

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 29/08/2022

Certificate No. G0292022H2360



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No 93825273



Penalty ₹ 0

(Rs. Zero Only)

Deponent

Name : Jms Buildwell realty Pvt Ltd

Plot No/Floor : Na

Sector/Ward : 44

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 18th day of October, 2022.

Between

M/s JMS Buildwell Reality Private Limited having its registered office at Plot No 2380 SP, Sector-46 Gurugram (hereinafter called the "Owners/Developers"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its director/authorized signatory namely Mr Pushpender Singh s/o Dharam Singh R/o Village Wazirpur, Tehsil Harsaru, Gurugram.

.....Of the ONE PART

And



1

[Signature]
Director General
Town & Country Planning
Haryana, Chandigarh



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

..... Of the OTHER PART

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/Developers shall enter into an Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up Colony on the land measuring 5.0458 acres, Village- Wazipur of M/S JMS BUILDWELL Realty PVT LTD tehsil harsaru, Sector 95-A District Gurugram, Haryana.

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,



Secy General
Town & Country Planning
Haryana, Chandigarh



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 owners/Developers shall deposit 30% of the amount realized by him from the Plot Holders 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 Owners/Developers towards meeting the cost of internal development works of the colony.
6. That the Owner/Developers has paid 25% EDC at the Tentative rate of Rs. 104.096 Lacs/Acres (Rs. One Crore Four Lacs Nine Thousand Six Hundred Only) for colony (other than commercial) component and Rs. 416.385 Lacs /Acres (Rs. Four Crore Sixteen Lacs Thirty Eight Thousand Five Hundred Only) for commercial component. Balance 75 % of EDC shall be paid in 6 equal six monthly installments of 12.5% each.
7. First installment of 12.5 percent of the total amount of EDC shall be payable within a period of 30 days from the date of grant of licence.
8. Balance 62.5 Percent in 5 equated Six monthly installments along with interest at the rate of 12% per annum which shall be charges on the unpaid portion of amount worked out at the tentative rate of Rs. 104.096 Lacs per gross acre of total colony (other than commercial component) and Rs. 416.385 Lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
9. That the Owner shall pay the EDC as per schedule date and time s and when demand by the DTCP, Haryana.
10. 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.
11. In case the Owners/Developesr 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.
12. 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.

13. 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 Owners/Developers to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owners/Developers shall be bound to make the payment within the period so specified.
14. The Owners/Developers shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owners/Developers fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owners/Developers 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 Owners/Developers, for which the Owners/Developers 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.
15. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
16. The Owners/Developers 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.
17. That the Owners/Developers shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.
18. That the Owners/Developers shall complete the Internal Development Works within four years of the grant of licence.
19. 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 Owners/Developers 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.

20. That the Owners/Developers 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 Owners/Developers 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.
21. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owners/Developers.
22. 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.
23. Provided always and it is hereby agreed that if the Owners/Developers 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 Owners/Developers.
24. That the owner/ developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
25. 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 receipt in the Government treasury against EDC dues.
26. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
27. 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 deductions with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.

28. The stamp duty and registration charges on ~~this deed~~ shall be borne by the Owners/Developers.

29. 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:


 *Vaun Sharma*
233/38 Faridabad

Owner/Developer



AUTHORIZED SIGNATORY

2.


SONIL SR. TEYAL
VPO. Mayaband (ROHTAK)

DIRECTOR


Director General
Town & Country Planning
Haryana, Chandigarh

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA





Indian-Non Judicial Stamp
Haryana Government



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Deponent

me : Jms Buildwell realty Pvt ltd

Vo/Floor : Na

Sector/Ward : 44

Landmark : Na

y/Village : Gurugram

District : Gurugram

State : Haryana

one : 89*****25



urpose : AGREEMENT to be submitted at Others

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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 18th day of October, 2022.

Between

M/s JMS Buildwell Reality Private Limited having its registered office at Plot No 2380 SP, Sector-46 Gurugram (hereinafter called the "Owners/Developers"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees. acting through its director/authorized signatory namely Mr Pushpender Singh s/o Dharam Singh R/o Village Wazirpur, Tehsil Harsaru, Gurugram.

.....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

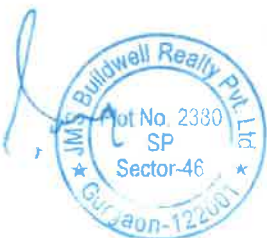
WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owners/Developers shall enter 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 5.0458 acres, Village- Wazirpur falling in Sector 95-A 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 Owners/Developers 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 Owners/Developers, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owners/Developers. The Owners/Developers hereunder covenants as follows:-

1. That the Owners/Developers 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 Owners/Developers 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 Owners/Developers 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 Owners/Developers 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.




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Town & Country Planning
Haryana, Chandigarh

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 Owners/Developers 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 Owners/Developers 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 Owners/Developers 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 Owners/Developers 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.
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






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Town & Country Planning
Haryana, Chandigarh

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 OWNERS/DEVELOPERS AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESS:

1.  Vansh Sharma
8/336/38 Faridabad
2.  Sonil S. TEYAL
Upo. NAYABANUS (ROHTAK)

OWNERS/DEVELOPERS


Director General
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

