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

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



For Countrywide Promoters Pvk-Ltd

sed Signatory

IN-CH27624887953845T 09-Mar-2021 09:40 AM chsankumi IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-23/ CH-CH SUBIN-CHCHIMPSP0755160732986644T ASHNI KUMAR Article 4 Affidavit Not Applicable 0 (Zero) COUNTRYWIDE PROMOTERS PVT LTD Not Applicable COUNTRYWIDE PROMOTERS PVT LTD 10 (Ten only)

.....Please write of type below this line (See Rule 11 (1) (h))

Bilateral Agreement by Owner of land intending to set up a Affordable Plotted colony under Deen Dayal Jan Awas Yojna 2016

This agreement is made on this the <u>28</u>th day of <u>August</u>, 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) Garland Infrastructure Pvt. Ltd. (vii) Passionate Builder 13691250

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Haryana, Chandigarh

Town & Country Planning

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Bright Star Builders Pvt. Ltd. (ix) Imagine Builders Pvt. Ltd. in Collaboration with Countrywide Promoter Private Limited, having its registered office at OT-14, 3rd 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.

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 1 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 / developer shall integrate the bank account on which 70 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.

For Countrywide Promoters Pvt Ltd.



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- 3. 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.
- 4. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner / developer.
- 5. 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.
- 6. That the Owner would be free to sell the residential as well as commercial plots of the colony in the open market.
- 7. That the Owner shall submit the list of allotee(s) to the Director twice a year.
- 8. That the record of such allotment shall be open for inspection by the State Government.
- 9. 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.
- 10. The Owner shall submit a certificate 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.
- 11. The Owner 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 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 the optimal utilization of the area. Further, the cost of the area so transferred shall not

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be recovered from the allotte(s) in any case.

- 12. That the Owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks, public health service 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 maybe.
- 13. 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 and 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.
- 14. 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.
- 15. 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.
- 16. 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 incase the 15% of saleable area is mortgaged on the account of the said bank guarantee).
- 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.
- 18. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same Ownership shall be permitted.

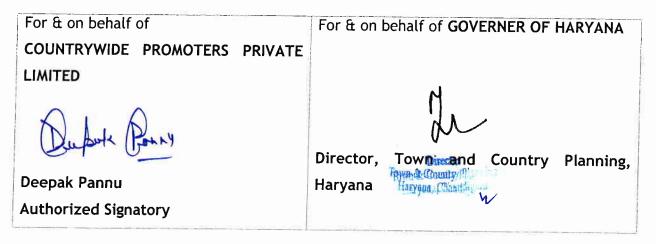
For Countrywide Promoters Parts Ltd. rised Signatory

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Director Town & Country Planning Haryana, Chandigarh 4

- 19. 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.
- 20. 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 SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN



WITNESSES:

1. Sign:______ 2. Sign Alm Name: SURENDER KUMAR Name: ASHNI-KUMAR Address: #401 SHIVPURICOLONY Address: # 3258 & C-23-D Chandigozh AMBALA CANTP