

चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

03AA 841099

LC-IV-B

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a plotted colony under Deen Dayal Jan Awas Yojna-2016.

This agreement made on the 16th day of September, 2021 by Commander Realtors Pvt. Ltd., Adson Software Pvt. Ltd, Bulls Realtors Pvt. Ltd., Buzz Hotels Pvt. Ltd., High Responsible Realtors Pvt. Ltd., Hi-Energy Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Ornament Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd., Five Rivers Buildcon Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd. in collaboration with Suposhaa Realcon Private Limited a company registered under the Companies Act having its registered office- Unit No. SB/C/2L/Office/017A, M3M Urbana Sector-67 Gurugram -122102, Haryana (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.

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 (herein after 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 plotted colony on the land measuring 20.60902 acres falling in the revenue estate village Ulawas & Behrampur, Sector -61, Gurugram, Haryana.

For Suposhaa Realtors Pvt. Ltd

Authorized Signatory

For Commander Realtors Pvt. Ltd.

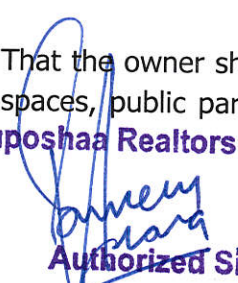
Authorized Signatory




Director
Town & Country Planning
Haryana, Chandigarh

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 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 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 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 resident 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 the provision of the community facilities. This will give the flexibility to the director to workout 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 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 up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the
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For Suposhaa Realtors Pvt. Ltd
Authorized Signatory



For Commander Realtors Pvt. Ltd.
Authorized Signatory



Director
Town & Country Planning
Haryana, Chandigarh
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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 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 the internal development works has been furnished on the interim rates for 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 saleable area is mortgaged on the account of the said bank guarantee).
13. That the owner shall abide 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 years (5+2 years) from the 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 Suposhaa Realtors Pvt. Ltd

Authorized Signatory

For Commander Realtors Pvt. Ltd.

Authorized Signatory



**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. Signature [Signature]
Name SANDHYA SPOHA
Date 12/7/2021
Address 10687 57B, Chd.

2. Signature _____
Name _____
Date _____
Address _____



[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

For Suposhaa Realtors Pvt. Ltd

Signature [Signature]
Name [Signature]
Date **Authorized Signatory**
Address of the owner

For Commander Realtors Pvt. Ltd.

[Signature]
Authorised Signatory

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH
FOR and on behalf of the
Governor of Haryana.



चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

03AA 841098

FORM LC-IV

(See rule 11)



Agreement by owner of land intending to set up an Affordable Residential Plotted Colony

This agreement made on the 16th day of September, 2021 by Commander Realtors Pvt. Ltd., Adson Software Pvt. Ltd, Bulls Realtors Pvt. Ltd., Buzz Hotels Pvt. Ltd., High Responsible Realtors Pvt. Ltd., Hi-Energy Realtors Pvt. Ltd., High Star Builders Pvt. Ltd., Ireo Pvt. Ltd., Ornament Realtors Pvt. Ltd., Regal Green Land Pvt. Ltd., Five Rivers Buildcon Pvt. Ltd., Auspicious Infrastructure Pvt. Ltd. in collaboration with Suposhaa Realcon Private Limited a company registered under the Companies Act having its registered office- Unit No. SB/C/2L/Office/017A, M3M Urbana Sector-67 Gurugram -122102, Haryana (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.

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 license 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 an Affordable Residential Plotted colony over area measuring 20.60902 acres at in village Ullawas & Behrampur Sector -61, Gurugram, Haryana.

For Suposhaa Realtors Pvt. Ltd

Authorized Signatory

Authorized Signatory

Director

NOW THIS DEED 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 Annexure here to 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 integrate the bank account in which 70% 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.
 - b. 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.
 - c. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
 - d. That the implementation of such mechanism shall, however, have no bearing on EDC instalment 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 instalments that are due for payment are paid as per prescribed schedule.
 - e. 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.
 - f. 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 his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
 - g. 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

For Suposhaa Realtors Pvt. Ltd

Authorized Signatory

For Commander Realtors Pvt. Ltd.

Authorised Signatory

**Director
Town & Country Planning
Haryana, Chandigarh**

ensuring due compliance of the execution of the layout and development works in accordance with license granted.

- h. That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
 - i. That without prejudice to anything contained in this agreement all the provisions contained in the Act and the 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 the 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 the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that event shall stand forfeited in favor of the Director.
 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, and successors and permitted assigns.
 6. 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, de-mortgage the 15% saleable area, mortgaged on the account of the BG 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 required 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 the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

OR

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 against the release of the bank guarantee, the BG shall be released provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept

For Suposhaa Realtors Pvt. Ltd

Authorized Signatory

For Commander Realtors Pvt. Ltd.

Authorized Signatory

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Director
Town & Country Planning
Haryana, Chandigarh

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 where of the colonizer and the Director have signed this deed on the day and year first above written.

WITNESSES

1. Signature _____
Name _____
Date _____
Address _____

Signature **For Suposhaa Realtors Pvt. Ltd**
Name _____
Date _____
Address of the owner _____
Authorized Signatory

2. Signature _____
Name _____
Date _____
Address _____

For Commander Realtors Pvt. Ltd.

Authorised Signatory

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH
FOR and on behalf of the
Governor of Haryana.



Director
Town & Country Planning
Haryana, Chandigarh