Bond



Indian-Non Judicial Stamp Haryana Government



Date: 24/06/2024

Certificate No. G0X2024F4422

GRN No.

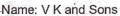
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Stamp Duty Paid : ₹ 101

Penalty :₹ 0 (Rs. Zero Only)

Deponent



H.No/Floor : Na City/Village : Gurugram

Sector/Ward : 30

District: Gurugram

Landmark : Na

State: Haryana

Phone: 85*****01



Purpose: AGREEMENT to be submitted at Others

FORM LC-IV-B

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

This Agreement is made on this _____ day of ____ 2024

Between

VK & Sons Infratech Private Limited, Mr Inderjeet Yadav S/o Sh Jaikishan Yadav in collaboration with VK & Sons Innfratech Private Limited having its office located at 10-A, Ground Floor, Park Centra Sector 30, Gurugram 122001 (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

.....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 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 of an Affordable Plotted Colony (DDJAY-2016) over an area measuring 6.475 Acre in the revenue estate of village Pataudi, Sector- 3 Gurugram being developed by company.

Vk & Sons Infratech Pvt. Ltd.

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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 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, 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. The Owner hereunder covenants as follows:-.

- 1. That the Owner 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 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 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 will transfer 10% area of the licensed 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 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 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.
- 7. That Owner shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy dated 08.02.2016.

Vk & Sons Infratech Pvt. Ltd.

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- 8. That the Owner 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 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 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 AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

For VK & Sons Infratech Pvt Ltd Vk & Sons Infratech Pvt. Ltd.

Authorized Signatory Owner/Developer

Witness:

DIRECTOR
TOWN AND COUNTRY PLANNING, HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

1. _____

2. _____