



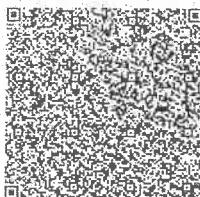
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**Chandigarh Administration**

e-Stamp

Certificate No. : IN-CH4848059896565W  
 Certificate Issued Date : 18-Mar-2024 12:11 PM  
 Certificate Issued By : chmemdvii  
 Account Reference : NEWIMPACC (GV)/ chspicg07/ E-SAMPARK SEC-18/ CH-CH  
 Unique Doc. Reference : SUBIN-CHCHSPICG0794761123698267W  
 Purchased by : SATYAVEER SINGH  
 Description of Document : Article 4 Affidavit  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0 (Zero)  
 First Party : OMAXE WORLD STREET PVT LTD  
 Second Party : Not Applicable  
 Stamp Duty Paid By : OMAXE WORLD STREET PVT LTD  
 Stamp Duty Amount(Rs.) : 10 (Ten only)



Please write or type below this line

LC-IV

**AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP ADDITIONAL COMMERCIAL COLONY**

This Agreement is made and executed at CHANDIGARH on 04<sup>th</sup> day of November, 2024



For Omaxe World Street Private Limited

Director  
 Town & Country Planning  
 Haryana, Chandigarh

RD 0021244075  
 RD

BETWEEN

M/s Omaxe World Street Pvt. Ltd. having its registered office at Omaxe City Centre, Sector – 79, Faridabad through its Authorized Signatory Sh. Amandeep Bansal appointed vide Board Resolution Dated 05.05.2022 (hereinafter called the “Owner”) of the One part

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 owners are in possession of the land mentioned in the Annexure ‘A’ attached hereto for the purpose of developing and converting it into additional Commercial Colony (Under Mixed land Use).

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 Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up additional Commercial Colony (Under Mixed land Use) 2.74375 acres in revenue estate of village Bhatola, Sector-79, Faridabad ,Haryana.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the Director agreeing to grant license to the owners to set up the said Commercial Colony (Under Mixed land Use) on the said land mentioned in the Annexure ‘A’ attached hereto on the fulfilment of all the conditions as are laid down in the Rules 11of Haryana Development and Regulation of Urban Areas Rules,1976 the Owners ,hereby covenant as follows:
  - (a) That the owners undertake to pay proportionate External Development Charges as per rate, schedule, terms and conditions hereto:
    - (1) That the owners undertake to pay the proportionate External Development Charges at the tentative rate of Rs. 374.747 Lacs per gross acre for the Commercial Colony (Under Mixed land Use). These charges shall be payable to Haryana Urban Development Authority though the Director ,Town & Country Planning, Haryana either in lump sum within 30 days from the date of the grant of license or in 12(twelve) equal quarterly installments in the following manner:

For Omaxe World Street Private Limited

Director  
Town & Country Planning  
Haryana, Chandigarh

Authorised Signatory



(a) First instalment shall be payable within a period of 30 days from the date the grant of license.

(b) Balance 91.67% in 11(Eleven) equal quarterly installments along with interest at the rates of 12 % per annum on the unpaid portion of the amount worked out at the tentative rates of Rs 374.747 lace per gross acre for Commercial Colony (Under Mixed land Use), however at the time of grant of occupation certificate nothing will be outstanding on account of EDC.

(ii) Owner shall pay EDC as Per the schedule date and demands by DTCP.

(iii) For the grant of Completion Certificate, the payment of External Development Charges shall be the per -requisite along with valid licence and Bank Guarantee.

(iii) That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

(iv) The unpaid amount of EDC will carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of instalments 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 Director.

(v) In case H S D A executes External Development Works before the final payment of EDC the Director shall be empowered to call upon the Licensee/ Owner to pay the balance amount of EDC in the lump sum even before the completion of license period and the Owners shall be bound to make the payment within the period so specified.

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

(d) The owners shall arrange the electric connection from outside source for Electrification of their Commercial Colony (Under Mixed land Use) from H V P N. If the Owners fail to seek electric connection from H V P N, then the Director shall recovered the cost from the owners and deposit the same with the H V P N. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the additional Commercial Colony (Under Mixed land Use) shall be the responsibility of the owners 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. HVPN/UHBVNL/DHBVNL, Haryana and compete the same before obtaining completion certificate for the Commercial Colony (Under Mixed land Use).

(e) That the rates, schedules, terms and conditions of External development charges may be revised by the director, during the period of the license as and when necessary and the owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate schedule and the terms and conditions so determined by the Director.

(f) That the Owners shall be responsible for the maintenance and upkeep of the additional Commercial Colony (Under Mixed land Use) for a period of five years from the date of issue of Completion Certificate under Rule 16 of the Rules, unless either relieved of this responsibility.

(g) That the owners shall be individually as well as jointly responsible for the development of the additional Commercial Colony (Under Mixed land Use).

