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Government of National Capital Territory of Delhi

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First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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30-Nov-2019 11:35 AM

IMPACC (CR)/ dl822810/ DELHI/ DL-DLH

: SUBIN-DLDL82281089434115383545R

: PURANDER BUILDCON PVT LTD

: Article 5 General Agreement

Not Applicable

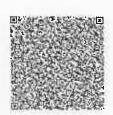
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: PURANDER BUILDCON PVT LTD

: Not Applicable

PURANDER BUILDCON PVT LTD

(One Hundred only)



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(See Rule 11)

AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A COLONY **UNDER DEEN DAYAL JAN AWAS YOJNA 2016**

This agreement is made on .06 day of Feburary 2020

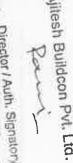
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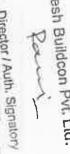
Town & Country Planning Haryana ! handigarh

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Appelling the legitimacy is on the users of the certificate Statutory Alert:

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between

M/s Purander Buildcon Pvt. Ltd. & M/s Ajitesh Buildcon Pvt. Ltd. with respect to Development / Joint Development Agreement dated 21.11.2019, both having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket - V, Community Centre, Vasant Kunj, New Delhi - 110070 through its Authorized Signatory Mr. Ravi Kant Kumar vide board resolution dated 14.06.2019 & 27.05.2019 (herein after referred to as "Owner") of the One Part,

and

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana, (herein after referred to as the "Director") of the Other Part.

WHEREAS the owner is in the possession or otherwise well entitled to the land mentioned in the annexure hereto for the purpose of converting to Residential Plotted Colony under Deen Dayal Jan Awas Yojna -2016.

AND WHEREAS under Rule 11, one of the conditions for the grant of License is that the OWNÉR shall enter into agreement for carrying out and completion of the development works in accordance with the License finally granted for setting up a Residential Plotted Colony under Deen Dayal Jan Awas Yojna -2016 on area admeasuring 10.50 acres situated in the revenue estate of village Bhatauli, sector 20, Yamuna Nagar, Haryana.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- In consideration of the director agreeing to grant license to the OWNER to set up the said colony on the land mentioned in the annexure hereto on the fulfillment of the all the conditions laid down in Rule 11 by the OWNER, hereby convents as follows: -
 - (a). That the OWNER shall responsible for the maintenance and up keep of all roads, open space, 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 space, 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 30% of the amount received by him from plot holders from time to time in separate bank account to be maintained in the scheduled bank

For Ajitesh Buildcon Pvt. Ltd.

FOR PURANDER BUILDOON PVT LTD.

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Director / Auth. Signatory

Director
Town & Country Planning
Haryana, Chandigarh

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and that his amount shall only be utilized by the OWNER towards meeting cost of internal development works.

- (c). That the OWNER shall permit the Director or the 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 the directions issued by him or ensuring the due compliance of the execution of the layout and development works in accordance with the License 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 OWNER shall commit any breach of the terms and conditions of this agreement or violates any provision of the act or these 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, the Government may acquire the area of the aforesaid colony under Land Acquisitions act and may develop area under any
- 4. The stamp duty and registration charges on this deed shall be borne by the OWNER.
- 5. After the layout and development works completed and a completion certificate in respect. there of issued, the Director may on an application in this behalf from the OWNER demortgage the 15% saleable area, mortgage on account of Bank guarantee required to be deposited against the cost of internal development works. However before de-mortgage of the said area, the OWNER has to submit bank guarantee equivalent to 1/5th of the bank guarantee to be deposited as per Rule 11 (a) and Rules 1976 to ensure upkeep and maintenance of the colony for a period of five years from the date of issue of completion certificate under Rule 16 or earlier in case the OWNER is relieved of the responsibilities in this behalf by the Government.

Or

After layout and development works completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from OWNER against the release of the bank guarantee, the bank guarantee shall be released provided further the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or 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 OWNER is relieved of the responsibilities in this behalf by the Government.

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For Ajitesh Buildcon Pvt. Ltd.

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Director Town & Country Planning Haryana, Chandigarb

Director / Auth. Signatory

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

For Purander Buildcon PVT. LTD.

Ravi Kant Kumar

Authorized Signatory

Par

For Ajitesh Buildcon Pvt. Ltd.

