

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 13/07/2023 **51A**

Certificate No. ROM2023G2302



Stamp Duty Paid : ₹ 101

GRN No. 105090459



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Patanjali buildcon pvt ltd

H.No/Floor: 0

Sector/Ward: 0

LandMark: 0

City/Village: Rohtak

District: Rohtak

State: Haryana

Phone: 99*****41



Buyer / Second Party Detail

Name: Director town and country Country planning

H.No/Floor: 0

Sector/Ward: 0

LandMark: 0

City/Village: Chandigarh

District: Chandigarh

State: Chandigarh

Phone: 99*****41

Purpose: AFFIDAVIT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrastry.nic.in>

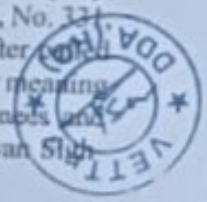
FORM LC-IV -A

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY

THIS AGREEMENT is made on 11th day of September, 2023 (Two Thousand and Twenty-Three)

BETWEEN

PATANJALI BUILDCON PRIVATE LIMITED (CIN No. U70109DL2012PTC243704) (PAN.:AAGCP8541G), a private limited company, incorporated under the Companies Act, 1956, having its registered office at H. No. 334 Sector-2, Near Sanatan Dhatam Mandir Rohtak, Haryana, 124001 (hereinafter referred to as the "**Company**") which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Ms. Balwan Singh, Director of the **FIRST 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**.

Director General
Town & Country Planning
Chandigarh

FOR PATANJALI BUILDCON PVT. LTD.

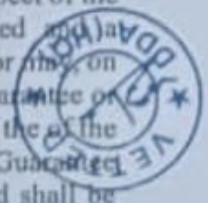
Balwan Singh
DIRECTOR

- xiii. The colonizer can execute a flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS policy framed by the State Govt.
- xiv. No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS flat holder.
- xv. If there is an increase in the prescribed minimum Size of EWS flat, then extra amount can be recovered at the prescribed rate from the EWS flat holders.

q) That the Owner shall derive maximum net profits @ 15% of the total project cost of development of the above said Group Housing colony after making provisions of statutory taxes. In case the 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 they shall spend this money on further amenities/ facilities in their colony for the benefit of the resident therein..

Further the Owner shall submit the following certificates to the Director within ninety days of the full and final completion of the project from a Chartered Accountant that: -

- (a) The overall net profit (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) A minimum of 15% in case of economically weaker section/lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- (c) The Owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.
- r) After the layout plans and development works or part thereof in respect of the Group Housing colony or part of thereof have been completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf, from the Owner, release the bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Group Housing colony completed shall be released and provided further that the bank guarantee equivalent to one fifth amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period five year from the date of issue of completion certificate under Rule 16 or

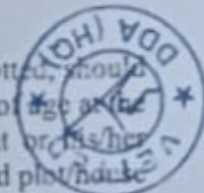


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 Director General
 Housing Planning
 Government of India

FOR PATANJALI BUILDCON PVT. LTD.
Bahman Singh
 DIRECTOR

issued to them for ensuring due compliance of the execution of the layout plans and the development works in accordance with the license granted.

- m) That the pace of construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- n) That the Infrastructure Development Charges are fully paid by the owner @ Rs. 625/- per Square meter for the Group Housing component and @ Rs. 1000/- per square meter for the commercial component of the gross area of said Group Housing Colony.
- o) That the Owner shall carryout at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- p) That the Owner shall reserve 15% of the total number of flats Developed or proposed to be developed for allotment to economically weaker sections categories and the area of such a flat shall not be less than 200 sq ft. These flats shall be allotted at the maximum cost of Rs. 1,50,000/- in the following manner:-
- i. That for the allotment of the flats the Owner shall invite applications for allotment through open press from eligible member of economically weaker sections categories, as defined by the State Government/Housing Board, Haryana. The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - ii. That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw, by the Owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and condition of the sale within the stipulated time period prescribed by the Owner.
 - iii. That the Owner while calling the applications for the allotment of economically weaker section/lower income group categories of flats in the colony shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
 - iii (a). That the person/applicant to whom EWS flats would be allotted, should have domicile of Haryana and should be completed 18 years of age at the time of registration of application and the person/applicant or his/her spouse or his/her dependent children who were earlier allotted plot/flat by the Housing Board, Haryana, HUDA/HSVP or any colonizer will not be entitled to make application, even if the person (belongs to EWS category) have transferred the same to some other person.
 - iv. That any person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in HUDA/HSVP



FOR PATANJALI BUILDCON PVT. LTD.

