall conform to National Building Code with regard to the inter se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.

The Owner shall at his own cost construct the primary-cum-nursery school, community buildings, dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary-cum-nursery school, community center buildings/dispensary and first aid center, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third party rights will be created without obtaining the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. All the community buildings will be got constructed by the colonizer within a period of three years from the date of grant of license.

DTCP (HR)

d) (i) That 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 hereunder.

(ii) That the owner shall pay the proportionate external development charges at tentative rate of Rs.227.172 lacs per gross acre for Group Housing Colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & country planning, Haryana either in lump sum within 30 days from the date of grant of licence or in eight equal six monthly installments of 12.5% each in the following manner:-

i. First installment shall be payable within a period of 30 days from the date of grant of licence;

ii. Balance 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs.227.172 lacs per gross acre

(iii) That the EDC rates for Gurgaon Manesar urban complex development plan 2021 plans are under review and are likely to be finalized soon there is likelihood of substantial increase in EDC rates. In the event of increase in tentative external development charges rates, the owner shall pay the enhanced amount of EDC and interest on installments, if any, from the date of grant of licence.

e) That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders @ Rs.11,24,059/-/- per gross acre which is a tentative charge only for construction of a portion of the total community building.

f) That the Owner shall ensure the flats/dwelling units are sold/leased /transferred by him keeping in view the provisions of Haryana Apartments Ownership Act, 1983.

g) The Owner shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.

h) That the responsibility of the ownership of the common area and facilities as well as their managements and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartments Ownership Act, 1983.

DTCP (HR)

i) That the Owner shall be responsible for the maintenance and upkeep of all the roads, open spaces, public parks and public health services for 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 or the local authority as the case may be.

j) That the owner 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 towards meeting the cost of internal development works and construction works in the colony.

k) 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 the Group Housing Colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.

l) That the Owner shall deposit infrastructure development charges @ Rs.625/- per sq. meter for Group Housing Colony area measuring 11.36091 acres and @ Rs. 1000/- per sq. meter on commercial complex of 0.05709 acres for total area of the colony. The first installment of the infrastructural development charges would be deposited by the Owners within 60 days from the date of grant of license and the second installment to be deposited within six months from the date of grant of license. The unpaid amount of infrastructure charges shall carry an interest @18% (simple) per annum for the delay in the payments of installments.

m) That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the colony.

n) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to EWS categories, and area of such a flat shall not be less that 200 sq.ft. These flats shall be allotted on the basis of the price charged by Haryana Housing Board for such sizes/flats in that particular area in the following manner:-

a) That for the allotment of the flats the owner shall invite applications for allotment through open press from eligible members of EWS categories as defined by the State

DTCP (HR)

Government /Housing Board, Haryana. He shall also announce the tentative number of flats its price along with sizes available for such sale.

b) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery drawn by the Owner after giving publicity and in the presence of the representative of the State Government. The successful applicants will be allotted the flats after complying with usual business condition with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the Owner.

c) That the owner while calling the applications for the allotment of EWS/LIG categories of flats in the Group Housing Colonies shall charge not more that 10% of the total tentative cost of such flats as registration/earnest money.

o) That the owner shall derive maximum net profit @ 15% of the total project cost of development of colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall, either be deposited, within two months in the State Government Treasury by the Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

Further the Owner shall submit the following certificates to Director within 90 (ninety) days of the full and final completion of the project from Chartered Accountant that:

a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

b) A minimum of 15% in case of EWS/LIG flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.

c) That the Owner while determining the sale price of flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

DTCP (HR)

p) After the layout and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed 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, if the completion of the Group Housing Colony, is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof, shall be kept un-released to ensure upkeep and maintenance of the Group Housing 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 of 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 the external development charges received from the Owner.

q) That the bank guarantee of internal development works has been furnished on the interim rates of development works and constructions of community building. 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. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 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 30 days on demand.

r) That Owner shall make arrangement for water supply, sewerage, drainage etc to the satisfaction of Director Town & Country Planning till these services are made available from external infrastructure to the land by HUDA.

s) 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 a period of two months from the date of grant of licence 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.

