

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 18/06/2025

Certificate No. G0R2025F3004

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 135559087



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Fantasy Exim Private limited

H.No/Floor : 3434/3435

Sector/Ward : X

LandMark : 1st floor

City/Village : Huaz qazi

District : New delhi

State : Delhi

Phone: 97*****55



Buyer / Second Party Detail

Name : Governor Of Haryana

H.No/Floor : X

Sector/Ward : X

LandMark : Town and country planning

City/Village: Chandigarh

District : Chandigarh

State : Haryana

Phone : 97*****55

Purpose : AGREEMENT

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-A

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

This agreement made on 4th day of ~~June~~ ^{July} 2025

Between

FANTASY EXIM PRIVATE LIMITED (CIN: U51909DL2004PTC124560) (PAN: AAACF7828C), a company subsisting under the Companies Act 2013, having its registered office at 3434-3435, 1st Floor, Huaz Qazi, Delhi 110006, acting through its authorized signatory **Mr. Anil Kumar** duly authorized vide board resolution dated November 28, 2024 (hereinafter referred to as the "**Developer**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the One Part;

And

The **GOVERNOR OF HARYANA** acting through the **Director General**, Town and Country Planning, Haryana (hereinafter referred to as the "**Director**") of the other Fantasy Exim Pvt. Ltd.

Director
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Haryana, Chandigarh

part.

WHEREAS the developer is in the possession of the land mentioned in Annexure hereto and applied for the purpose of converting and developing it into a Group Housing Colony under 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 conditions for the grant of license is that the Developer shall enter into an Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on an area admeasuring 3.825 acres under Retirement Housing Policy dated 17.08.2021 falling in the revenue estate of village Dhunela, Gurugram.

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 General agreeing to grant license to the 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 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 developer hereunder covenanted by him as follows:
 - a) that is case of group housing adequate accommodation shall be provided for domestic servant's 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 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 National building code with regard to the intense 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 developer.
 - d) The developer shall at his own cost or get constructed by any other institutional 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 general for another period of two years, for reason to be recorded in

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writing failing which the land shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.

- e) (i) That the developer undertakes to pay proportional external charges (EDC) for the area earmarked for group 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 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 developer shall not be allowed to recover any amount the flats whatsoever on account of internal community building from 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/developmentship Act, 1983.

- h) That the developer shall abide by the provisions of the Haryana Apartment Owner/ developmentship Act, 1983.

- i) That the responsibility of the owner/ developmentship 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 developer of the dwelling unit under the Haryana Apartment developmentship Act, 1983.

- j) That the 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 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 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 account to be maintained in the Scheduled Bank and that this amount shall only be utilized by the developer towards meeting the cost of internal development works and the construction works in the colony.

- l) That the 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/group housing colony and the colonizer shall carry out all

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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 developer shall deposit infrastructure development charges @ Rs.50.00 Lac per acres for RGH group housing are measuring 2.196 acres and @ Rs.50.00 Lac per acres of commercial component area measuring 0.0915 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 leviable.
- n) That the developer shall carry out at his own expenses any other works which the Director General may think necessary and reasonable in the interest of proper development of the colony.
- o) That the pace of the construction shall be at least in accordance with our sale agreement with the buyer of the flats as and when scheme is launched.
- p) That the developer shall carry out at his own expenses any other works which the Director General may think necessary and reasonable in the interests of proper development of the said Retirement Group 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 due are due for payment get paid as per prescribed schedule.
- u) That the owner/developer shall derive maximum net profit @15% of the total colony after making provisions of statutory taxes. In case the new profit exceeds 15% after completion of the project period surplus amount shall

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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.

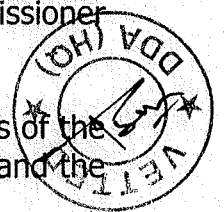
Further the owner/developer shall submit the followings certificates to the Director General within ninety days of full and final completion of the project from a Chartered Accountant that:

- 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 group flats as provided in sub clause (n) have been allotted at the prescribed subsidized prices.
- c) The 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 General as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director General.
- v) After the layout plans and development works or part thereof in respect of the group housing colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director General 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 group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing colony completed shall be released and provided further that the bank guarantee equivalent to 115th amount thereof shall be kept unreleased to ensure upkeep and as maintenance of the group 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 General 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.

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2. Provided always and it is hereby agreed that if the 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.
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 developer shall convey the "Ultimate Power Load Requirements" of the project to the concerned power utility with a copy to the Director General 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 "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, i.e. the concerned DTP (as member secretary), Superintendent of police or his representative, a representative of the Municipal Commissioner or Executive Officer.
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.
12. The Haryana apartment act, 1983 and rules thereof, shall be applicable on Fantasy Exim Pvt. Ltd.



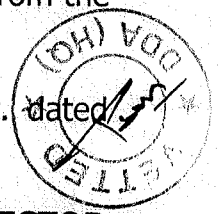
Director
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Auth. Signatory

such projects.

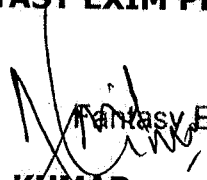
13. That the owner shall give the requisite land for the treatment works (oxidation ponds) and for board irrigation purposes at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposal or give the requisite land. The owner shall make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

14. The developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.



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

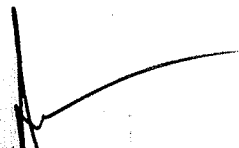
FOR AND ON BEHALF OF
FANTASY EXIM PRIVATE LIMITED


Fantasy Exim Pvt. Ltd.
ANIL KUMAR
Auth. Signature

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

**DIRECTOR GENERAL TOWN
& COUNTRY PLANNING HARYANA,
CHANDIGARH**

Sunil kumari
Witness:- 1. *Sunil Kumar, VPO:- Bandhuxi, Haryana*
Lalit Kumar Haryana
2. *Lalit Kumar, VPO, Mandi Adampur, Haryana*
Haryana.


Director
Town & Country Planning
Haryana, Chandigarh