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Bahmani Singh

DIRECTOR

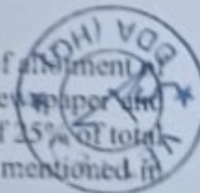
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Sector/ licensed colony in any of the Urban Area in the State, will be eligible for making the application.

- v. That first preference will be given to the BPL families listed in the same town and followed by listed in the District and the State.
- vi. That complete scheme shall be floated for allotment in one go within four months from issuance of part occupation certificate of EWS flats.
- vii. That the Owner will make the scheme transparent, advertisement will be given in one of the leading English National dailies and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said district and should include details like schedule of payment, number of plots/flats, size etc., The advertisement should also highlight the other essential requirements as envisaged in the policy of government.
- vii (a) That the colonizer / Owner after scrutinizing the applications i.e. EWS categories will submit the list of eligible candidates to the concerned senior town planner within a period of 8 weeks and shall take following action as the case may be :-

If some applications are incomplete in terms of minor deficiencies like signature/ BPL proof etc, the colonizer shall give chance to them by writing a letter and giving advertisement in same leading newspapers in special circumstances. However, these applicants may be included in the draw and if such applicants become successful in draw, 15 days' time period maybe granted to them to remove the said shortcomings, falling which their claim shall stand forfeited.

- viii. That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least cadre of Haryana civil Services), Senior Town Planner of the Circle, representative of the Director, Town and Country Planning (DTCP) and Owner concerned.
- ix. That the date of draw of lots will be fixed by the concerned STP, within 4 weeks after scrutiny of the applications and the result will also be published in the newspapers as referred in (vii) above.
- ix (a) That the colonizer/ Owner will advertise the date of draw of allotment of EWS categories flats and when of draw of lot in same newspaper and also the list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper as mentioned in clause vii of this agreement.
- ix (b) That in case, the person/ successful applicants do not remove the deficiencies in their application within the prescribed period of 15 days, then in such a situation, the flats can be offered to the applicants under waiting list as per the seniority in the waiting list. However, the entire



Urban
Planning
Department
Haryana

process of allotment after this period of 15 days shall be completed within 3 months.

- ix (c) That for unsuccessful candidates, refund of registration/ earnest shall be made within two months from the date of draw, but the same shall be without interest/compensation. The earnest money of the person/applicants in the waiting list may be retained by the colonizers/ Owner till the process of allotment of successful allottees/ applicants is complete. Thereafter, the case any person/applicant in waiting list requests for refund of earnest money, even during the process of allotment, the colonizer/ Owner shall refund the same within a period of one month from receipt of the request without making any deductions.
- ix (d) That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
- ix (e) That the Owner will get commensurate number of buildings plans of EWS component approved while submitting the building plans of main component in Group Housing Component.
- x. That Owner will ensure that at the time of grant of occupation certificate in case of Group Housing colony and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed and allotted and plots reserved for EWS are also allotted.
- xi. That the allotment of these plots/flats can also be made with the approval of the Govt. to a specific category of people in public interest on recommendation of a committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA/HSVP, STP and DTP. This category shall include slum-dweller, occupying precious Govt. land and who are to be rehabilitated as per policy/court orders etc., or persons who have constructed houses on the acquired land and are eligible for rehabilitations as per Govt. decisions/court orders or the persons who have to be allotted oustees quota but the same are not readily available with HUDA/HSVP/Govt.
- xii. That no maintenance charge is recoverable from EWS flat holders. However, Colonizer/ Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are proved by the Colonizers/Association.

FOR PATRAJALI BUILDCON PVT LTD.

Balwansingh
DIRECTOR

earlier in case the Owner is relived of the responsibility in this behalf by the Government. However, the Bank Guarantee regarding the External Development Charges shall be released by the Director in Proportion to the payment of the External Development Charges received from the Owner.

- s) 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 shall submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction, as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within thirty days on demand.
2. Provided always and it is hereby agreed that if the Owner commit any Breach of terms and conditions of this agreement or violate any provisions of the Act and Rules, then and in any such case and notwithstanding the waiver or any previous clause of right, the Director, may cancel the licence granted to them.
3. Upon cancellation of the license under clause 2 above, the action shall be taken as provided in the Haryana Development and Regulation of the Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.
4. That the Owner shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till completion of External sewerage system by HUDA/HSVP and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make arrangement for water supply, sewerage, drainage etc., to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA/HSVP.
5. That the Owner 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 of site in Licensed land for transformer/switching stations electric substations as per the norms prescribed by the power utility in the zoning plan of the project.
6. The stamp duty and registration charges on this deed shall be borne by the Owner.
7. The expression the "Owner" hereinbefore used/ shall include representatives, successors and permitted assignees.
8. That any other condition which the Director may think necessary in public interest can be imposed.
9. That the Owner shall pay the Labour Cess charges as per the policy instructions issued by Haryana Government vide memo no. Misc-2057-5/25/2008/2TCP dated 25.02.2010.



