Non Judicial

**Indian-Non Judicial Stamp**
**Haryana Government**

Date : 20/12/2023

Certificate No. G0T2023L5369
GRN No. 110767445

Stamp Duty Paid : ₹ 101
Penalty : ₹ 0

**Seller / First Party Detail**

Name: Advance India Projects limited
H.No/Floor : 5th Sector/Ward : 62 LandMark : Aipl business club golf course extn
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 95******52 Others : Advance India projects limited

**Buyer / Second Party Detail**

Name : As per given below details
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Na District : Na State : Na
Phone : 95******52 Others : Na

Purpose : All Purpose

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**
(See rule 11)

AGREEMENT BY **DEVELOPER** OF LAND INTENDING TO SET UP A COMMERCIAL COLONY MESURING 10.4375 ACRES SITUATED IN SECTOR 88, GURUGRAM MANESAR URBAN COMPLEX UNDER LICENCE NO. 56 OF 2013 DATED 10.07.2013

THIS **AGREEMENT** is made on 08th day of Jan, 2024 (Two Thousand Twenty ~~Three~~ four)

**BETWEEN**

**AMB Infrabuild Pvt. Ltd ("Licencee")** a company incorporated under the Companies Act 1956, having its office at 18, Second Floor, Sector -44, Gurugram- 122003 in collaboration with **Advance India Projects Ltd. ("AIPL")** a company incorporated under the Companies Act 1956, having its registered Office at Office: 5th Floor, AIPL Business Club, Sector 62, Golf Course Road, Gurugram-122101 (hereinafter called the **"DEVELOPER")** which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assigns); represented herein by its **Authorized Signatory Sh. Julie Jha** of the **FIRST PART**.

VETTED BY DTP (HQ)

**M/S Advance India Projects Ltd**

Authorised 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** the **DEVELOPER** is in possession of the land mentioned in Annexure hereto for the purpose of converting into a Commercial 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 licence is that the **DEVELOPER** shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a Commercial Colony over 10.4375 ACRES SITUATED IN SECTOR 88, GURUGRAM MANESAR URBAN COMPLEX UNDER LICENCE NO. 56 OF 2013 DATED 10.07.2013

VETTED
GMDA (.....)

**AND WHEREAS** THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the **DEVELOPER**

**NOW THIS DEED WITNESSETH AS FOLLOWS**

**In consideration of the Director agreeing to grant licence to the Developer to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 of Haryana Development and Regulation of Urban Area Rules, 1976 (herein after referred to as the said Rules) by the Developer the Developer hereby convents as follows: -**

1. **That the Developer undertakes to pay proportionate external development charges (EDC) as per rate, schedule, terms and conditions hereto:-**

**M/S Advance India Projects Ltd**

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

a. That the Developer shall pay the proportionate external development charges at the tentative rate of Rs. 486.13 lacs per gross acre for commercial colony. These charges shall be payable to Haryana Shahari Vikas Pradhikaran online to the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in Four equal half yearly installments of 25% each in the following manner :-

i. First installment of 25% of the amount of External Development Charges shall be payable within a period of 180 days from the date of grant of licence.

ii. Balance 75% in three equal half yearly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 486.13 lacs per gross acre. However at the time of grant of occupation certificate nothing will be outstanding as EDC.

b. For grant of Completion certificate the payment of External Development Charges shall be pre-requisite alongwith valid License and Bank Guarantee.

c. The unpaid amount of external development charges would carry an interest at a rate of 12% per annum (simple) 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.

d. In case Haryana Shahari Vikas Pradhikaran executes external development works before the final payment of external development charges, the Director, shall be empowered to call upon the Developer to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the Developer shall be bound to make the payment within the period so specified.

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

ii. The Developer shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the Developer fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of from the Developer and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the 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 Vidhyut Parsaran Nigam / Uttari

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Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.

iii. That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of license as and when necessary and Developer shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

iv. That the Developer shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule16 of the Rules, unless earlier relieved of this responsibility.

v. That the Developer shall be individually as well as jointly be responsible for the development of commercial colony.

vi. That the Developer shall complete the internal development works within initial validity of the grant of the licence.

vii. That the Developer shall deposit Infrastructure Development charges (IDC) @ Rs.1000/- per square meters of the total covered area of the Commercial colony in two equal installments. The first installment of the IDC would be deposited by the Developer within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of IDC shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

viii. That the Developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the concerned colony.

ix. That the Developer shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and the Developer 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.

x. That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the Developer.

xi. That the Developer shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Shahari Vikas Pradhikaran and the same is made functional.

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Director
Town & Country Planning
Haryana, Chandigarh

xii. That the Developer/ developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section- 4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.

xiii. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.

xiv. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the Developer/ developer.

xv. That implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to Developer/developer. The Developer/developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.

2. 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 provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence under clause 2 above, action shall be taken as provided under the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

5. The expression that 'Developer' hereing before used shall include his heirs, legal representatives, successors and permitted assigns.

6. After the layout and development works or part there of in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the Developer release the bank guarantee or part there of as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the 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 Developer 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 Developer.

M/S Advance India Projects Ltd

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

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

WITNESSES

SOHAN SINGH
H.NO 1445-C
2ND FLOOR, KALKAJI
NEW DELHI- 110019

M/S Advance India Projects Ltd
DEVELOPER

Authorised Signatory

**Director,**
**Town and Country Planning, Haryana**
**Chandigarh**

Director
Town & Country Planning
Haryana, Chandigarh

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DDA (HQ)