

INDIA NON JUDICIAL



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Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by **Description of Document Property Description** Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

IN-DL68757560334485R 06-Apr-2019 04:01 PM IMPACC (IV)/ dl717803/ DELHI/ DL-DLH SUBIN-DLDL71780343205988152703R SWATANTRA LAND AND FINANCE PVT LTD Article 5 General Agreement Not Applicable 0 (Zero)

- SWATANTRA LAND AND FINANCE PVT LTD
- DIRECTOR TOWN AND COUNTRY PLANNING HARYANA
- SWATANTRA LAND AND FINANCE PVT LTD
- 100
- (One Hundred only)





FORM LC-IV-B [See Rule 11(1)(h)]

Please write or type below this line

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

DECEMBER

day of April, 2019 between M/s Swatantra Land & This agreement made on the 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.

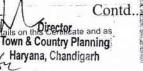
For Swatantra Land & Finance (P) Ltd.



Statutory Alert:

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- In case of any discrepancy please inform the Competent Authority.

Director



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, executers etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereurder 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.

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 precto 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 BC 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 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.

Contd..4

Director Town & Country Planning Haryana, Chandigarh IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DE ED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

	WITNESSES:
1	. Signature May
	Name MANOJ KUMAR
	Date 9/4/19
	Address A-TIFIEE COMPLEY OKHLA PH-2 N.D.20
2.	Signature
	Name
	Date
	Address
1.	Signature
	Name
	Date
	Designation
2.	Signature
	Name
	Date
	Designation

For Swatantra Land & Finange" (P) Ltd., **OWNER** Signature Name: Sh.Ajay Madan. Director

Designation: Managing Director Date : Address of the owner : A-71, FIEE Complex, Okhla Industrual Area, Phase-II, New Delhi-110020 For & on Behalf of M/s Swatantra Land & Finance Pvt.Ltd.

Signature

Name Date Designation

Director Town & Country Planising Cu Haryana, Chandigarh

DIRECTOR TOWN AND COUNTRY PLANNING HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana



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Certificate No.	: IN-DL68757885282314R
Certificate Issued Date	: 06-Apr-2019 04:02 PM
Account Reference	: IMPACC (IV)/ dl717803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL71780343203978780927R
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)





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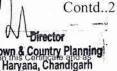
Please write or type below this line FORM LC-IV [See rule 11]

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

DECEMBER 27 This agreement made on the day of April, 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.

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Director

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 convents 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 of 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.

hirector

Contd..3 Director

Town & Country Planning Haryana, Chandigarh Le-IV

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.

	WITNESSES: Signature MCUX Name MAND JKUMAK Date Address A-TIFIEE COMPLEX Address A-TIFIEE COMPLEX OKULA PH-2 OKULA PH-2 N. DELHI-20 N. DELHI-20	OWNER Signature Name: Sh.Ajay Madan Mg. Director Designation: Managing Director Date : Address of the owner : A-71, FIEE Complex, Okhla Industrual Area, Phase-II, New Delhi-110020 For & on Behalf of M/s Swatantra Land & Finance Pvt. Ltd.
2.	Signature	
	Name	
	Date	
	Address	Signature
Í.	Signature	Name
	Name	Date
	Date	Designation N
	Designation	γ] \
2.	Signature	NL
	Name	Director
	Date	Town & Country Planning
	Designation	G Haryana, Chandigarh
		DIRECTOR
		TOWN AND COUNTRY PLANNING

For Swatantra Land & Financei (P) Ltd.

HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana



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