Director General
Country Plot
Haryana

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FOR PATANJALI BUILDCON PVT. LTD.

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Bahman Singh
DIRECTOR

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

<p>DIRECTOR TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH</p> <p>For and on behalf of the Governor of Haryana</p> <p>Signature: _____ Name: _____ Date: _____ Address: _____</p>	<p>For and on behalf of the Patanjali Buildcon Pvt. Ltd.</p> <p>FOR PATANJALI BUILDCON PVT. LTD.</p> <p>Signature: <u>Balwan Singh</u> Name: _____ DIRECTOR Date: _____ Address: H, No. 331, Sector-2, Near Sanatan Dhatam Mandir Rohtak, Haryana, 124001</p>
<p>Witnesses</p> <p>1. Signature: _____ Name: _____ Date: _____ Address: _____</p>	<p>Witnesses</p> <p>1. Signature: <u>राज बाल</u> Name: _____ Date: _____ Address: H, No. 331, Sector-2, Near Sanatan Dhatam Mandir Rohtak, Haryana, 124001</p>
<p>2. Signature: _____ Name: _____ Date: _____ Address: _____</p>	<p>FOR PATANJALI BUILDCON PVT. LTD.</p> <p>2. Signature: <u>Balwan Singh</u> Name: _____ DIRECTOR Date: _____ Address: H, No. 331, Sector-2, Near Sanatan Dhatam Mandir Rohtak, Haryana, 124001</p>


Director General
Town & Country Planning
Haryana Chandigarh




transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third-party right will be created on the community sites without obtaining the Owner prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

- e) (i) That the external development charges (EDC) are fully paid by the owner for the area earmarked for Group Housing scheme.
- (ii) That the rates, schedule and terms and conditions of external development charges as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner 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 interest from date of grant of license.
- f) That the Owner shall not be allowed to recover any amount on account of internal community building from the flats holders.
- g) That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of the Haryana Apartment Ownership Act, 1983.
- h) That the Owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- i) That the responsibility of the ownership of the common area and facilities as well as their management and maintenance shall continue to vest with the owner/ colonizer till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- j) That the Owner shall be responsible of the maintenance and up- keep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for five years from the date of issue of the completion certificate under Rule 16 unless earlier relieved of this responsibility, upon 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.
- k) That the Owner shall deposit 30% of the amount realized by them from flat holders/ unit holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank. This amount shall only be utilized by the Owner towards meetings the cost of internal development works and construction works in the colony.
- l) That the Owner shall permit the Director or any other officer authorized by them in this behalf to inspect the execution of the layout and the development works in the said Group Housing colony and the colonizer shall carry out all directions

FOR PATANJALI BUILDCON PVT. LTD.

Balwan Singh
DIRECTOR

WHEREAS the Owner is in possession of the land mentioned in Annexure to LC-IV for the purpose of converting into a Group Housing Colony.

AND WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for the grant/ transfer of license, the Owner shall enter into a bilateral agreement with the Director for carrying out and completion of development works in accordance with the license finally granted/ transferred for setting up a Group Housing Colony over the said land measuring 2.44375 acres for situated at Village Bohar, sector 35, rohtak, 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/ transfer license to the Owner to set up the said Group Housing Colony on the land mentioned in Annexure to form LC-IV and on the fulfillment of the conditions of this Bilateral Agreement, the Owner shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:

- a) That in case of Group Housing Colony, adequate accommodation shall be provided for domestic servants and other services population of economically weaker section and number of such dwelling units shall not be less than 15% of the number of main dwelling units and the area of such a unit shall not be less than 200 Sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- b) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the building by-laws and regulations in force in that area and shall conform to the Haryana Building Code 2017, National building Code with regard to the inter se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the Owner.
- d) The Owner shall construct at its own cost or get constructed by any other institution or individual at its own cost, the schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of 4 years from the date of grant/ transfer of license extendable by the Director for another period of 2 years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost in which case the Government shall be at liberty to

Director General
Country Planning
Gurgaon, Chandigarh

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FOR PATANJALI BUILDCON PVT. LTD.

Balraj Singh
DIRECTOR