



51AA 767905

FORM LC-IV
(See rule 11)

Agreement by owner of land intending to set up a colony

This agreement made on the 6th Day of December 2021 between M/s. SHF SQUARE LLP, incorporated in pursuant to section 12(1) of Limited Liability Partnership Act, 2008, and having its registered office at 856, 2nd Floor, Sector-14, Gurugram-122001, (hereinafter called the "developer") of the one part and the Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the 'Director') of the other part

Whereas the owner is in possession of the said land measuring 7.01875 acres, and the DTCP has converted it to Deen Dayal Jan Awas Yojna (DDJAY), plotted colony vide licence no. 49 of 2017.

And whereas under rule 11, one of the conditions, for the change if developer (COD) 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 a Affordable Plotted Colony area Measuring 7.01875 acres at Village Farukhnagar, Sector-03, District Gurgaon.

Director
Town & Country Planning
Haryana, Chandigarh

For SHF SQUARE

Authorised Signatory

NOW THIS DEED WITNESSTH AS FOLLOWS: -

1. In consideration of the Director agreeing to change of developer(COD)to the developer to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in the rule 11 by the owner the hereby converts as follows:
 - a) That the owner/developer 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 health services free of cost to the Government of the local authority, as the case may be.
 - b) That the owner/developer 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.
 - c) That the owner/developer 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.
 - d) That the owner/developer shall pay proportionate development charges as and when required and as determined by the Director in respect of external development charges, though 100% EDC has already been paid.
 - 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/developer.
2. Provided always and it is hereby agreed that if the owner/developer shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, thenand in any s 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/developer.
5. The expression that owner/developer herein before used shall include his heirs, 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/developer demortgage the 15% saleable area, mortgage on the account of BG required to be deposited against the cost of internal development works. However, before demortgage 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 rules 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 either 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/developer 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 possibilities 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 Naveen
Name Naveen Sharma
Date 06/12/21
Address Handwritten address

For SHF SQUARE LLP
Signature [Signature]
Name Amir Gora
Date 06/12/21 Authorised Signatory
Address of the Owner/Developer 836, Sec-14 Gurgaon

2. Signature Vikas Dubey
Name VIKAS DUBEY
Date 28/12/2021
Address #7-B Moti Chhatri

Director
Town & Country Planning
Haryana, Chandigarh