Director / Auth. Signatory

DIRECTOR

Town & Country Planning,

Haryana, Chandigarh

For and on behalf of the

Governor of Haryana

WITNESSES :-

1. Amit Kumoz

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Sector 54 Gusgaan.

2. MANIEN HOUSE

ATTI, LP Bogn. Selli

Director Town & Country Planning Haryana, Chandigarh



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See Rule 11(1)(h)

BILATERAL AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SE

UNDER DEEN DAYAL JAN AWAS YOJNA 2016

This agreement is made on 6 day of febrainly

Town & Country Planning

Statutory Alert:

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between

M/s Purander Buildcon Pvt. Ltd. & M/s Ajitesh Buildcon Pvt. Ltd. with respect to Development / Joint Development Agreement dated 21.11.2019, both having its registered office at LGF - 10, Vasant Square Mall, Plot - A, Sector - B, Pocket - V, Community Centre, Vasant Kunj, New Delhi - 110070 through its Authorized Signatory Mr. Ravi Kant Kumar vide board resolution dated 14.06.2019 & 27.05.2019 (herein after referred to as "Owner") of the One Part,

and

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana, (herein after referred to as the "Director") of the Other Part.

Whereas in addition to the agreement executed in pursuance of provision of Rule 11 of the Haryana Development and Regulation of Urban Area Rules 1976(herein after referred to as the "Rules") and the conditions laid down therein grant of license, the OWNER shall enter into bilateral agreement with the Director for carrying out and completion of the development works in accordance with the License finally granted for setting up a Residential Plotted Colony under Deen Dayal Jan Awas Yojna -2016 on area admeasuring 10.50 acres situated in the revenue estate of village Bhatauli, sector 20, Yamuna Nagar, 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 license to the OWNER to set up the said colony on the land mentioned in the annesure hereto on the fulfilment of all the conditions of this bilateral agreement, the OWNER his parties, 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/units of the colony in the open market.
- 3. That the OWNER shall submit the list of Allottees(s) to the Director twice a year.
- 4. That the record 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 Colony after making provision of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two FOI FURANDER BUILDOOM PVT ITD.

For Ajitesh Buildcon Pvt. Ltd.

Directorigue orised Signatory

Director Town & Country Planning Haryana, Chandigarh

Director I Auth. Signatory

months in the State Government treasury by the OWNER or 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 certificate to the director within 90 days of the full and final completion of the project from a Chartered Accountant that the overall net profit [after making provisions 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 license Colony free of cost to the government for the provision of community facilities. This will give the flexibility to the Director to work out the requirement of the community infrastructure at sector level and accordingly make provisions. Since the area will be received in compact block, it will help in the optimal utilization of the area. Further, the cost of the area so transferred shall not be recovered from the Allottee(s) in any case.
- 8. That the OWNER shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date of 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 maybe.
- 9. That the OWNER shall deposit 30% of the amount realized by him from the plot holders from time to time within 10 days of its realization in the 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 development works in colony and the colonizer shall carry out all the directions issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license 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 Bank Guarantee of Internal Development Work has been furnished on the interim rates for the development works and construction of the community buildings. The OWNER will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan [this clause will not be applicable in case, the 15% of salable area is mortgage on the account of said bank guarantee].
- 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 Yojana 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 7 years (5 + 2 years) from the date of grant of license clause 1(ii) of the policy notified on 1st April 2016.

For Ajitesh Buildcon Pvt. Ltd.

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J Director
Town & Country Planning
Haryana, Chandigarh

Director / Auth. Signatory

16. That any other condition which Director made thinks necessary in public interest can be imposed.

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

For Purander Buildcon PVT. LTD.

Ravi Kant Kumar

Authorized Signatory

For Ajitesh Buildcon Pvt. Ltd.

Pari

Director / Auth. Signatory

DIRECTOR

Town & Country Planning,

Haryana, Chandigarh

For and on behalf of the

Governor of Haryana

WITNESSES:-

1. Amit Kumar 2902 Gofflink afastment. Sec-54. Guzgaan.

2. MANISTI GOVAL ATTE RP. BOGT. BOL.

Director Town & Country Planning Haryana, Chandigarh