

Non Judicial



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Haryana Government



Date : 05/01/2025

Certificate No. G0E2025A174



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 125874536



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Lamose Infra Llp

H.No/Floor : 43

Sector/Ward : 49a

LandMark : Old roshan pura najafgarh

City/Village : Southwestdelhi

District : South west delhi

State : Delhi

Phone: 98*****71



Buyer / Second Party Detail

Name : Director General town and Contry planning chandigarh

H.No/Floor : 0

Sector/Ward : 0

LandMark : Chandigarh

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 98*****71

Purpose : Bilateral Agreement

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FROM LC-IV-A

Bilateral Agreement by owner/Developer of land intending to setting up a colony
under Retirement housing policy.

This agreement is made on this 7th day of MAY.....2025

Between

Lamose Infra LLP. having its registered office at 49-A, Plot No. 413, Old Roshan Pura, Najafgarh, South West Delhi, New Delhi, India-110043 Through its authorized signatory Ashok Kumar S/o Ram Pal Yadav (hereinafter called the "owner/developer") of the one part.



And

The GOVERNOR OF HARYANA acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the " Director ") of the other part.

Director
Town & Country Planning
Haryana, Chandigarh

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WHEREAS the owner /developer is in the possession of the land mentioned in Annexure here to and applied for the purpose of the Retirement Housing Policy dated 17.08.2021

AND WHEREAS under Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") one of the condition for the grant of license is that the Owner/Developer shall enter into an Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Retirement Housing Colony on an area 1.69375 acres under Retirement Housing Policy dated 17.08.2021 falling in the revenue estate of village Sikanderpur Badha, sector-84, District Gurugram, Haryana.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner/developer: -

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSE AS FOLLOWS:

1. Inconsideration of the Director agreeing to grant license to the owner/developer to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the owner/developer, his partner, legal representatives authorized agents, assignees, executors, etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner/developer hereunder covenanted by him as follows:-

(a) That in case of Retirement housing adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and total area of such dwelling units shall not be less than 10% of the permitted FAR, which will cater to the minimum size of the room along with bath and water closet.

b) That all the buildings to be constructed in the said Retirement 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 bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the interse distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).

c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the owner/developer.

d) The owner/developer shall at his own cost or get constructed by any other institutions or individual at its const, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within as period of four years from the date of grant of license expandable by the Director for another period of two years, for reason to be recorded in writing failing which the land shall vest with the Govt. after such specified period, free of cost, in which case Govt. shall be at liberty to transfer such land to any person or institutions including a local Authority, for the land purpose, on such terms & conditions as it may laid down.

Director
Town & Country Planning
Haryana, Chandigarh

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e) (i) That the owner/developer undertakes to pay proportional external charges (EDC) for the area earmarked for Retirement housing scheme. As per rate, schedule and conditions annexed hereto.

(ii) That the rate, schedule and terms and conditions of external development charges as mentioned above 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 interest from the date of grant of license.

f) That the owner/ developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders/plot holders for construction of a portion of the total community buildings.

g) That the owner/developer shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership/developership Act, 1983.

(h) That the owner/ developer shall abide by the provisions of the Haryana Apartment Owner/developership Act, 1983.

(i) That the responsibility of the owner/ developership of the common area and facilities as well as their management, and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner/ developer of the dwelling unit under the Haryana Apartment Owner/ developership Act, 1983

(j) That the owner/developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, which the owner/developer shall transfer all such roads, open spaces, public parks, public health services free of cost to the Government or the local authority, as the case may be.

k) That the owner/ developer shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled Bank and that this amount shall only be utilized by the owner/ developer towards meeting the cost of internal development works and the construction works in the colony.

(l) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/Retirement housing colony and the colonizer shall carry out all directions issued to him for ensuring the compliance of the execution of the layout plans and the development works in accordance with the license granted.

m) That the owner/ developer shall deposit infrastructure development charges Rs. 625... Lac per acres for RGII Retirement housing area measuring 1.626... acres and Rs. 1000... Lac

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per acres of commercial component area measuring 0.06775 acres of the total flatted area of the colony in two equal installments. The first installment of the infrastructure development charges would be deposited by the owner/developer/developer within sixty days from the date of grant of license and the second installment to be deposited within 6 months from the date of grant of license failing which interest @ 18% per annum will be livable.

(n) That the owner/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 colony.

(o) That the pace of the construction shall be atleast in accordance with our sale agreement with the buyer of the flats as and when scheme is launched.

(p) That the owner/developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interests of proper development of the said Retirement Housing.

(q) That the owner/developer shall integrate its 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.

(r) 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 Govt. treasury against EDC dues.

(s) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.

(t) The implementation of such mechanisms shall, however, have no bearing on the EDC installments schedule conveyed to the owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments date are due for payment get paid as per prescribed schedule.

