



Indian-Non Judicial Stamp Haryana Government



Date : 14/09/2022

Certificate No. G0N202211573



Stamp Duty Paid : ₹ 101

GRN No. 94446592



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Sadan Realtech Pvt Ltd

H.No/Floor : 4th floor

Sector/Ward : 51

Landmark : M2k corporate park

City/Village : Samaspur

District : Gurugram

State : Haryana

Phone : 87*****40



Purpose : AGREEMENT to be submitted at Other

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FORM LC-IV

(See Rule-11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER DEEN DAYAL JAN AWAS YOJNA-2016

This agreement is made and executed at Chandigarh on the 21st day of October, 2022.

BETWEEN

M/s. Sadan Realtech Pvt. Ltd. having its registered office at 4th Floor, M2K Corporate Park, N Block, Mayfield Garden, Sector-51, Gurugram, through its authorized signatory Gautam Kumar Bhartia S/o Shri Shiv Kumar Bhartia (hereinafter called the "Owner") 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 is in possession of the otherwise well entitled to the land mentioned in Annexure here to for the purposes of converting into residential/Commercial/industrial colony,

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

AND WHEREAS under rule 11, one of the conditions for the grant of license is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up an affordable residential plotted colony under DDJAY of area measuring 14.1375 acres falling in the revenue estate of village Dhanwapur, Sector-104, Distt. Gurugram, Haryana (hereinafter referred to as said colony).

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1 In consideration of the Director agreeing to grant licence to the Owner/Developers to set up the said colony on the land mentioned in **Annexure "A"** hereto on the fulfillment of all the conditions laid down in the Rule-11 by the owner/developers hereby converts as follows:-
 - a) That the owner/ developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section-4(2)(I)(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.
 - b) 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.
 - c) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
 - d) 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.
 - e) That the owner shall pay proportionate development charges as and when required and as determined by the Director in respect of External Development Charges.
 - f) That the owner/developer shall responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of his responsibility, and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt, or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

For Sadan Realtech Pvt. Ltd.

Love
Director/Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh

- g) 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 his amount shall only be utilized by the owner/developer towards meeting cost of Internal Development Work in the colony.
- h) 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 colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with license granted.
- i) That without prejudice to anything contained in this agreement all the provision 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 shall commit any breach of the terms and conditions of this agreement or violate any provision of Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to him.
3. Upon cancellation of the license under clause 2 above, the Government may acquire the area of aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in the event shall stand forfeited in favour of the Director.
4. The stamp and registration charges on this deed shall be borne by the Owner.
5. The expression that 'Owner' herein before used shall include his heirs, legal representatives, successors and permitted assigns.
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 demortgage the 15% saleable area, mortgage on the account of BG required to be deposited against the cost of internal development works. However before demortgage of the said area the owner has to submit bank guarantee equivalent to 1/5th 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 under 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 work completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner against the release of the bank guarantee, the BG shall be released 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 year from the date of issue of the completion certificate under rule 16 or either in case the owner is relieved of the responsibilities in this behalf by the Government.

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

In witness where of the Owner and the Director have signed this deed on the day and year first above written.

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory

(Gautam Kumar Bhartia)


Director General
Town & Country Planning
Haryana, Chandigarh

Witness

1. Yashwinder Singh
Hono-1, vill. Thana Gobindgarh
Distt. Mohali

2.



Annexure-A**Details of Land owned by M/s. Sadan Realtech Pvt. Ltd.:**

Village	Rect. No.	Kila No.	Total Area		Applied Area		
			K	M	K	M	S
Dhanwapur	51	21/1/2/3/1 min	3	13	0	11	0
	44	24	7	11	7	11	0
		25/1 min	4	13	3	3	6
	52	5/1 min	5	19	4	9	4
		15/3 min	3	8	2	19	1
		16/1	3	12	3	12	0
		25/1/1 min	1	18	1	3	2
		5/2 min	1	11	1	3	3
		6 min	8	0	6	11	3
		7/1	1	8	1	8	0
		15/2	4	3	4	3	0
		16/2	4	8	4	8	0
		25/1/2 min	2	6	2	5	4
		4	8	0	8	0	0
		7/2/1	0	7	0	7	0
		14/2/2	0	12	0	12	0
		17/1/1	0	12	0	12	0
		24/1/2	0	6	0	6	0
	44	23	8	0	8	0	0
		18/2	4	0	4	0	0
		22/2	5	12	5	12	0
	52	2/2	5	12	5	12	0
		3	8	0	8	0	0
		14/1	2	12	2	12	0
		17/2	2	12	2	12	0
		8	8	0	8	0	0
		13	8	0	8	0	0
		18 min	8	0	7	8	4
Total Area=					113	2	0
(In Acres) =					14.1375 Acres		

For Sadan Realtech Pvt. Ltd.



Director/Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh

Bond	 Indian-Non Judicial Stamp Haryana Government 		Date : 14/09/2022
Certificate No.	G0N202211521		Stamp Duty Paid : ₹ 101
GRN No.	94446095		Penalty : ₹ 0
Deponent			(Rs. Only)
Name :	Sadan Realtech Pvt Ltd		
H No/Floor :	4	Sector/Ward :	51
City/Village :	Samaspur	District :	Gurugram
Phone :	87*****40	State :	Haryana
			
Purpose : AGREEMENT to be submitted at Other			

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FORM LC-IV B
[See Rule 11(1) (h)]

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP AN
AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER
DEEN DAYAL JAN AWAS YOJNA-2016**

This agreement is made and executed at Chandigarh on the 21st day of October, 2022.

BETWEEN

M/s. Sadan Realtech Pvt. Ltd., having its registered office at 4th Floor, M2K Corporate Park, N Block, Mayfield Garden, Sector-51, Gurugram, through its authorized Signatory Gautam Kumar Bhartia S/o Shri Shiv Kumar Bhartia (hereinafter called the "**Owner**") 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**.

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory


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 Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of license, the Owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the License granted for setting up of an Affordable Residential Plotted colony under Deen Dayal Jan Awas Yojna-2016 on the land measuring 14.1375 acres falling in the revenue estate of village Dhanwapur, Sector-104, Distt. Gurugram, Haryana(hereinafter referred to as said colony).

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

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 the Annexure "A" hereto on the fulfillment of all the conditions of this bilateral agreement, the owner/developer, his legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms & conditions of this bilateral agreement executed by the Owner/Developer, the Owner/Developer hereunder covenants as follows:-
 - (i) That after the colony has been laid out according to approved layout plans and internal development works have been executed according to the approved designs and specifications, the Owner/Developer shall make an application to the Director in Form LC-VIII alongwith an Infrastructure Augmentation Charges if not paid earlier in accordance with the provision of Section 3(7) of the Act.
 - (ii) If owner/developer seeking exemption from the payment of such Infrastructure Augmentation Charges, shall submit a certificate regarding having restricted its profit-margin to fifteen percent (15%) from the licence project, in accordance with such condition imposed in the bilateral agreement at the time of grant of licence, along with all necessary documents e.g., audited book of accounts for the project, a certificate to this effect from a Chartered Accountant, etc. to the satisfaction of the Director.
 - (iii) That the Director shall consider all such requests based on their individual merits and shall decide to conduct an independent audit of books of accounts by any independent agency of its choice. After satisfying itself about the merits of the case, the Director shall decide as to the grant of such exemption from the payment of Infrastructure Augmentation Charges or refuse to issue such exemption, by means of a speaking order, after affording the applicant an opportunity of being heard.
 - (iv) That the owner/developer shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory

Director General
Town & Country Planning
Haryana, Chandigarh

- (v) That the owner/developer shall complete the project within seven years (5+2 years) from the date of grant of the licence.
- (vi) That the owner/developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (vii) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in colony and the colonizer shall carry out all directions issued to him for ensuring the compliance of the execution of the layout plans and the development works in accordance with the license granted.
- (viii) That the owner would be free to sell the residential as well as commercial plots of the affordable Residential Plotted Colony in the open market.
- (ix) That the owner shall submit the list of allottee(s) to the Director twice a year.
- (x) That the record of such allotment shall be open for inspection by the State Government.
- (xi) That the Owner will transfer 10% area of the licensed colony free of cost to the Government for the provision of the community facilities. This will give the flexibility to the Director to work out 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 the optimal utilization of the area. Further, the cost of the area so transferred shall not be recovered from the allottee(s) in any case.
- (xii) That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within (10) ten days of its realization in a separate account to be maintained in the scheduled bank and that this amount shall only be utilized for construction works in the colony.
- (xiii) That the guarantee of the internal development work has been furnished on the interim rates for development work and construction of the community buildings. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approval layout plan (this clause will not be application in case, the 15% of salable area is mortgaged on the account of the said bank guarantee)
- (xiv) That the owner shall abide all the terms conditions of the policy for affordable residential plotted colony under Deen Dayal Jan Awas Yojna-2016.
- (xv) That no clubbing of residential plots for approval of integrates zoning plan of two adjoining plot under same ownership shall be permitted.

For Sadan Realtech Pvt. Ltd.

Director/Authorised Signatory


Director General
Town & Country Planning
Haryana, Chandigarh

2. The Stamp duty and registration charges on this deed shall be borne by the owner/developer.
3. That any other condition which the Director may think necessary in public interest can be imposed.


IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this deed on the date, month and year first above written.


Director General
Town & Country Planning
Haryana, Chandigarh

For Sadan Realtech Pvt. Ltd.


Director/Authorised Signatory
(Gautam Kumar Bhartia)

Witness

1. 
House-1, Vill. Thana Gobindgarh
Distt. Mohali.

2.

Annexure-A

Details of Land owned by M/s. Sadan Realtech Pvt. Ltd.:

Village	Rect. No.	Kila No.	Total Area		Applied Area		
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	Total Area=				113	2	0
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For Sadan Realtech Pvt. Ltd.


Director/Authorised Signatory