(h) That the pace of the construction shall be at least in accordance with our sale agreement with the buyer's of the plots/flats etc. as and when scheme is launched.

(i) That the owners shall complete the internal development works within initial validity of the grant of license.

(j) That the owners shall deposit Infrastructure Development Charges at the rate Rs. 750/- per square meter of the total covered area of the colony in two equal installments. The first instalment of the infrastructure development charges would be deposited by the owners within 60 days from the date of grant of license and the second instalment within six months from the date of grant of license. The unpaid amount of infrastructure Development charges shall carry an interest @ 18 % per annum (simple) for the delay in the payment of instalment.

(k) That the owners shall carry out, at his own expenses and cost, any other works which the Director may think necessary and responsible in the interest of proper development of the Colony.

(l) That the owners shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works in the Colony and 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.

(m) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and these Rules shall be binding on the Owners.



2. That the Owners shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HUDA and the same is made functional.
3. Provided always and it is hereby agreed that if the Owners commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act or Rules, then and in any case and notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the owners.
4. Upon cancellation of the License under clause-3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of Director.
5. The Stamp duty and registration charges on this agreement shall be borne by the owners.
6. The expressions "THE OWNERS" hereinafter used shall include his heirs, legal representatives and successors and permitted assignees.
7. After the layout and development works or part thereof in respect of the colony have been completed by the owners in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owners release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5<sup>th</sup> 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 owners are 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 External Development Charges received from the Owners.
8. 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 two months period from the date of grant of license to enable provision of site in licensed land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.

For Omaxe World Street Private Limited

Authorised Signatory

Director  
Town & Country Planning  
Haryana, Chandigarh





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

Witnesses:-

1

Rupinder Kumar  
Flat No. 557, OMAXE CITY

2.

S. Singh  
Satyadeep Singh  
House. 660 Sector-60 KL

For Omaxe World Street Private Limited

(For M/s Omaxe World Street Pvt. Ltd.)

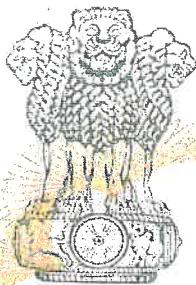
(Authorized Signatory)

Amandeep Bansal

India Trade Tower  
Omaxe New Chandigarh  
Village Mullanpur, Th. Kharar  
District Mohali-140901

M

Director  
Town & Country Planning  
Haryana, Chandigarh



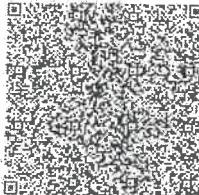
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## INDIA NON JUDICIAL

## **Chandigarh Administration**

**e-Stamp**

Certificate No.	: IN-CH48488465311115W
Certificate Issued Date	: 18-Mar-2024 12:14 PM
Certificate Issued By	: chmemdvii
Account Reference	: NEWIMPACC (GV)/ chspicg07/ E-SAMPARK SEC-18/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHSPICG0794760720271159W
Purchased by	: SATYAVEER SINGH
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: OMAXE WORLD STREET PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: OMAXE WORLD STREET PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



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**LC-IV-D**  
[See rule 11 (1) (h)]



**BILATERAL AGREEMENT BY THE OWNERS OF THE LAND INTENDING  
TO SET UP ADDITIONAL COMMERCIAL COLONY**

This agreement is made and executed at CHANDIGARH on 04<sup>th</sup> day of November, 2024.



BETWEEN

M/s Omaxe World Street Pvt. Ltd.) having its registered office at Omaxe City Centre, Sector – 79, Faridabad through its Authorized Signatory Amandeep Bansal appointed vide Board Resolution Dated 05.05.2022 (hereinafter called the “Owner”) of the One part.

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 Owners are in possession of the land, detailed in the Annexure ‘A’ attached herewith for the purpose of developing and converting it into Additional Commercial Colony (Under Mixed land Use).

And 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 said “Rules”) and the conditions laid down therein for grant of license, the owners shall enter into 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 additional Commercial Colony (Under Mixed land Use) 2.74375 acres in revenue estate of village Bhatola, Sector-79, Faridabad ,Haryana.

And whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners.

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH**  
**AS FOLLOWS:**

- 1) In consideration of the Director agreeing to grant license to the Owners to set up the said Additional Commercial Colony (Under Mixed land Use) on the said land on the fulfilment of the conditions of this Bilateral Agreement, the Owners, his partners, legal representative, authorized agents, assigners, executors etc. shall be bound by the terms and conditions of the Bilateral Agreement executed by the Owners hereunder covenanted by him as follows:



