



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL68757560334485R
Certificate Issued Date	: 06-Apr-2019 04:01 PM
Account Reference	: IMPACC (IV)/ dl717803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71780343205988152703R
Purchased by	: SWATANTRA LAND AND FINANCE PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWATANTRA LAND AND FINANCE PVT LTD
Second Party	: DIRECTOR TOWN AND COUNTRY PLANNING HARYANA
Stamp Duty Paid By	: SWATANTRA LAND AND FINANCE PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

FORM LC-IV-B

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up Affordable Plotted Colony under Deen Dayal Jan Awas Yojna-2016 .

This agreement made on the 27th day of DECEMBER, 2019 between M/s Swatantra Land & Finance Pvt. Ltd. having its Registered office A-71, FIEE Complex, Okhla Industrial Area, Phase-II, New Delhi-110020, through its Managing Director Sh.Ajay Madan S/o Late Sh.V.K.Madan R/o H.No.C-6/51, Safdarjung Development Area, New Delhi-110016 (hereinafter called the "Owner") 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.

For Swatantra Land & Finance (P) Ltd.

[Signature]
Director

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

Contd..2

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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 "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a residential affordable plotted colony on the land measuring 5.775 acres falling in the revenue of Village Kheri Kalan, Sector-97, Faridabad (Haryana).


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

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in annexure hereto on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him.
2. That the owner would be free to sell the residential as well as commercial plots of the colony in the open market.
3. That the owner shall submit the list of allottee(s) to the Director twice a year.
4. That the allotment of such allotment shall be open for inspection by the State Government.
5. That the owner 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 or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
6. The owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
7. The colonizer will transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area. Further, the cost of the area so transferred shall not be recovered from the allottees in any case.

For Swatantra Land & Finance (P) Ltd.


Mg. Director


Director
Town & Country Planning
Haryana, Chandigarh
Contd..3

8. That the owner 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, at which the owner shall 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.

9. That the owner shall deposit 30% of the amount realized by him from plot 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 owner towards meeting the cost of internal development works and the construction works in the colony.

10. That the owner 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 colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.

11. That the owner 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.



12. That the owner shall agree for 15% of the saleable area is mortgaged against the BG of IDW.

13. That the owner shall abide by all the terms and conditions of the policy for affordable residential plotted colony under Deen Dayal Jan Awas Yojna-2016.

14. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.

15. That ~~you~~^{we} shall complete the project within seven year (5+2 year) from date of grant of license as per clause 1(ii) of the policy notified on 01.04.2016.

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

For Swatantra Land & Finance (P) Ltd.


Dir. Director

Contd..4


Director
Town & Country Planning
Haryana, Chandigarh



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

WITNESSES: 1

1. Signature Manoj

Name MANOJ KUMAR

Date 9/4/19

Address A-71 FIEE COMPLEX
OKHLA PH-2 N.D.20

2. Signature _____

Name _____

Date _____

Address _____

1. Signature _____

Name _____

Date _____

Designation _____

2. Signature _____

Name _____

Date _____

Designation _____

For Swatantra Land & Finance (P) Ltd.,

OWNER

Signature [Signature]

Name: Sh. Ajay Madan Director

Designation: Managing Director

Date :

Address of the owner : A-71, FIEE
Complex, Okhla Industrial Area,
Phase-II, New Delhi-110020

For & on Behalf of
M/s Swatantra Land & Finance Pvt.Ltd.

Signature

Name

Date

Designation

[Signature]

Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana



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Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWATANTRA LAND AND FINANCE PVT LTD
Second Party	: DIRECTOR TOWN AND COUNTRY PLANNING HARYANA
Stamp Duty Paid By	: SWATANTRA LAND AND FINANCE PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

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 the 27th day of DECEMBER, 2019 between M/s Swatantra Land & Finance Pvt. Ltd. Having its Registered Office A-71, FIEE Complex, Okhla Industrial Area, Phase-II, New Delhi-110020, through its Managing Director Sh.Ajay Madan S/o Late Sh. V.K.Madan R/o H.No. C-6/51, Safdarjung Development Area, New Delhi-110016 (hereinafter called the "Owner") 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.

For Swatantra Land & Finance (P) Ltd.

Contd..2

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[Signature]
Director

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

:: 2 ::

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting into residential/commercial/industrial colony;

And whereas under rule 11, one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at Village-Kheri Kalan, Sector-97, Faridabad (Haryana).

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in rule 11 by the owner the owner hereby consents as follows: -

(a) That the owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five 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 or the local authority, as the case may be.

(b) That the owner shall deposit thirty percent 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 this amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.

(c) 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 licence granted.

(d) That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.


(e) 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, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence under clause 2 above, the Director may take over the aforesaid colony and take further action as per section 8(2) of the Haryana Development and Regulation of Urban Areas Act, 1975. The Bank guarantee in that event shall stand forfeited in favour of the Director.

For Swatantra Land & Finance (P) Ltd.


Mg. Director


Director
Town & Country Planning
Haryana, Chandigarh

Contd..3



LC-1V

:: 3 ::



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 thereof issued, the Director may on an application in this behalf from the owner release the bank guarantee or part thereof 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.

In witness whereof the Colonizer and the Director have signed this deed on the day and year first above written.

For Swatantra Land & Finance (P) Ltd.

OWNER

Signature

Name: Sh. Ajay Madan

Mg. Director

Designation: Managing Director

Date :

Address of the owner : A-71, FIEE Complex,
Okhla Industrial Area, Phase-II, New
Delhi-110020

For & on Behalf of

M/s Swatantra Land & Finance Pvt. Ltd.

WITNESSES:

1. Signature

Name MANOJ KUMAR

Date _____

Address A-71 FIEE COMPLEX

OKHLA PH. 2
N. DELHI-20

2. Signature _____

Name _____

Date _____

Address _____

1. Signature _____

Name _____

Date _____

Designation _____

2. Signature _____

Name _____

Date _____


Designation _____

Signature

Name

Date

Designation


Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR

TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana