

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

BILATERAL AGREEMEEN BY OWNER OF LAND INENDING TO SET UP AFFORDABL PLOTTED CLONY UNDER DEEN DAYAL JAN AWAS

This agreement made on this 31th day of JUN, 2019.

Amolik 'Residency LLP (a company incorporated under the Companies Act 1956) having it registered office at IInd Floor 14/3, Mathura Road, Mewla Mahrajpur, Faridabad- 121003 through its Authorized signatory namely Shri Prahlad Gautam S/o Bhule Gautam, R/o Flat No.-504, Shiva Apartment, Sector-21D, Faridabad, authorized vide board resolution dated 18-11-2018 (hereinafter called the "owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assigns 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 (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 plotted colony on the land measuring 9.0562 acres_ 72 Kanal 9 Marla falling in the revenues estate of village Baselwa Distt. Faridabad

For Amolik Residency LEP

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 setup 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 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 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 overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme
- That colonizer will transfer 10% area of the licenced colony free of cot to the Government for provision of community facilities. This will give flexibility to the Director to workout the requirement of community infrastructure as 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 to be recovered from the allottees 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 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 carry shall colonizer

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.

For Amolik Residency Linear think necessary and reasonable in the interest of proper development of the colony. 11. That the owner shall carry out at his own expenses any other works which the Director That the bank guarantee of the internal development works has been furnished on the

interim rates for development works and construction of the community 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. 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 will furnish an additional bank guarantee with in thirty days on demand.

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

14. That no clubbing of residential lots 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 date of grant of license as per clause 1(ii) og hr policy notified on 01-04-2016

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

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE DEED ON THE DATE AND THE YEAR FIRST

WITNESSES 1. Signature Name

Date

Pech Glony gull No-3

Address 2. Signature

Name Date

Address Bhard Colony Gallet -3 Signature odd Favidabad Sec -67

(naway)

Name

Date

Designation

2. Signature

Name

Date

Designation

Signature

Name Date

Address

owner

Signature Name

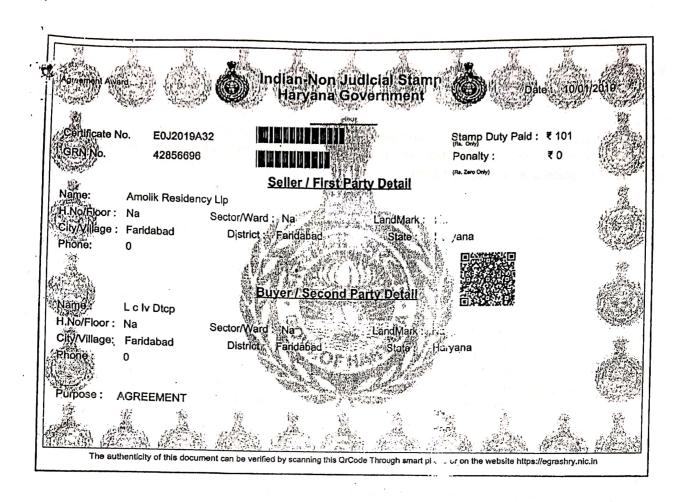
Date

Designation

DIRECTOR TOWN AND COUNTRY PLANNING HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana.

> Director Town & Country Planning Haryana, Chandigarh



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 this 31. th day of JUN, , 2019.

BETWEEN

Amolik Residency LLP (a company incorporated under the Companies Act 1956) having its registered office at "Amolik Residency LLP, IInd Floor 14/3, Mathura Road, Mewla Maharajpur, Faridabad-121003 through its Authorized Signatory namely Shri Prahlad Gautam S/o Bhule Gautam, R/o Flat No.-504, Shiva Apartment, Sector-21D, Faridabad, authorized vide board resolution dated 20-11-2018 (hereinafter called the "owner/Developer") which expression shall unless repugnant to the subject of context shall mean and include their successor, administrators, assigns, nominees and permitted assigns of the One Part.

For Amolik Residency LLP

And

Director

The Governor of Haryana, acting through The Director Town & Country Planning Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR")......Of the other part.

And whereas under rule 11, one of the conditions for thee grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works is accordance with the licence finally granted for setting up a colon at Faridabad tehsil – Faridabad and District- Faridabad.

NOW THIS DEED WITNESSETH AS FOLLOWS

- In consideration of the Director agreeing to grant licence 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 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 leave space for get constructed by any other institution or individual community centers shall leave space for on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for community centers in which case the institution including a local authority on such terms and condition as it may lay down.
 - (c) That the owner shall deposit fifty 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.
 - (d) 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.
 - (e) That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
 - (f) 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.

Director any breach of the terms and conditions of this agreement or violate any provision of Country Planning 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 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 favour 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, successors and permitted assigns.
 - 6. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner release the bank guarantee or part there of 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 where of the coloniser a	nd the Director have signed this deed on the	
lay and year first above written.	The owner Amolik Resid	
1. Witnesses:- 1. Lawan Kansal ku		
2. Sayran yawan	Auth. Signatory	
Dated	Director behalf of the Governor of Haryana	***
for & on	benan of the Governor of Haryana	
1. 2		
Dated	Director Town & Country Planning Haryana, Chandigarh	
	om providing any one or more amenities sub	

Note-In case the owner is exempted from providing any one or more amenities subclauses (a), (b) & (c) may be modified accordingly.