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2. Provided always and it is hereby agreed that if the Owners shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act and the Rules, then and in such cases, and notwithstanding the waiver of any previous clause of right; the Director may cancel the license granted to him.

3. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and Rules. The Bank Guarantee in the event shall stand forfeited in the favour of the Director.

4. The stamp and registration charges on this deed shall be borne by the Owner.

5. The expression "The Owner" herein before used shall include his heirs, legal representatives, successors and permitted assignees.

6. That any other condition which the Director may think may necessary in public interest can be imposed.

IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR have signed this Deed on the date and the year first above written.

WITNESSES:

1. Umesh
UMESH SHOREEN
B-4/43, Safdarjung Enclave
New Delhi

For M/S A& D Estates Pvt. Ltd.
M/S Growmore Buildtech Pvt. Ltd.
M/S Goldline Buildtech Pvt. Ltd. &
M/S Style Towers Pvt. Ltd.
(OWNER)

2.

Director
Town & Country Planning,
Haryana, Chandigarh.
For and on Behalf of Governor of Haryana

Director
Town and Country Planning,
Haryana, Chandigarh.

—1/23

Agreement Award

Indian-Non Judicial Stamp
Haryana Government

Date : 16/08/2022

Certificate No. G0P2022H761
GRN No. 93243252

Stamp Duty Paid : ₹ 101
(Rs. One)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: A and D estate Private limited
H.No/Floor : 77 Sector/Ward : 44 LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 99******91

Buyer / Second Party Detail

Name : Director Town and Country planning
H.No/Floor : 3 Sector/Ward : 18a LandMark : Nagar yojana bhavan
City/Village: Chandigarh District : Chandigarh State : Chandigarh
Phone : 99******91

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

FORM LC-IV-A
[See rule 11(1) (h)]
BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on the 30th day of January....., 2023

BETWEEN

M/s Growmore Buildtech Pvt. Ltd., company incorporated under the Companies Act, 1956 and having their registered office at SS House, Plot No-77, Sector-44, Gurugram, Haryana-122003 (hereinafter referred to as "Owner") in collaboration with **M/s A & D Estates Private Limited**, a Company registered under Companies Act, 1956 having its registered office at SS House, Plot No-77, Sector-44, Gurugram, Haryana-122003 (here-in-after referred to as "Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory namely Mr. Ashok Singh Jaunapuria S/o Mr. Sukhbir Singh.

..of the One part

For Growmore Buildtech Pvt. Ltd.
Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

AND

The Governor of Haryana acting through the Director, Town & Country Planning, Haryana, Chandigarh (here-in-after referred to as the "**DIRECTOR**")

..... of the other part

WHEREAS in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of permission, the Owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up of a Group Housing Colony on land measuring **1.19375 acres** at Village: Sihi in **Sector 83** of Gurgaon Manesar Urban Complex, Haryana.

AND WHEREAS the BILATERAL AGREEMENT mutually agreed upon and executed among the parties shall be binding on the Owner: -

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS: -

1. In consideration of the Director agreeing to grant license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure to Form LC IV and on the fulfillment of the conditions of this bilateral agreement, the Owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows: -

   a) That in the case of Group Housing, adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of 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 sq.ft., which will cater to the minimum size of the room along with bath and water closet.

   b) That all the buildings to be constructed in the said Group Housing colony shall be with the approval of the Competent Authority and shall in addition to provisions of Zoning plan of the site conform to buildings bye-laws and the regulations in force in that area and shall conform to National Building Code with regard to the inter-se distances between various blocks,

For Growmore Buildtech Pvt. Ltd.

Director

Director
Town & Country Planning
Haryana, Chandigarh

structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by Owner/Developer.

d) The Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the land set apart for this purpose within as period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.

No third party right shall be created without getting the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh.

e) (i) That 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 annexed hereto.

