

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Page 1 of 7

Date : 07/05/2022

Certificate No. E0G2022E640

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 90016686



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dtcp

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Chandigarh

District : Chandigarh

State : Chandigarh

Phone: 98*****10



Buyer / Second Party Detail

Name : Soha developers pvt ltd

H.No/Floor : H26

Sector/Ward : Na

LandMark : South extention part 1

City/Village: New delhi

District : New delhi

State : Delhi

Phone : 98*****10

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-B

[See rule 11 (1) (h)]

BILATERAL AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A COMMERCIAL PLOTTED COLONY

This Agreement is made and executed at _____ on the 24th day of June, 2022

BETWEEN

M/S SOHA DEVELOPERS PRIVATE LIMITED, a company duly incorporated and validly existing under the Companies Act, 2013, having its registered office at H-26, First Floor, South Extension, Part-1, New Delhi-110048, acting through its Authorised Signatory, Shri Sunil Dutt Sharma son of Shri Mamraj Sharma, R/o A-108, Vijay Vihar phase-II, Rohini North west Delhi, Delhi-110085, (hereinafter referred to as "Owner") of the **ONE PART**.

For Soha Developers Pvt. Ltd.

Director/Auth. Signatory

Director
Town & Country Planning
Haryana, Chandigarh

AND

THE GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (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 "Rules"). One of the conditions laid down therein for the grant of license, the owner shall into a Bilateral Agreement with the director for carrying out and completion of the development works in accordance with the license finally granted for setting up of a Commercial Plotted colony on the land measuring 2.74375 acres falling in the revenue estate of Village Kheri Kalan, Sector-88, Faridabad, Haryana.

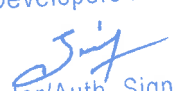
AND WHEREAS the owner is in the possession of the land mentioned in Annexure-A attached herewith for purpose of developing and converting it into a Commercial Plotted colony.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the owner:-

NOW THIS AGREEMENT WITNESSETH 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-A hereto 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:
 - (i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-
 - (ii) That the owner undertakes to the proportionate External Development Charges at the tentative rate of Rs 374.747Lacs per gross acre for the commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date

For Soha Developers Pvt. Ltd.


Director/Auth. Signatory


Director
Town & Country Planning
Haryana, Chandigarh

of the grant of license or in 12(twelve) equal quarterly installments of 8.33 (approx.) each in the following manner :-

- a) First installment shall be payable within a period of thirty days from the date of grant of license.
 - b) Balance 91.67% in 11(Eleven) equal quarterly installments along with interest at the rate of 12% per annum, which shall be charged on the amount worked out at the tentative rate of Rs 374.747 lacs per gross acre. However, at the time of grant of completion certificate nothing will be outstanding as EDC.
 - c) The owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs 374.747Lacs per gross acre. Alternatively, the Mortgage 10% of the total salable area as described in the Policy No. Misc-BG (EDC)-202/2020/3674, dated 14.08.2020 and furnish Mortgage Deed in favour of the Director.
- (iii) That the owner shall maintain "Auto Credit of 10% of receipts from the 70% realizations account" under section 4(2)(l)(d) of the Real Estate Regulation & Development Act, 2016 to EDC as per Instruction dated 14.08.2020.
- (iv) The external development charges rates are under finalization. In the event of increase tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installment, if any, from the date of grant of licence.
- (v) That the Owner shall specify the detail of calculation per Sq.m/ Per Sq.ft which is being demanded from Commercial Site Owners on account of EDC/ IDC, if being charged separately as per rates fixed by the Govt.
- (vi) For grant of completion certificate, the payment of external development charges shall be prerequisite along with valid licence and bank guarantee/mortgage deed.
- (vii) The unpaid amount of external development charges would carry an interest at a rate of 12% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% simple per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.
- (viii) That the owner shall derive maximum net profit @15% of the total project cost of development of the above noted industrial colony after

For Soha Developers Pvt. Ltd.


Director/Auth. Signatory


Director
Town & Country Planning
Haryana, Chandigarh

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.

- (ix) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provisions for the payments of taxes) 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% or deposit the amount as per the terms and conditions of the agreement.
- (x) In case Haryana Sehari 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 of External 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 cost, if any, shall be payable extra, as decided by the Director General from time to time.
 - b) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana VidhyutPrasaran Nigam. If the owner fails to seek electric connection from Haryana VidhyutPrasaran Nigam the Director, shall recover the cost of from the owner and deposit the same with Haryana VidhyutPrasaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of external electrical services" i.e. Haryana VidhyutPrasaran Nigam/Uttari Haryana VidhyutNigam Limited/Dakshin Haryana BijleeVitrان Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
 - c) That the rate, 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 owner shall be bound to pay the balance enhanced charges, if any, in

For Soha Developers Pvt. Ltd.


Director/Auth. Signatory


Director
Town & Country Planning
Haryana, Chandigarh

accordance with the rates, schedule and terms and conditions so determined by the Director.

- d) That the owner shall be individually as well as jointly be responsible for the development of Commercial Plotted Colony.
 - e) That the owner shall complete the internal development works within one year of the grant of the license.
 - f) That the owner shall deposit Infrastructure Development Charges amounting to Rs. 1,24,91,550/- @ Rs. 750/- Per Sq. Mtr. for the commercial plotted area, in two equal installments. The first installment will be due within 60 days of grant of license and second installment within 6 months of grant of license failing which 18% per annum interest will be liable for the delayed period.
 - g) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and responsible in the interest of proper development of the 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.
 - i) That without prejudice to anything contained in this agreement all provisions contained in the Act and the Rules shall be binding on the owner.
 - j) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.
2. That the owner shall convey the "Ultimate Power Load Requirement" of the project to the concern power utility, with a copy to Director, within two months from the date of grant of license to enable provision of the site in licensed land for transformers / switching stations / Electric-substations 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 of the terms and conditions of this bilateral agreement or violate any provision of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to owner.

For Soha Developers Pvt. Ltd.


Director/Auth. Signatory


Director
Town & Country Planning
Haryana, Chandigarh

4. Upon cancellation of the license under clause 2 above, 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, as amended up to date, 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. The expression "The Owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assigns.
7. After the layout and development in respect of the "Commercial Plotted Colony" have been completed by the Owner in accordance with the approved plans and specifications and a completion certificate in respect thereof 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 the 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 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 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 prevalent policy.
10. That the owner shall submit the list of allottee(s) 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 up-keep of all roads, open spaces, public parks, parking, public health services for five years from the date of issue of 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

For Soha Developers Pvt. Ltd.


Director/Auth. Signatory


Director
Town & Country Planning
& Haryana, Chandigarh

amount shall only be utilized by the owner towards meeting the cost of internal development works and the constructed works in the colony.

14. 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 cost of construction and an increase in the number of facilities in the labour plan, the owner will furnish an additional bank guarantee with in thirty days on demand.

15. That the provisions of the real estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.

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

WITNESS:

M/S SOHA DEVELOPERS PRIVATE LIMITED

For Soha Developers Pvt. Ltd.

1.

Hitesh Jain
Hitesh Jain
1875/17 Fbd.

[Signature]
Director/Auth. Signatory
Authorized Signatory
"OWNER/DEVELOPER"

2.

[Signature]
Yatin Bhardwaj
C-73, 3rd Floor
Sec-65, BPTD
FBD

Director
Town and Country Planning,
Haryana, Chandigarh

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh