

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 06/07/2021

Certificate No. G0F2021G2997



Stamp Duty Paid : ₹ 101

GRN No. 78917347



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Raj Buildwell Pvt Ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 88*****25



Purpose : GENERAL AGREEMENT to be submitted at Others

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 owner of land intending to set up Affordable Plotted
colony under Deen Dayal Jan Awas Yojna -2016**

This agreement made on this 8th day of July 2021

BETWEEN

M/s. Raj Buildwell Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 41A, Ring Road, Lajpat Nagar IV, Captain Gaur Marg, New Delhi 110024, through its Authorized Signatory Shri Raj Kumar Bhambri; R/o House No. B2/11, Ground Floor, DLF-Phase-V, Gurugram authorized vide board resolution dated 25th February 2021, (hereinafter referred to as "Owners / Developer") & **Rao Inderjit Singh in collaboration with Raj Buildwell Private Limited** also through its Authorized Signatory Shri Raj Kumar Bhambri, which expression shall unless repugnant to the subject of context shall mean and include their successors, administrators, assigns, nominees and permitted assignees **of the One Part.**

AND

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

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 license is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a colony in the revenue estate of village Fazilpur Jharsa, Sector-71, Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner to setup the said colony on the land mentioned in "Annexure - A" attached hereto on the fulfillment of all

Director

Town & Country Planning
Haryana, Chandigarh

conditions as are laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules 1976, the Owners, hereby covenants as follows:-

- a. That the owner shall responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of 5 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 of the local authority, as the case may be.
 - b. That the owner shall leave space to get constructed by any other institution or individual community centers shall leave space for on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for community centers, in which case the institution including a local authority on such terms and conditions as it may lay down.
 - c. That the owner shall deposit 30% of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
 - d. That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with license granted.
 - e. That the owner shall pay proportionate development charges as and when required and as determined by the Director in respect of external development charges.
 - f. 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.
2. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the act or these rules, than and in any such case, and notwithstanding the waiver of any previous causes of right, the Director, may cancel the license granted to him.
 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 event shall stand forfeited in favour of the director.
 4. The stamp and registration charges on this deed shall be borne by the owner.
 5. The expression that "owner" herein before used shall include his hirers, legal representatives, successors and permitted assigns.
 6. After the layout and development works or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect there of issued, The Director may on an application in this behalf from the owner 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

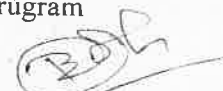
completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

7. a) That the owner/developer shall integrate the bank account in which 70% allottee receipts are credited under Section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line application/payment 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.
- b) That such 10% of the total receipts from each payment made by an allottee, which is received by the Department, shall get automatically credited, on the date of receipt in Government treasury against EDC dues.
- c) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the Owner/ Developer.
- d) 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 prescribed schedule.

In witness where of the colonizer and The Director have signed this deed on the day and year first above written.

1. Witnesses: —


1. Anita Yadav
Address: B-50; Phase-I,
New Palam Vihar,
Gurugram


2. Babloo Kashyap
Address: 211-212,
2nd Floor, GECC, Sector-50
Gurugram

Dated: 06.07.2021

2. Witnesses:—

1.

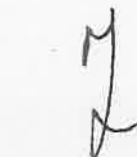
2.

Dated:



The owner

Director
for & on behalf of the Governor of Haryana



Town & Country Planning Officer
Haryana

Note - In case the owner is exempted from providing any one or more amenities sub clauses (a), (b) & (c) may be modified accordingly.