ANNEXURE Directorate of Town & Country Planning, Haryana

SCO-71-75, 2nd Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349 Web site tcpharyana.gov.in - e-mail: tcpharyana7@gmail.com

> FORM LC -V (See Rule 12)

License N	lo. 1	0	of	201	9

This License has been granted under the Haryana Development and Regulation of Urban Areas Act 1975 & the Rules 1976 made thereunder to Amolik Residency LLP, Regd. Office: 14/3, 2nd Floor, Mathura Road, Faridabad, Haryana for setting up of an Affordable Plotted Housing Policy 2016 Deen Dayal Jan Awas Yojna over an area measuring 9.0562 acres for setting up of residential plotted colony in the revenue estate of village Baselwa, Sector-86, Faridabad.

- 1. The particulars of the land, wherein the aforesaid affordable plotted colony is to be set up, are given in the schedule of land annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
- 2. The Licence is granted subject to the following conditions:
 - a) That the affordable residential plotted colony will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
 - b) That the licencee shall abide by the Deen Dayal Jan Awas Yojna policy dated 08.02.2016, subsequent amendments from time to time and other direction given by the Director time to time to execute the project.
 - c) That the licensee shall deposit an amount of Rs. 1,10,98,660/- against Infrastructural Development Charges @ Rs. 375/- per Sqm for plotted component and @ Rs. 750/- per Sqm for commercial component for 150 % FAR, in two equal installments. First within 60 days from issuance of license and second within six months be paid online at www.tcpharyana.gov.in. In failure of which, an interest @ 18% per annum for delay period shall charged.
 - d) That the licensee shall deposit the balance amount of EDC in equal 6 half yearly installment with interest as per policy dated 05.12.2018 (may be seen on website www.tcpharyana.gov.in).
 - e) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
 - f) That the licensee shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - g) That the licensee shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.
 - h) That the licensee shall transfer 10% area of the licenced 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. The said area has been earmarked on the enclosed layout plan.
 - i) That the licensee shall transfer the part of licenced land falling under sector road/green belt free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

- j) That the licensee understands that the development/construction cost of 30 m/24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 30 m/24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
- That the licensee shall obtain NOC/Clearance as per provisions of notification dated 14.09.2006 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- That the licensee shall make arrangements for water supply, sewerage, drainage etc to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Urban Development Authority or any other execution agency.
- m) That the licencee shall pay the differential amount if there will be any change in the said rates from the original calculation required to be deposited as and when demanded by the Department as the EDC have been charged on the basis of EDC Indexation Mechanism Policy dated 11.02.2016.
- That the licensee shall obtain clearance from competent authority, if required under Punjab Land Preservation Land Act, 1900 and any other clearance required under any other law.
-) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- p) That the provision of solar water heating system shall be as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- That the licensee shall use only LED fitting for internal lighting as well as campus lighting.

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- That the licensee shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per Sqm/per Sft to the allottees while raising such demand from the plot owners.

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That the licensee shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.

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- u) That the licensee shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/ DHBVNL and complete the same before obtaining completion certificate for the colony.
- That the licensee shall complete the project within seven years (5+2 years) from dake of grant of license.

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- w) That the licensee will pay the labour cess as per policy instructions issued by Haryana Government.
- That the licensee shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein licencee have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.

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of the layout and development works in accordance with the license granted. to carry out all directions issued by him for ensuring due compliance of the execution of the layout and devolutions. That the licencee shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development in the works in the colony and to carry out all direction.

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That the licencee shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in least 1917. applicant in letter and spirit.

clause 5(i) of DDJAY policy shall be allowed to sell only after completion of all Internal Development Works in the colony. That the 50% saleable area, earmarked in the approved layout plan and freezed as per

The licence is valid up to 30-01-2024

Dated: 31 -01-2019

Place: Chandigarh

Director, Town & Country Planning (K. Makrand Pandurang, IAS)

∨Haryana, Chandigarh

Endst. No. LC-3986-JE (SK)-2019/ 2881-94

A copy along with copy of schedule of land is forwarded to the following for

information and necessary action:-

Amolik Residency LLP, Regd. Office: 14/3, 2nd Floor, Mathura Road, Faridabad, Haryana, Email ID: hitesh1301@gmail.com alongwith a copy of agreement, LC-IV B & Bilateral

Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.

4greement.

Dated: 31-01-20/9

Chief Administrator, HSVP, Panchkula. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula. Joint Director, Environment Haryana-cum-Secretary, SEAC, Paryavaran Bhawan, Sector , Panchkula.

Administrator, HSVP, Faridabad. Addl. Director Urban Estates, Haryana, Panchkula.

Land Acquisition Officer, Faridabad. Superintending Engineer, HSVP, Panchkula along with a copy of agreement.

Senior Town Planner, Facidabad along with a copy of agreement.

District Town Planner, Faridabad along with a copy of agreement District Revenue Officer, Faridabad.

Chief Accounts Officer of this Directorate

Project Manager (IT) for updation on the website.

For: Director, Town & Country Planning District Town Planner (HQ)

Haryana Chandigarh

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