



हरियाणा HARYANA

LC-IV
(See Rule 11)

51AA 735094

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COMMERCIAL COLONY

This agreement made on ^{6th} day of ~~october~~ 2022 (Two Thousand Twenty Two)
Between

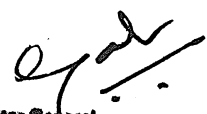
We Sahib Singh S/o Sh. Ram Kishan, Neeraj Yadav, Sh. Manish, Sh. Pankaj Yadav Ss/o Sh. Sahib Singh, Sh. Vinod Yadav, Sh. Parmod Yadav, Sh. Amit Yadav Ss/o Sh. Rajinder Kumar C/o M/s BNB Builders Pvt. Ltd., M-56, Greater Kailash, Part-II, 3rd Floor, New Delhi- 110048 all through their Authorised Signatory I, ~~Abhinav~~ Gupta S/o Sh. Ranjan Gupta R/o Raag Farm, Farm No.7, Dera Mandi Greens Village Dera, New Delhi-110074 Vide Board resolution Dated- 24/05/2022 (hereinafter called the "Owner") of the ONE PART.

.....of the ONE PART.

AND

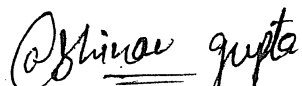
THE GOVERNOR OF HARYANA ACTING THROUGH THE DIRECTOR TOWN & COUNTRY PLANNING, HARYANA (hereinafter referred to as the "Director")

..... of the OTHER PART;


Director General
Town & Country Planning
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chandigarh

For BNB BUILDERS PVT. LTD.


Auth. Sign./Director


WHEREAS the owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an integrated 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 Owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the Licence finally granted for setting up a Commercial Colony on the area measuring 2.03 Acres falling in Revenue Estate of Village Pawala Khusrupur, Sector-106, Tehsil and District Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

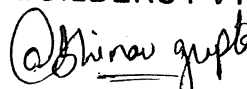
In consideration of the Director agreeing to grant licence to the Owners to setup the said Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner, hereby covenants as follows :-

1. 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/Developer towards meeting the cost of Internal Development Works of the Colony.
2. That the Owner/Developer undertakes to pay the proportionate External Development Charges for the area earmarked for the Commercial Colony, as per rate, schedule, terms and conditions hereto :
 - i. That the Owners/Developer shall pay the proportionate External Development Charges at the tentative rate of Rs. 486.13 Lacs per acre for Commercial 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 ~~two~~ ¹² equal ~~3~~ monthly installments of 10% each i.e.
 - ii. First installments of ~~33%~~ ^{11%} of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence.
 - iii. Balance ~~91.67~~ ^{in ELEVEN (11)} equal ~~3~~ monthly installments alongwith 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 for commercial component. However at the time of grant of occupation certificate nothing will be due on account of EDC.


Director General
Town & Country Planning
Haryana, Chandigarh


Director
Town & Country Planning
Haryana, Chandigarh

For BNB BUILDERS PVT. LTD.



Auth. Sign./Director

- iv. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.
 - v. Enhanced Compensation on land cost, if any, shall be payable extra by the Owner/Developer as decided by the Director from time to time.
 - vi. That the Owner/Developer shall specify the detail of calculation per sqmt./ per sqft. which is being demanded from plot owners on account of EDC/IDC, if being charged separately as per rates fixed by the Government.
 - vii. That in the event of increase of EDC rates, the Owner/Developer shall pay the enhanced amount of EDC and interest on installments, from the date of grant of license and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
 - viii. In case the Owner/Developer ask 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.
 - ix. The unpaid amount of EDC would carry an interest 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 up to a period of three months and an additional three months with the permission of the Director.
 - x. In case, the HUDA executes External Development Works before final payment of EDC, the Director shall be empowered to call upon the Licensee/Owner to pay the balance amount of EDC in lumpsum even before the completion of licence period and the Owner/Developer shall be bound to make the payment within the period so specified.
3. That the pace of the construction shall be at least in accordance with the sale agreement with the buyers of the Units.
 4. The Owner/Developer shall arrange the electric connection from outside source for electrification of their colony from H.V.P.N. If they fail to seek electric connection from H.V.P.N., then Director shall recover that cost from the colonizers and deposit the same with H.V.P.N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizers, will be required to get the "electrical (distribution) services plan/ estimates" approved from the agency responsible for installation of "External Electrical Services" i.e. HVPN/UH BVNL/DH BVNL, Haryana and complete the same before obtaining completion certificate for the Commercial Colony.