(ii) That the rates, schedule terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions determined by him along with interest from the date of grant of license.

f) That the Owner/Developer will not be allowed to recover any amount whatsoever on account of internal community buildings from the flat holders @ Rs.9,28,975/- per gross acre which is a tentative charge only for construction of a portion of the total community building.

g) That the Owner shall ensure the flats/dwelling units are sold/leased /transferred by them keeping in view the provisions of Haryana Apartments Ownership Act, 1983.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

h) The Owner/Developer shall abide by the provisions of the Haryana Apartments Ownership Act, 1983.

i) That the responsibility of the ownership of the common area and facilities as well as their managements and maintenance shall continue to vest the Owner/ Developer till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartments Ownership Act, 1983.

j) That the Owner/Developer shall be responsible for the maintenance and upkeep of all the roads, open spaces, public parks and public health services of the said Group Housing Colony for the period of five years from the date of issue of the completion certificate under Rule-16 of the Rules, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority as the case may be.

k) That the Owner/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.

l) 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 Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the lay-out plans and development works in accordance with the permission granted.

m) That the Owner shall deposit infrastructure development charges ("IDC") @ Rs.625/- per sq. meter for Group Housing Component and Rs. 1000/- per sq. meter on commercial component of the gross of said Group Housing Colony in two equal instalments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of grant of license and the second installment shall be deposited within six months from the date of grant of license. The unpaid amount of IDC shall carry an interest @18% per annum (simple) for the delay in the payments of installments.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PVT. LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

n) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

o) That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

p) That the Owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to the economically weaker section categories, and area of such a flat shall not be less that 200 sq.ft and the maximum price of allotment of EWS flats shall be of Rs. 1,50,000 per flat i.e. Rs. 750/- per square feet in the following manner: -

i) Complete scheme shall be floated within six months from issuance of occupation/part-occupation certificate of EWS flats. The colonizer upon obtaining such occupation/part-occupation certificate shall immediately and not later than 60 days convey the detail of such flats to Housing Board Haryana for the purpose of inviting application and for identification of the eligible beneficiaries.

ii) Housing Board of Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the colonizers and DGTCP, Haryana. By no means, the involvement of Housing Board Haryana shall amount to it being designated as a developer for the project, as far as compliance under RERA Act is concerned.

iii) All compliance pertaining to Haryana Development and Regulation of Urban Areas Act, 1975 as well as Apartment Ownership Act 1983 shall continue to be the sole responsible of the licencee.

iv) While identifying the beneficiaries for allotment, Housing Board Haryana shall grant first preference to the BPL families and thereafter to the EWS applicants of the State.

v) For the purpose of this policy, the definition of EWS stands adopted as provided under PMAY guidelines i.e. with household income less than Rs. 3 Lakhs per annum or as amended under PMAY guidelines from time to time.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

vi) In cases where EWS flats have already been advertised, the licensee shall conduct draw of losts within three months from issuance of this policy.

vii) The Housing Board Haryana shall give advertisement in three newspaper (1 leading English National Daily and 2 in Hindi language) having circulation of more than 10,000 copies in the state.

viii) The list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in newspaper as specified above.

ix) After completion of the process of identification of successful allottees, Housing Board Haryana shall convey the list of successful applicants' alongwith waiting list to the concerned colonizer under intimation to DTCP, Haryana.

x) All further formalities pertaining to issuance of allotment letter and recovery of instalment for the successful allottees continue to remain with the colonizer. If successful allottee fails to deposit the instalments, he may be given 15 days time period from date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper, failing which allotment shall stands cancelled.

xi) For avoiding duplicacy, Housing Board Haryana shall maintain the data of all beneficiaries and their Aadhar Card details. The list of successful BPL as well as EWS beneficiaries shall also be shared with Department of Urban Local Bodies Haryana for maintaining an integrated database of allottees so as to avoid duplicate allotment to same beneficiaries.

xii) BPL as well as EWS verification shall be carried out in case of successful allottees only.

xiii) Housing Board Haryana shall charge Rs. 10,000/- as registration/earnest money along-with each application. Housing Board Haryana shall retain such registration charges from each successful allottee after conducting the draw of lots. The balance amount of Rs. 1.4 lakhs shall be recovered directly by the colonizer from the beneficiaries as identified by Housing Board Haryana.

xiv) For unsuccessful candidate, refund of registration/earnest money (without interest/compensation) shall be made by Housing Board Haryana within two months from date of draw.

A & D ESTATES PRIVATE LIMITED

For Growmore Buildtech Pvt. Ltd.

Director

Director
Town & Country Planning
Haryana, Chandigarh

xv) The earnest money of the applicants in the waiting list may be retained by the Housing Board Haryana till the process of allotment of successful applicants is completed. Thereafter, the earnest money shall be refunded within one month period. However in case any applicant in waiting list requests for refund of earnest money even during the process of allotment, the Housing Board Haryana shall refund the same within a period of one month from receipt of the request without making any deductions.

xvi) In case a successful candidate surrenders his flat, entire amount will be refunded by the colonizer without any deduction. However, the registration amount of Rs. 10,000/- recovered by Housing Board Haryana Shall remain non-refundable.

xvii) In case of delay in conducting the draw, Housing Board Haryana shall refund the earnest money to unsuccessful candidate's alongwith normal interest of saving bank account in State Bank of India as applicable from time to time. However, no interest shall be paid for a period of six months from the date of submission of application alongwith earnest money.

xviii) The allottees of such flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such plot and allotment of plot shall also be liable for cancellation.

xix) HBH may also earmark such EWS units for rental housing scheme for eligible beneficiaries.

xx) The formulation of such rental housing scheme shall be the prerogative of HBH.

xxi) The colonizer shall hand-over the possession of the EWS units to the CA, HBH (or his representative authorized in this regard) and consequent to such handing over/taking over the possession by HBH, all legal and jurisdictional rights vis-à-vis the EWS units shall vest with the HBH. The rights of the

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

colonizer shall be limited to the receipt of payment amounting to Rs. 1.5 lakhs per dwelling unit in such time frame and in such manner as prescribed.

xxii) Payment shall be made to the colonizer within three months period from taking over of possession by HBH, failing which simple interest at the rate of 9 percent per annum shall be payable on the deferred amount.

xxiii) Further, formalities pertaining to the issuance of revised Deed of Declaration and Deed of Apartment in favour of HBH under the Apartment Ownership Act 1983, leading to transfer of ownership in favour of HBH shall take place in due course.

xxiv) That the Owner/Developer will get commensurate number of the building plans of the EWS component approved while submitting the building plans of the main component in group housing colonies.

xxv) That the Owner/Developer will ensure at the time of grant of the occupation certificate in case of group housing colonies and grant of part completion certificate for the plotted colonies that the proportionate number of EWS units stand constructed & allotted and the plots reserved for EWS are also allotted.

xxvi) That the allotment of these plots/flats can also be made with the approval of the Government to a specific category of the people in the public interest on recommendations of the Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for the rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.

xxvii) That no maintenance charges are recoverable from EWS plot/flat holders. However, Colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.

For Grownare Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

xxviii) The colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.

xxix) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holder.

xxx) If there is an increase in the prescribed minimum size of EWS Plot/flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.

q) That the Owner/Developer shall derive maximum net profit @ 15% of the total project cost of development of the above said Group Housing Colony after making provisions 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/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the residents therein.

Further the Owner/Developer shall submit the following certificates to the Director within 90 (ninety) days of the full and final completion of the project from Chartered Accountant that:

a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.

c) That the Owner/Developer while determining the sale price of flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.

d) After the layout and development works or part thereof in respect of the Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf, from the Owner/Developer, release the bank guarantee or part thereof, as the case may be, provided that, if the

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

completion of the Group Housing Colony, is taken in part, only the part of the Bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof, shall be kept un-released to ensure upkeep and maintenance of the said Group Housing 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 of Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

e) That the bank guarantee of internal rates works has been furnished on the interim rates of development works and constructions of community building. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of approval of services plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within 30 days on demand.

2. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and the Rules, then and in such cases, and notwithstanding the waiver of any previous clause or right, the Director may cancel the permission granted to Owner/Developer.

3. Upon cancellation of the license under clause 2 above shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in the event shall stand forfeited in the favour of the Director.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

4. That the Owner/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.

5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

6. The expression "Owner/Developer" herein before used/shall include his heirs, legal representatives, successors and permitted assignees.

7. That any other condition which the Director may think may necessary in public interest can be imposed.

8. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for board irrigation purpose at his own cost till the completion of the external sewerage system by HUDA 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 services are made available from the external infrastructure to be laid by HUDA.

9. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

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

WITNESSES:

For Growmore Buildtech Pvt. Ltd.

Director

1.

Authorised Signatory

(THE OWNER)

2.

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

1-193

Agreement Award

Indian-Non Judicial Stamp
Haryana Government

Date : 16/08/2022

Certificate No. G0P2022H759
GRN No. 93243252

Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: A and D estate Private limited
H.No/Floor : 77 Sector/Ward : 44 LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 99******91

Buyer / Second Party Detail

Name : Director Town and Country planning
H.No/Floor : 3 Sector/Ward : 18a LandMark : Nagar yojana bhavan
City/Village: Chandigarh District : Chandigarh State : Chandigarh
Phone : 99******91

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

AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A GROUP HOUSING COLONY

This Agreement is made on the 30th day of January, 2023

BETWEEN

M/s Growmore Buildtech Pvt. Ltd., company incorporated under the Companies Act, 1956 and having their registered office at SS House, Plot No-77, Sector-44, Gurugram, Haryana-122003 (hereinafter referred to as "Owners") in collaboration with **M/s A & D Estates Private Limited**, a Company registered under Companies Act, 1956 having its registered office at SS House, Plot No-77, Sector-44, Gurugram, Haryana-122003 (here-in-after referred to as "Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through their authorized signatory namely Mr. Ashok Singh Jaunapuria S/o Mr. Sukhbir Singh.

.....**of the One part**

For Growmore Buildtech Pvt. Ltd.
Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

AND

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

..... of the other part

Whereas the owner is well entitled to the land mentioned in Annexure hereto and applied for the purpose of converting it into a Group Housing Colony.

And whereas under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said 'Rules'), one of the conditions for the grant of the license is that the owners shall enter into an agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Group Housing Colony on land measuring 1.19375 acres falling in revenue estate of Village Sihi, Sector-83, District Gurugram, Haryana.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant permission to the owner to set up the said Group Housing Colony on the land mentioned in the Annexure attached hereto on the fulfilment of all the conditions laid down in the Rules 11 of Haryana Development and Regulation of Urban Areas Rules,1976 by the Owner, the Owner hereby covenant as follows:

   (a) That the owner shall deposit thirty percent of the amount realized by him from buyers, 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.

   (b) That the owner undertakes to pay proportional External development charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate, schedule, terms and condition hereto:

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES (P) LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

i. That the owner shall pay the proportionate EDC at the tentative rate of Rs. 312.29 Lakh per gross acre for 1.18778 acres residential component and @ Rs. 486.1344 Lakh per gross acres for 0.00597 acres commercial component of Group Housing Colony. These charges shall be payable to DTCP, Haryana, either in lump sum within 30 days from the date of grant of permission or in ten equal six monthly installments of 10% each i.e.

a. First instalment of 10% of the total amount EDC shall be payable within a period of 30 days from the date of the grant of license.

b. Balance 90% in nine equated monthly instalments along with interest at the rate of 15% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 312.29 Lakh per gross acre for 1.18778 acres residential component and @ Rs. 486.1344 Lakh per gross acres for 0.00597 acres commercial component of Group Housing Colony. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

c. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.

d. That the owner shall specify the detail of calculation per sq. m/per sq. ft. which is being demanded from flat owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

ii. That the EDC rates for Gurgaon-Manesar Urban Complex Development Plan 2021 are under review and are likely to be finalized soon. There is likelihood of som substantial increase in the EDC rates. In the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on instalments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.

iii. 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.

A & D ESTATES PRIVATE LIMITED

For Growmore Buildtech Pvt. Ltd.

Director

Director
Town & Country Planning
Haryana, Chandigarh

iv. 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% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.

v. In case HUDA executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the owner to pay the balance amount of EDC in the lump sum even before the completion of the license period i.e four years and the owner shall be bound to make the payment within the period so specified.

vi. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.

vii.The owner shall arrange the electric connection from outside source for electrification of their said Group Housing Colony from the Haryana Vidyut Prasaran Nigam (HVPN). If the owner fails to seek electric connection from HVPN, then the Director shall recover the cost from the owner and deposit the same with the HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing Colony, shall be responsibility of the owner, for which the owner will be required to get the "electric (distribution) services plan/estimates" i.e HVPN/Uttar Haryana Vidyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

viii.No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

(c) That the Owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of Completion Certificate under Rule 16 unless earlier relieved of this responsibility, when the owner shall

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES (P) LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

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.

(d) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centres and other community buildings on the land set apart for this purpose within a period of period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and condition as it may laid down.

(e) No third No third party right shall be created without getting the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh.

(f) The owner shall construct all the community buildings within a period so specified by the Director from the date of grant of license.

(g) The owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

(h) That the Owner shall complete the internal development works within four years of the grant of the license.

(i) That the Owner undertakes to pay proportionate external development charges (EDC) for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1 (b) of the Agreement.

(j) That the rates, schedule, terms and conditions of External Development Charges as mentioned above may be revised by the Director during the license period as and when necessary and the Owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director along with interest from the date of grant of license.

For Growmore Buildtech

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

(n) That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of zoning plan of the site, conform to the building bye-laws and regulation in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical & horizontal).

(o) 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 Woks (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of License.

(p) That in the case of Group Housing adequate accommodation shall be provided for domestic servants and other service population of the economically weaker section 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 Sq.ft. which will cater to the minimum size of the room along with bath & water closet.

(q) That in case of the said Group Housing the Owner deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in 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 and construction works in the colony.

(r) The adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.

(s) That the Owner shall deposit infrastructure development charges ("IDC") @ Rs.625/- per sq. meter for Group Housing area and Rs. 1000/- per sq. meter on commercial component of the said group housing colony in two equal installments. The first installment of the IDC shall be deposited by the Owner with 60 days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

(t) That the Owner shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said group housing colony.

(u) 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 said Group Housing 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.

(v) That without prejudice to anything contained in this Agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.

(w) 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 disposal or give the requisite land. That 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.

2. 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.

3. Upon cancellation of the License 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.

4. That the owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.

5. That the owner shall abide by the policy dated 08.07.2013/or any other instructions/policy issued from time to time with regard to allotment of EWS plot and flats.

6. The stamp duty and registration charges on this deed shall be borne by the Owner.

7. The expression "Owner" herein before used/shall include their heirs, legal representatives, successors and permitted assignees.

8. After the layout plans and development works or part thereof in respect of the said Group Housing Colony have been completed 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, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of said group housing colony shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing 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 the External Development Charges received from the Owner.

9- That the Owner/Developer shall integrate the 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 online application/payment

For Growmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PVT. LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

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.

10- That such 10% of the total receipts from each payment made by the Allottee, which is received by the department shall get automatically credited, on the date of recipt in the Government Treasury against EDC dues.

11- That such 10% deduction shall continue to operate till the total EDC dues get covered from the Owner/Developer.

12- That the implementation of such mechanism shall however, have no bearing on EDC installment 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 installments that are due for payment get paid as per the prescribed schedule."

For Growmore Buildtech

Director

A & D ESTATES PRIVATE LIMITED

Director
Town & Country Planning
Haryana, Chandigarh

IN WITNESS WHERE OF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1.

For Grawmore Buildtech Pvt. Ltd.

Director

A & D ESTATES PRIVATE LIMITED

Authorised Signatory

(THE OWNER)

2.

DIRECTOR

TOWN AND COUNTRY PLANNING,

HARYANA, CHANDIGARH

FOR AND ON BEHALF OF

THE GOVERNOR OF HARYANA