



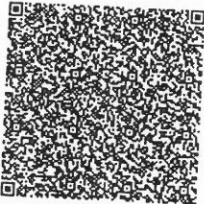
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL61967079530048T
Certificate Issued Date	: 19-Mar-2021 12:06 PM
Account Reference	: IMPACC (CR)/ dl822810/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL82281025468935767968T
Purchased by	: NAMDEV CONSTRUCTION PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NAMDEV CONSTRUCTION PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: NAMDEV CONSTRUCTION PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 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 AFFORDABLE PLOTTED COLONY

This agreement made on the 07th day of May, 2021 between

For Namdev Construction Private Limited

Director/Auth. Signatory

Director
Town & Country Planning
Haryana, Chandigarh

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

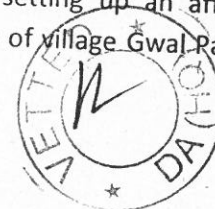
M/s Namdev Construction Pvt. Ltd. the Company duly incorporated by the provision of the Companies Act 1956 having its registered office at LGF-10, Vasant Square Mall, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi-110070 & corporate office at Suncity Business Tower, 2nd Floor, Sector 54, Golf Course Road, Gurugram, Haryana (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 assignees acting through its authorized signatory Sh. Navneet Kumar duly authorized vide board Resolution dated 09.03.2021 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 the Owner/Developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto for the purposes of converting & developing it into affordable residential plotted colony under Deen Dayal Jan Awas Yojana -2016.

AND WHEREAS under Rule 11 of the Haryana Development & Regulation of Urban area Rules, 1976 (hereinafter referred to as "Rules") one of the conditions for the grant of licence is that the Owner/Developer shall enter into an agreement with the DIRECTOR for carrying out and completion of development works in accordance with the licence finally granted for setting up an affordable residential plotted colony on area admeasuring 9.5 acres in revenue estate of village Gwal Pahari, at Sector 2, Gwal Pahari tehsil Wazirabad, District Gurugram.



NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the DIRECTOR agreeing to grant licence to the Owner/Developer to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in rule 11 by the Owner/Developer, the Owner/Developer hereby consents as follows:-
 - a. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issuance of the completion certificate under rule 16 unless earlier relieved of this responsibility, when the Owner/Developer 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.

For Namdev Construction Private Limited

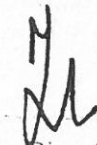
Director/Auth. Signatory

Director
Town & Country Planning
Haryana, Chandigarh

- b. That the Owner/Developer shall deposit thirty 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 this amount shall only be utilized by the Owner/Developer 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 Owner/Developer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with the 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.
- 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 provisions of the Act or these Rules, then and in any such case, and notwithstanding the waiver of any previous clause or rights, the DIRECTOR, may cancel the licence granted to the Owner/Developer.
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' herein before used shall include his hirers, legal representatives, successors and permitted assigns.

For Namdev Construction Private Limited


Director/Authorized Signatory


Director
Town & Country Planning
Haryana, Chandigarh

6. After the layout and development work completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner de-mortgage the 15% salable area, mortgage on the account of BG required to be deposited against the cost of internal development work. However before de-mortgage of the said area the owner has to submit bank guarantee equivalent to 15th 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 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 or part thereof in respect of the colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the Owner/Developer release the bank guarantee or part thereof 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 OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1.

Abhishek Singh
ABHISHEK SINGH S/o Sh. S. Kumar
R/o 10/123, S.E. Sect-3, Rajendra Nagar,
Salubabad, Ghaziabad, (U.P.)

For Namdev Construction Private Limited

[Signature]
Director/Auth. Signatory

On behalf of Owner /Developer

2.

[Signature]
Director

Town & Country Planning
Haryana, Chandigarh
For and on behalf of GOVERNOR OF HARYANA



सत्यमेव जयते

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LC- VI B

[See Rule 11(1)(h)]

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For Namdev Construction Private Limited

Director/Auth. Signatory

Director

Town & Country Planning
Haryana, Chandigarh

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and

The GOVERNOR OF HARYANA acting through The Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR") of the OTHER PART

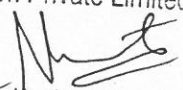
WHEREAS in addition to the agreement executed in pursuance to the provision of rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the "Rules") and the condition laid down therein for grant of license, the Owner/Developer shall enter into Bilateral Agreement with the Director for carrying out the completion of development works in accordance with the license finally granted for setting up an Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy 2016 on land measuring 9.5 acre in Sector 2, revenue state of village Gwal Pahari, district Gurugram, Haryana.