(u) That the owner/developer shall derive maximum net profit @15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period surplus amount shall either be deposited within two months in the State Government Treasury by the owner/developer or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

Further the owner/developer shall submit the followings certificates to the Director within ninety days of full and final completion of the project from a Chartered Accountant that:

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a) The overall new profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

b) A minimum of 15% in case of economically weaker section/ lower income Retirement flats as provided in sub clause (n) have been allotted at the prescribed subsidized prices.

c) The owner/ developer while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land, shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase ora compact area of the colony, as approved by the Director.

v) After the layout plans and development works or part thereof in respect of the Retirement housing colony or part thereof have been completed and a completion certificate in respect thereof 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 Retirement housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the Retirement housing colony completed shall be released and provided further that the bank guarantee equivalent to 115% amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Retirement housing colony or part thereof, as the case may be, for a period of 5 years from the date of issue of the completion certificate under rule 16 or earlier in case the owner/developer is relieved of the responsibility 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 owner/developer.

w) 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 of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of 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 thirty days on demand.

2. Provided always and it is hereby agreed that if the owner/ developer commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to him.

Director
Town & Country Planning
Haryana, Chandigarh

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3. Upon cancellation of the license under clause 2 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 Act 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favor of the Director.

4. That the owner/developer shall convey the "Ultimate Power Load Requirements" 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 to site in licensed land, Transformer/ switching station/ electric substation as per norms prescribed by the power utility in the zoning plan of the project.

5. The stamp duty and registration charges on this deed shall be borne by the owner/developer.

6. The expression the "owner/ developer" hereinbefore used/shall include his heirs, legal representatives, successors and permitted assignees.

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

8. That the developer shall be required to file half yearly reports containing the complete list of occupants, the duration of occupancy, the facilities offered in the premises etc, to the Monitoring Committee to be chaired by the Deputy Commissioner of the concerned district on a format, as prescribed. Apart from the Deputy Commissioner, such committee shall consist of four permanent members, ie the concerned DTP (as member secretary), Superintendent of police or his representative, a representative of the Municipal Commissioner or Executive Officer as applicable, a representative of the service provider as well as the RWA, However, representative of CED. GMDA/FMDA shall also be a permanent member, wherever applicable. The committee shall be free to co-opt two additional members, who should be eminent persons, of their choice as members of the committee.

9. The Monitoring Committee shall be empowered to make regular checks of the premises to ascertain that the facilities are being maintained properly and the policy provisions are not being violated.

10. A complaint and grievance redressal committee shall also be formulated under the / Chairmanship of the deputy commissioner of the concerned district.

11. A tri-partite agreement shall be executed between Allottee, Eligible resident and the Service Provider before taking possession of the apartment.

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12. The Haryana apartment Act, 1983 and Rules thereof, Shall be applicable on such/ projects.

13. That the owner shall give the requisite land for the treatment works (oxidation ponds) and for board irrigation purposes at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposal or give the requisite land. The owner shall make arrangement for the water supply, sewerage, drainage etc. to the satisfaction of the DGTCP, Haryana till the services are made available from the external infrastructure to be laid by HSVP.

14. The owner/developer shall pay labour case charges as per policy of Govt dated 25.02.2010.



IN WITNESS WHEREOF the Owner and the Director have signed the deed on the date and the year first above written.

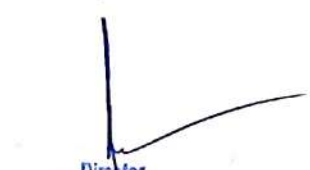
Authorized Signatory

Director

Town and Country Planning, Haryana

1. Director
93118-09111
120, 5.F Small Plots
Shams, CHS.


2.


Director
Town & Country Planning
Haryana, Chandigarh

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FORM LC -V
(See Rule 12)
HARYANA GOVERNMENT
TOWN AND COUNTRY PLANNING DEPARTMENT

License No. 68. of 2025

This Licence has been granted under the Haryana Development and Regulation of Urban Areas Act, 1975 & the Rules 1976, made thereunder to Lamose Infra LLP, 49-A, Plot No.413, Old Roshan Pura, Najafgarh, South West Delhi, New Delhi, India -110043 for setting up of Retirement Housing Project under Retirement Housing Policy dated 04.11.2024 over an area measuring 1.69375 acres in the revenue estate of village Sikanderpur Badha, Sector 84, Gurugram-Manesar Urban Complex.

1. The particulars of the land, wherein the aforesaid Retirement Housing Project under Retirement Housing Policy dated 04.11.2024 is to be set up, are given in the schedule annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - i. That you shall deposit an amount of Rs. 96,64,994/- on account of Infrastructural Development Charges @ Rs. 625/- per Sqm for Group Housing component and @ Rs. 1000/- per sqm for commercial component in two equal instalments; first within 60 days from issuance of this license and second within six months through online portal of Department of Town & Country Planning, Haryana. Any default in this regard will attract interest @ 18% per annum for the delayed period.
 - ii. That area coming under the sector roads and restricted belt / green belt, if any, which forms part of licensed area and in lieu of which benefit to the extent permissible as per policy towards FAR is being granted, shall be transferred free of cost to the Government.
 - iii. That you shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - iv. That you shall construct portion of service road, internal circulation roads, forming the part of site area at your own cost and shall transfer the land falling within alignment of same free of cost to the Government u/s 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - v. That you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the

Director
Town & Country Planning
Haryana, Chandigarh



- provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act, 1963.
- vi. That you shall be liable to pay the actual rates of External Development Charges as and when determined and demanded as per prescribed schedule by the DTCP Haryana.
 - vii. That you shall integrate the services with HSVP and GMDA services as and when made available.
 - viii. That you have understood that the development/construction cost of 24 m/18 m major internal roads is not included in the EDC rates and you shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
 - ix. That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by HSVP/GMDA.
 - x. That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
 - xi. That you shall make provision of solar power system as per guidelines of Haryana Renewable Energy Development Agency and shall make operational where applicable before applying for an Occupation Certificate.
 - xii. That you shall use only LED fitting for internal lighting as well as campus lighting.
 - xiii. That you shall obtain the requisite permission from Power Department regarding installation of electrical infrastructure as prescribed in order circulated vide DTCP dated 30.10.2019.
 - xiv. That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount from the floor/space holders for meeting the cost of Internal Development Works in the colony.
 - xv. That you shall permit the Director or any other office authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
 - xvi. That you shall not give any advertisement for sale of commercial area before the approval of layout plan/building plans of the same.
 - xvii. That you shall pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
 - xviii. That you shall keep pace of construction atleast in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.

- xix. That you shall submit the additional bank guarantee, if any required at the time of approval of Service Plans/Estimate. With an increase in the cost of construction and increase in the number of facilities in Layout Plan, you would be required to furnish an additional bank guarantee within 30 days on demand. It is made clear that bank guarantee of Internal Development Works/EDC has been worked out on the interim rates.
- xx. That you shall specify the detail of calculations per Sqm/per sq ft, which is being demanded from the flat/shop owners on account of IDC/EDC, if being charged separately as per rates fixed by Govt.
- xxi. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.
- xxii. That you shall submit NOC from the Ministry of Environment & Forest, Govt. of India with respect to their notification dated 14.09.2006 and clearance regarding PLPA, 1900 from competent authority before executing development works.
- xxiii. That you will abide by with the Act/Rules and the policies notified by the Department for development of commercial colonies and other instructions issued by the Director under section 9A of the, Haryana Development and Regulations of Urban Areas Act, 1975.
- xxiv. That you shall execute the development works as per Environmental Clearance and comply with the provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statutes, you shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.
- xxv. That you shall file half yearly reports containing the complete list of occupants, the duration of occupancy, the facilities offered in the premises etc. to the Monitoring Committee to be chaired by the Deputy Commissioner of the concerned district on a format, as prescribed.
- xxvi. That you shall comply with the terms and conditions of Retirement Housing policy dated 04.11.2024 and as amended time to time.
- xxvii. 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 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.
- xxviii. That the owner/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.

- xxix. 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.
- xxx. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- xxxi. 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 the prescribed schedule.
- xxxii. That licensed land forming the part of Sector, Road, Service roads, Green belts and 24/18 mtrs wide road as the case may be land pockets which are earmarked for community sites shall be transferred within a period of 30 days in favour of Government from the date of approval of Zoning Plan, if any.
- xxxiii. That you shall take prior permission from the Divisional Forest Officer, Gurugram regarding cutting of any tree at applied site, before grant of licence.
- xxxiv. That you shall obey all the directions/restrictions imposed by the Department from time to time.
3. That you shall get the electrification plan approved from the competent authority of DISCOM and submit the same before approval of building plans.

4. The licence is valid up to 6/5/2030.

Dated: 7/5/2025.
Place: Chandigarh

(Amit Khatri, IAS)
Director, Town & Country Planning
Haryana, Chandigarh

Endst. No. LC-5467/JE(RK)/2025/ 17416

Dated: 09-05-2025-

A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:

1. Lamose Infra LLP, 49-A, Plot No.413, Old Roshan Pura, Najafgarh, South West Delhi, New Delhi, India -110043 alongwith copy of Demarcation-cum-Zoning Plan.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
6. Joint Director, Environment Haryana - Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
7. Director Urban Estates, Haryana, Panchkula.

8. Administrator, HSVP, Gurugram.
9. Chief Engineer, HSVP, Gurugram.
10. Superintending Engineer, HSVP, Gurugram along with a copy of agreement.
11. Land Acquisition Officer, Gurugram.
12. Senior Town Planner, Gurugram.
13. Senior Town Planner (Enforcement), Haryana, Chandigarh.
14. District Town Planner, Gurugram along with a copy of agreement & Demarcation-cum-Zoning Plan.
15. Chief Accounts Officer O/o DTCP, Haryana.
16. Accounts Officer, O/o Director, Town & Country Planning, Haryana, Chandigarh along with a copy of agreement.

(Narender Kumar)
District Town Planner (HQ)
For: Director, Town & Country Planning,
Haryana, Chandigarh