Director  
Town & Country Planning  
Haryana, Chandigarh

- i. That the Owners undertake to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:
- ii. That the Owners shall pay the proportionate External Development Charges (EDC) at the tentative rate of Rs. 374.747 lacs per gross acre for the additional Commercial Colony (Under Mixed land Use). 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 the grant of license or in 12 equal quarterly installments in the following manner:
  - a. First instalment shall be payable within a period of 30 (thirty) days from the date of the grant of license.
  - b. Balance 91.67% in 11 (Eleven) equal quarterly installments along with interest at the rates of 12% per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 374.747 lacs per gross acre. However, at the time of grant of Occupation Certificate nothing will be outstanding as EDC.
  - c. Owners shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 374.747 lacs per gross acre.
- iii. Owner shall pay the EDC as per schedule date and as and when demanded by the D.T.C.P.
- iv. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- v. For grant of completion certificate, the payment of External Development Charges shall be pre-requisite along with valid license and bank guarantee.
- vi. 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 instalment on the due date,

For Omaxe World Street Private Limited

  
Harpal Singh  
Authorised Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh

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, Town & Country Planning, Haryana.

- vii. That the Owners shall derive maximum net profit @ 15% of the total project cost of the development of the above noted additional Commercial Colony (Under Mixed land Use) after making provision 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 Owners.
- viii. The Owners shall submit the Certificate to the Director within 30 days of the full and final completion of the project from a Chartered Accountant that the overall net profit (after making provisions for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- ix. In case HUDA executes External Development Works before the final payment of EDC, the Director shall be empowered to call upon the Owners to pay the balance amount of EDC in the lump sum even before the completion of the license period and the owners shall be bound to make the payment within the period so specified and the unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple).
  - a. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, from time to time.
  - b. The Owners shall arrange the electric connection from outside source for Electrification of their colony from the HVPN. If the Owners fail to seek electric connection from HVPN, then the Director shall recover the cost from the Owners and deposit the same with the HVPN, however, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimate" approved from the agency responsible for installation of "external electrical services" i.e. HVPN/ UHBVNL / DHBVNL, Haryana and compete the same before obtaining completion certificate for the colony.

For Omaxe World Street Private Limited



Authorised Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh

- c. That the pace of the construction shall be at least in accordance with our sale agreement with the buyer's of the plots/flats etc. as and when scheme is launched.
- d. That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director, during the period of the license as and when necessary and the Owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.
- e. That the owners 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 rule 16 of the Rules, unless earlier relieved of this responsibility.
- f. That the Owners shall complete the internal development works within initial validity of the grant of the license.
- g. That the owner's shall be individually as well as jointly responsible for the development of the Additional Commercial Colony (Under Mixed land Use).
- h. That the Owners shall complete the internal development works within initial validity of the grant of the license.
- i. That the owners shall deposit Infrastructure Development Charges at the rate Rs. 750/- per square meter of the total covered area of the colony in two installments. The first instalment of the infrastructure development charges would be deposited by the owner within 60 days from the date of grant of license and the second instalment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18 % per annum (simple) for the delay in the payment of installments.
- j. That the owners shall carry out, at his own expenses and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the Additional Commercial Colony (Under Mixed land Use).

For Omaxe World Street Private Limited



Authorised Signatory

Director  
Town & Country Planning  
Haryana, Chandigarh

Authorised Signatory

Authorised Signatory

Authorised Signatory

Authorised Signatory

- k. That the owners shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and the Owners 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.
- l. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owners.
- m. That the Owners shall make his own arrangement for disposal of sewerage till external sewerage system is provided by HUDA and the same is made functional.
- 2. That the owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within period of two months from the date of grant of license to enable provision of site in the licensed land for transformers / switching Stations/ Electric Sub – Station 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 Owners commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the Owners.
- 4. Upon cancellation of the License under clause-3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date. The Bank Guarantee in that event shall stand forfeited in favour of Director.
- 5. The Stamp duty and registration charges on this agreement shall be borne by the owners.
- 6. The expressions "THE OWNERS" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
- 7. After the layout plan and development works in respect of the 'Additional Commercial Colony (Under Mixed land Use)' or part thereof have been completed by the owners in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owners release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof

For Omaxe World Street Private Limited

  
Authorised Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh

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 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 External Development Charges received from the Owners.

8. That any other condition which the Director may think necessary in public interest can be imposed.
9. That the Owner shall pay the Cess Charges as per the policy dated 25.02.2010.
10. That as per instruction dated 14.08.2020 with regard to "Auto Credit of 10% of receipts from the 70% realisations account maintained under 4(2)(l)(d) of the Real Estate Regulation & Development Act,2016 to EDC.



**IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR have signed this agreement in the date, month and the first above written.**

**WITNESSES:**

1.

  
Rupinder Kumar  
flat No. 557, OMAXE CITY

  
For Omaxe World Street Private Limited  
For M/s Omaxe World Street Pvt. Ltd.  
(Authorized Signatory)  
Amandeep Bansal  
India Trade Tower  
Omaxe New Chandigarh  
Village Mullanpur, Th. Kharar  
District Mohali-140901

2.

  
Satyakir Singh  
House No - 860 Sector 6  
P.T.C.

  
Director  
Town & Country Planning  
Haryana, Chandigarh