



51AA 767904

FORM LC-IVB

[See rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a Affordable Plotted Colony Under Deen Dayal Jan Awes Yojna-2016

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 General, Town & 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 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 change of developer (COD), the developer, SHF SQUARE LLP enter into a bilateral agreement with the granted for setting up of a Affordable Plotted Colony on the land measuring 7.01875 acres falling in the revenue estate of village Farukhnagar, Sector-03 Distt Gurgaon, Haryana.

Director
Town & Country Planning
Haryana, Chandigarh

For SHF SQUARE LLP

Authorised Signatory

AND WHEREAS the bilateral mutually agreed upon and executed between the parties shall be binding on the owner/developer: -

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS: -

1. In consideration of the Director agreeing to change of developer(COD) from RRD developer to SHF SQUARE LLP to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions of this bilateral agreement, the new owner/developer, his partners, legal representatives, authorized agents, assignees, executors etc, shall be bound by the terms and conditions of this bilateral agreement executed by the developer hereunder covenanted by him.
2. That the owner/developer would be free to sell the residential as well as commercial plots of the colony in the open market.
3. That the owner/developer 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/developer 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/developer shall submit the following certificates to the Director within (90) 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/developer shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for (5) 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/developer shall deposit 30% of the amount realized by him from plot holders from time to time within (10) ten days of its realization in a separate account to be maintained in the Scheduled bank and that this amount shall only be construction works in the colony.

Director
Town & Country Planning
Haryana, Chandigarh

For SHF SQUARE LLP

Authorised Sign

10. That the owner/developer 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 the compliance of the execution of the layout plans and the development works in accordance with the licence granted.
11. That the owner/developer 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 not been furnished on the interim rates for development works and construction of the community buildings. In this case, the 15% of salaable area is mortgaged on the account of the said bank guarantee.
13. That the owner/developer 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 integrates 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 licence 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.

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

WITNESSES

1. Signature [Signature]
Name Klairen Sharma
Date 06/12/2021
Address Rondel, Sec 49

2. Signature [Signature]
Name (VIKAS DUREY)
Date 28/12/2021
Address # 77-B, Matia Citi
Zirakpur.

For SHF SQUARE LLP

[Signature]
Authorised Signatory
Signature [Signature]
Name Amit Goel
Date [Signature]
Address 856, SEC-14, Gurgaon

Director
Town & Country Planning
Haryana, Chandigarh