Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 28/09/2023

Certificate No. G02820231457
GRN No. 107665613

Stamp Duty Paid : ₹ 101 (Rs. Only)
Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Four s Developers Pvt ltd
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 78******40

Buyer / Second Party Detail

Name : Dtcp Haryana
H.No/Floor : 18 Sector/Ward : 18a LandMark : Madhya marg
City/Village: Chandigarh District : Chandigarh State : Haryana
Phone : 78******40

Purpose : BILATERAL 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-A

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENSE FOR SETTING UP AN AFFORDABLE GROUP HOUSING COLONY.

This Agreement is made on this 27th day of September 2023.

BETWEEN

M/S 4 S DEVELOPERS PVT. LTD., a company incorporated under the Indian company act 2013, having its office situated at retail unit IX -63, first floor, ILD Trade Centre , Sector-47, Gurugram-122018, Haryana through its authorized signatory Sh. Bhagat Ram S/O Sh. Ved Ram, R/O Village Kharoda, Daula(197), Gurugram, Haryana (having Aadhar No. 4058 2085 0197), authorized vide board resolution dated 5/07/2023, in his favour (hereinafter called as "Owner/Developer which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns nominees and permitted assignees) of the ONE PART.

And

For 4S Developers Pvt. Ltd.

Authorised Signatory

NOTARY
RAM NIWAS MALIK
GURUGRAM
Reg. No. 8224
GOVT. OF INDIA

The GOVERNOR OF HARYANA, acting through the Director. Town & Country planning, Haryana (hereinafter referred to as the "DIRECTOR) Of the OTHER PART.

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 the Haryana Development and Regulations of Urban Area Rules 1976 (herein after referred to as the said 'rules") and the conditions laid down therein for grant of license the owner developer shall enter into a Bilateral Agreement with the Director general for carrying out and completion of development works in accordance with the license finally granted for setting up affordable Group Housing Colony on the land measuring 9.684 Ares in revenue estate of village Dhunela, Sec-36, Sohna, Gurugram, Haryana.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable (group Housing Colony on the land mentioned in Annexure hereto and on the fulfilment of the conditions of this bilateral Agreement, the Owner/Developer, their partners legal representatives, authorized agents assignee, executor shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer. The owner/ Developer hereunder covenants as follows:-

1. That all the buildings to be constructed in the said Affordable Group Housing colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site conform to the building laws and regulation in force in that area and shall conform to the National Building Code and Haryana building code with regard to the inter-se distance between various blocks structural safety and mandatory requirements and circulation vertical and horizontal.

2. That the owner / developer undertakes to pay proportionate external development charges("EDC") for the area earmarked for the affordable group housing schemes as per rate, schedule terms and conditions annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the director during the license 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 rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.

3. That the owner / developer shall ensure that the flats dwelling units are sold/ leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act 1983 and rules and / or policies , made there under as amended from time to time, which shall be followed in the letter and spirit.

4. The terms and condition of the policy parameters as prescribed under the Affordable Group Housing Policy 2013 as notified by notification no. 48921

For 4S Developers Pvt. Ltd.

Authorised Signatory

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dated 19/02/2013 as amended from time to time and enclosed as Annexure-1 to this agreement all forming integral part of this agreement and shall be read as part and parcel of this agreement.

5. That the responsibility of the ownership of this common area and facilities as well as their management and maintenance shall continue to vest with the owner developer till such time the responsibility is transferred to the owner / developer of the dwelling unit under the Haryana Apartment Ownership Act 1983.

6. That all flats in the project shall be allotted strictly as per the Affordable Group Housing Policy 2013 as amended from time to time.

7. That the pace of the construction shall be atleast in accordance with the sale agreement executed with the buyers of the flats.

8. That the owner/ developer shall carry out, it his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said affordable group housing colony.

9. That the owner/developer shall receive the maximum price of allotment of flats which shall be of Rs.5000/- (Rupees Five Thousand Only) per sq. fts. and Rs.1200/- (Rupees One Thousand Two Hundred Only) for balcony or as prescribed in the AGH policy.

10. The developer shall invite applications & allot flats strictly as per norms & mandate of Affordable Group Housing Policy, 2013 as notified by notification No. 48921 dated 19.08.2013 as amended from time to time.

11. The colonizer can execute a plot/flat Buyer Agreement with the allottees of flat, but the same should be within the purview of the policy framed by the State Government.

12. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Group Housing Colony after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit it the resident therein.

13. After the layout plans and development works or part thereof in respect of the said Affordable Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/ Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Affordable Group Housing Colony is taken in part, only the part of

For 4S Developers Pvt. Ltd.

Authorised Signatory

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the Bank Guarantee Corresponding to the part of the said Affordable group Housing Colony shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the said Affordable Group Housing Colony or the part there, as the case may be for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the owner/ developer.

14. That the bank guarantee of the Internal development works has been furnished, on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner/Developer will furnish an additional bank guarantee within the thirty days on demand.

15. That any other condition which the Director may think necessary in public interest can he imposed.

16. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2) (l) (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 get credited to the head in the State treasury .

17. 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 the Government treasury against EDC dues.

18. Such 10% deduction shall continue operate till the total EDC dues get recovered from the owner/ developer.

19. The implementation of such mechanism shall, however, have no bearing the 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 the EDC installments that are due for payment get paid as per prescribed, schedule.

For 4S Developers Pvt. Ltd.

Authorised Signatory

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

Witnesses:

For 4S Developers Pvt. Ltd.

1. Authorised Signatory

Authorised signatory On behalf of the Owner/ Developer.

2.

Director Town & Country Planning Haryana. Chandigarh For & on behalf of the Governor of Haryana.

ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA

NOTARY
RAM NIWAS MALIK
GURUGRAM
Reg. No. 8224
GOVT. OF INDIA