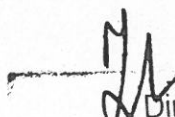
AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the DIRECTOR agreeing to grant license to the Owner/Developer to set up the said colony on the land mentioned in Annexure hereto and on the fulfillment of all the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the Owner/Developer, the Owner/Developer hereby covenants as follows:-
2. That the Owner/Developer would be free to sell the plotted as well as the commercial component of the colony in the open market.
3. That the Owner/Developer shall submit the list of allottees 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 profit of 15% of the total cost of the development of the colony after making provisions with the statutory taxes. In case, the net profit exceed 15% after completion of the project period, surplus amount shall either be

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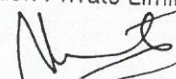

Director/Auth. Signatory

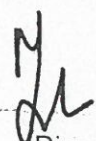

Director
Town & Country Planning
Haryana, Chandigarh

deposited in 2 months in the State Government treasury by the Owner/Developer or he shall spend this money on further amenities/facilities in the said colony for the benefit of the residents therein.

6. That the Owner/Developer shall submit the certificate to the DIRECTOR within 90 days of full and final completion of the project from a Chartered Accountant that the overall net profit (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
7. That the Owner/Developer will transfer 10% area of the license colony free of cost to the Government for the provisions of the Community facilities. This will give flexibility to the DIRECTOR to work out the requirement of the community infrastructure at sector level and accordingly make provision since the area will be received in the compact block, it will help in the optimal utilization of area. Further the cost of the area so transferred shall not be recovered from the allottees in any case.
8. That the Owner/Developer shall be responsible for maintenance and upkeep of all roads, open spaces of the said colony for a period of five year from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public parks free of cost to the Government or the local authority, as case may be.
9. That the Owner/Developer shall deposits 30% of the amount realized by him from the unit/plot holder from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank, and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works and construction works of the colony.
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 development works in the said colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of execution of the development works in accordance with the license granted.
11. That the Owner/Developer shall carry out at his own expenses any other works that 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 work has been furnished on the interim rates of development works and construction of the community buildings. The Owner/Developer will submit additional bank guarantee, if any at the time of approval of service plan/estimate according to the approved layout plan. (This clause will not be applicable in case of 15% of saleable area is mortgaged on the account of the said bank guarantee).
13. That the Owner/Developer shall abide by the terms and conditions of the policy of the Affordable Residential Plotted Colony under Deen Dayal Jan awas Yojana – 2016.

For Namdev Construction Private Limited


Director/Auth. Signatory


Director
Town & Country Planning
Haryana, Chandigarh

14. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots and the same ownership shall be permitted.
15. That the Owner/developer shall complete the project within seven years (5+2) from the date of grant of license 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.
17. That the Owner/Developer shall integrate the bank account in which 70% allottee receipt are credited under section 4(2)(I)(D) of the Real Estate Regulation and Development Act, 2016 with the online application and payment gateway of the department, in such a manner so as to ensure that the 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited into the EDC head in the State treasury.
18. 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 the receipt in the Government treasury against EDC dues.
19. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the OWNER/Developer.
20. That 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 deduction with the payment from its own funds to ensure that by the EDC installment that are due for the payment that paid as per prescribe schedule.

INWITNESS WHERE OF THE OWNER AND THE DIRECTOR have signed this deed on the date and the year first above written.

WITNESSES

1. *Abhishek Singh*
ABHISHEK SINGH S/O S. S. KUMAR
No 10/123, SF, Sector 13, Rander Nagar
Sahibabad, Ghaziabad (U.P.)

For Namdev Construction Private Limited

[Signature]
Director/Auth. Signator

On behalf of Owner /Developer

2.

[Signature]
Director
Town & Country Planning
Town & Country Planning, Haryana, Chandigarh
For and on behalf of GOVERNOR OF HARYANA


ANNEXURE

Schedule of Land

Village	Rect. No.	Killa No	Kanal	Marla	Acre
Gwal Pahari	7	25/1	5	17	
		25/2	2	3	
		25/3	1	1	
	14	5/2	5	0	
		6	7	8	
		14/2	0	9	
		15	7	8	
		16	7	8	
		17	8	0	
		24	8	0	
	24	4	8	0	
		7	8	0	
		14/1/3	2	7	
		14/1/1	0	1	
		15/1	3	13	
		16/1/2	1	5	
		Total	76	0	9.5



For Namdev Construction Private Limited


 Director/Auth. Signatory