Director
Town & Country Planning
Haryana, Chandigarh

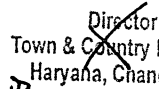
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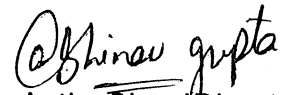
Abhinav Gupta
Auth. Sign./Director

5. That the Owner/Developer shall be responsible for the maintenance and upkeep of roads, open spaces of the said Commercial Colony for the period of five years from the date of the issue of 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 part free of cost to the Government of the local authority, as the case may be.
6. No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
7. The Owner/Developer shall construct all the Community Buildings within a period so specified by the Director from the date of grant of licence.
8. That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
9. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.
10. That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Commercial Colony, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
11. That the rates, schedule, terms and conditions of External Development Charges as mentioned above may be revised by the Director during the licence 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 rate, schedule, terms and conditions determined by him alongwith interest from date of grant of licence.
12. That all the buildings to be constructed in the said Commercial Colony shall be with approval of the competent authority and shall in addition to provision of zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter distances between various blocks, structural safety, fire safety, sanitary requirement and circulation(vertical and horizontal).
13. That the Owner/Developer shall furnish layout plan of commercial colony alongwith the Service Plan/ detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works(both for internal and external) for the area under the commercial colony within a period of 60 days from the date of grant of licence.


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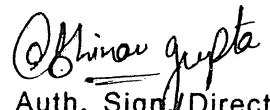

Auth. Sign./Director

14. That the Owner/Developer shall pay IDC charge @ 750 per Sqmt of total covered area in two installments. The unpaid amount shall attract interest @ 18% per annum.
15. That the Owner/Developer 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 Commercial Colony.
16. 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 integrated Commercial 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 licence granted.
17. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and these Rules shall be binding on the Owner/Developer.
18. That the Owner/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 HUDA and make their own arrangement for temporary disposable or give the requisite land. That the Owner/ Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.
19. Provided always and it is hereby agreed that if the Owner/Developer commits any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any case notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to the Owner/Developer.
20. Upon cancellation of the licence under clause-3 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 upto date; the Bank Guarantee in that event shall stand forfeited in favour of the Director.
21. That the Owner/Developer 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 licence to enable provision to site in licensed land for transformers, switching stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
22. The Stamp duty and registration charges on this deed shall be borne by the Owners.

~~Director
Town & Country Planning
Haryana, Chandigarh~~


Director General
Town & Country Planning
Haryana, Chandigarh

For BNB BUILDERS PVT. LTD.


Auth. Sign./ Director

23. After the layout plans and development in respect of the "Commercial Colony" have been completed by the Owner in accordance with the approved plans and specification and completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owners, release for 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 five years from the date of the completion certificate under Rule-16 or earlier in case, the owners 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 Owners.

24. The expression "the Owners" hereinabove used shall include their heirs, legal representatives, successors and permitted assignees.

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

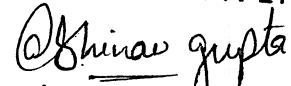
WITNESSES:

1. Signature

Name

Address

For BNB BUILDERS PVT. LTD.



Signature _____ Auth. Sign. Director

Name **BNB Builders Pvt. Ltd**


Address M-56, Greater Kailash-II,

3rd Floor, New Delhi- 110048

2. Signature

Name

Address



Director General
Town & Country Planning
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