## INDIA NON JUDICIAL Chandigarh Administration

### e-Stamp

#### सन्यम्व जयते

Certificate No. Certificate Issued Date Certificate Issued By 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.)



For Countrywide Promoters Pvt.

# IN-CH27624935431127T 09-Mar-2021 09:42 AM chsankumi IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-23/ CH-CH SUBIN-CHCHIMPSP0755160856042150T ASHNI KUMAR Article 4 Affidavit Not Applicable O (Zero) COUNTRYWIDE PROMOTERS PVT LTD Not Applicable COUNTRYWIDE PROMOTERS PVT LTD 10 (Ten only)



-----Please write or type below this line-FORM LC-IV

(See rule 11)

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

This agreement is made on this the  $28^{th}$  day of August, 2021 between (i) Countrywide Promoters Pvt. Ltd. (ii) Impartial Builders Pvt. Ltd. (iii) Ashirbad Buildwell Pvt. Ltd. (iv) Digital SEZ Developers Pvt. Ltd. (v) Grow High Realtors Pvt. Ltd. (vi) II IR 0013691253

Page 1 of 6

Town & Country Plannin

Garland Infrastructure Pvt. Ltd. (vii) Passionate Builders Pvt. Ltd. (viii) Bright Star Builders Pvt. Ltd. (ix) Imagine Builders Pvt. Ltd. in Collaboration with Countrywide Promoter Private Limited, having its registered office at OT-14, 3<sup>rd</sup> Floor, Next Door, Parklands, Sector-76, Faridabad Haryana-121004 through its authorized representative Sh. Deepak Pannu, (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 (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 license finally granted for setting up of an Affordable Plotted Colony under policy 2016 DDJAY on the land measuring 15.5625 Acres falling in the revenue estate of village Palra, Sector-70A, Gurugram.

#### NOW THIS DEED WINESSETH 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 1 hereto on the fulfillment of all the conditions laid down in rule 11 by the Owner, the Owner hereby convents as follows:
- i. That the owner / developer shall integrate the bank account on which of percent allottee receipts are credited under section 4(2)(I)(D) of the Real Estate Regulation & Development Act, 2016 with the online application / payments 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.
- ii. 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.
- iii. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner / developer.

For Countrywide Promoters P

Page 2 of 6

Town & Country Planning Haryana, Chandigath

- *iv.* The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner / developer. The Owner / developer shall continue to supplement such automatic EDC dedications with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
  - v. 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.
- *vi.* That the Owner shall deposit 30% 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.
- vii. 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 execution of the layout and development works in accordance with license granted.
- viii. That the Owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
- ix. 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.
- x. That the Owner shall deposit balance 75% EDC in six half yearly installments each with normal interest of 12% per annum and penal interest of 3% for the delayed period in favor of DTCP.
- 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

For Countrywide Promoters

Page 3 of 6

Towa & Country Planning Haryana, Chandigarh

provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous case 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, 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, mortgage 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

7. 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 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.

For Countrywide Promoters Pvt. Ltd.

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Page 4 of 6

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

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For & on behalf of	For & on behalf of GOVERNER OF HARYANA
COUNTRYWIDE PROMOTERS PRIVAT	E
LIMITED	2
Deepak Pannu Authorized Signatory	Director, Town and Country Planning, Haryana Town & Country Planning Haryana, Chandigarh

WITNESSES:

1. Sign: Sunder	2. Sign: Ashna
Name: SURENDER KUMAR	Name: ASHNI - KUMAR
Address: # 407 SHIV PURI COLONY	Address:# 3258 Sec-23-D
AMBALA CANTY	Chandigath