

Bond*



Indian-Non Judicial Stamp Haryana Government



Date : 06/02/2023

Certificate No. G0F2023B2280



Stamp Duty Paid : ₹ 101

GRN No. 98834638



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Jms Infra build Pvt Ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 89*****25



Purpose : AGREEMENT to be submitted at Others

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LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR SETTING UP AFFORDABLE PLOTTED COLONY

This Agreement is made on this , day of , 2023.

Between

JMS Infra Build Private Limited having their office at, Plot No 2380-SP, Sector 46, Gurugram hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Pushpender Singh.

.....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




Director General
Town & Country Planning
Haryana, Chandigarh

in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, 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 under Deen Dayal Jan Awas Yojna over area measuring 15.06875 acres, in the revenue estate of village Sohna, Sector 5, District Gurugram in terms of LOI memo no LC-4834/JE(DS)2013/2163 dated 23.01.2023.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

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 on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-

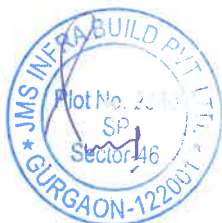
1. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
4. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
5. That the owner/Developer shall deposit 30% of the amount realized by him from the Flat Holders from time to time within 10 days of its realization in a separate account to be




Director General
Town & Country Planning
Haryana, Chandigarh
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maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

6. That the Owner shall pay the EDC as per schedule date and time s and when demand by the DTCP, Haryana. *Rs 1214.247 lac* *25% of EDC shall be payable before grant of licence & balance 75% shall be payable in five six monthly instalments.*
7. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of licence and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.
8. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
9. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
10. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owner/Developer shall be bound to make the payment within the period so specified.
11. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.
12. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.



[Signature]
Director General
Town & Country Planning
Haryana, Chandigarh
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13. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.
14. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.
15. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.
16. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the licence period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of licence.
17. 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 insuring due compliance of the execution of the development works in accordance with the licence granted.
18. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
19. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
20. 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 Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
21. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the on-line application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.




Director General
Town & Country Planning
Haryana, Chandigarh

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FORM LC-IV-B

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER DDJAY-2016**

This Agreement is made on this _____ day of _____ 2022.

Between

JMS Infra Build Private Limited having their office at, Plot No 2380-SP, Sector 46, Gurugram (hereinafter called the "Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Pushpender Singh S/o Sh. Dharam Singh.

.....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 in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Residential Plotted colony under Deen Dayal Jan Awas



Director General
Town & Country Planning
Haryana, Chandigarh

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Yojna over area measuring 15.06875 acres, in the revenue estate of village Sohna, Sector 5, District Gurugram in terms of LOI memo no LC-4834/JE(DS)2013/2163 dated 23.01.2023. AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land mentioned in Annexure hereto and on the fulfillment of 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 hereunder covenants as follows:-

1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of DDJAY-2016 Policy as amended from time to time, which shall be followed in letter & spirit.
3. The terms and condition of the policy parameters as prescribed under the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 Policy dated 08.02.2016 as amended from time to time and enclosed as Annexure-1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.
4. The Owner/Developer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time. This will give 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 optimal utilization of the area.
5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the DDJAY-2016 Policy dated 08.02.2016.
6. That all plots in the project shall be allotted strictly as per the DDJAY-2016 Policy as amended from time to time.




Director General
Town & Country Planning
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7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy dated 08.02.2016.
8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Residential Plotted Colony under DDJAY-2016 after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.
9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per DDJAY Policy dated 08.02.2016 as amended from time to time).
10. That any other condition which the Director may think necessary in public interest can be imposed.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESS:

1. Sharmenvelog Kumar
S/o Pannu Nath
1054, Sector-15-B
Chandigarh

2. _____

OWNER/DEVELOPER


Director General
Town & Country Planning
Haryana, Chandigarh

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH