

हरियाणा HARYANA

K 836324

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 09 day of February 2024.

Between

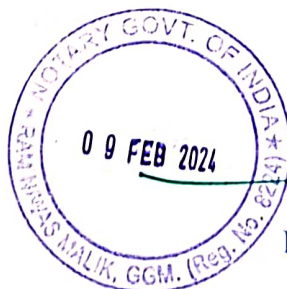
M/s. Tula Realtor Private Limited, Suraj Bhan s/o Sh. Dharampal, Saroj Yadav w/o Sh. Suraj Bhan, Harsh Yadav s/o Sh. Mahesh Yadav, Dagar Hospitality and Infrastructure Pvt Ltd in collaboration Tula Realtor Private Limited Regd. Office - G-14, Ground Floor, Jangpura Extension, New Delhi - 110014 (hereinafter called the "Owner/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 Shri Manish BhupinderKumar Bakshi respectively.

.....Of the ONE PART

And

For TULA REALTOR PVT. LTD.


Authorised Signatory



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

..... Of the OTHER PART

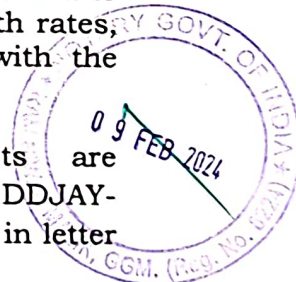
WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into 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 Yojna-2016 on the land measuring 19.1750 Acre in Sector - 1, Pataudi, District - Gurugram, Haryana.

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

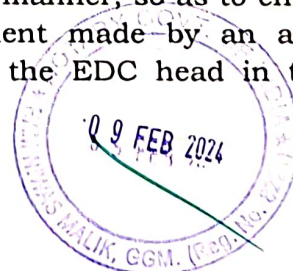


policy dated 08.02.2016 as amended from time to time. This will give flexibility to the Director to workout the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area. OR the applicant company shall develop such area in accordance with clause no 4(j) of policy dated 08.02.2016 and amendment dated 25.08.2022

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.
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.
11. 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.

For TULA REALTOR PVT. LTD.


Authorised Signatory



12. That such 10% of the total receipts from each, payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
13. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
14. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/ developer. The owner/ developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.

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

Witnesses:-

1.

The Owner/Developer
M/s. TULA REALTOR PRIVATE LIMITED
For TULA REALTOR PVT. LTD.


Authorised Signatory

Dated.....

Authorized Signatory

**DIRECTOR TOWN AND COUNTRY
PLANNING HARYANA, CHANDIGARH
FOR and on behalf of the Governor of
Haryana.**

2.

Dated.....



ATTACHED
RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA