

Bond



Indian-Non Judicial Stamp
Haryana Government



Date : 04/02/2019

Certificate No. G0D2019B2273



GRN No. 43982559



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Vibhor Home Developers pvt ltd

H.No/Floor : 11

Sector/Ward : Na

Landmark : Dda janta flats panchsheel park

City/Village : New delhi

District : New delhi

State : Delhi

Phone : 0



Purpose : ALL PURPOSE to be submitted at Concerned office

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LC-IV

(See Rule-11)

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
RESIDENTIAL AFFORDABLE PLOTTED COLONY

This Agreement is made on this 20th day of February 2019.



Between

I, Dinesh Kumar, authorized signatory of Lion Infra Developers LLP, Vibhor Home Developers Pvt. Ltd. C/o Vibhor Home Developers Pvt. Ltd. at Plot No.- 11, DDA Janta Flats, Panchsheel Park, Shivalik Road,, New Delhi- 110017, (hereinafter called the "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 Dinesh Kumar.

.....Of the ONE PART

And

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

.....of the OTHER PART

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted

D.T.C.P. (Hr.)

for setting up an Residential Affordable Plotted Colony on the land measuring 9.0625 acres falling in the revenue estate of Village Sohna, Sector 35, District Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing 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 :-
 - a) 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 issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open space, public health service free of cost to the Government or the local authority, as the case may be.
 - b) That the Owner/Developer shall deposit 30% of the amount realized by him from the plot holders from time to time in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
 - c) That the Owner/Developer 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 Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
 - d) That the Owner/Developer shall pay proportional External Development Charges ("EDC") as and when required and as determined by the Director in respect of external development charges.
 - e) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, than in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
3. Upon cancellation of the License under clause-20 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of 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 hirers, legal representatives, successors and permitted assigns.
6. After the layout and development works or part thereof in respect of the said Affordable Residential Plotted Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owner/Developer DE mortgage the 15% saleable area, mortgaged on account of the BG



D.T.C.P. (Hr.)

required to be deposited against the cost of internal development works (if applicable). However before DE mortgage 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 rule 11(a) of Rules, 1976, to ensure upkeep and maintenance of the colony for a period of five years from the date of issuance of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

OR

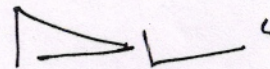
After the layout and development works completed and a completion certificate in respect thereof issued, the Director may on an application in this behalf from the owner against the

release the bank guarantee the bank guarantee shall be released and 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 years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

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

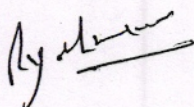
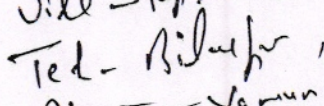


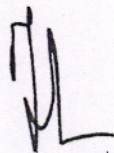
Vibhor Home Developers Pvt. Ltd.



Authorized Signatory

Witness:

1. 
Vill - Taptin (Haryana)
2. 
DIST - Yamunakher



Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR,
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Bond



Indian-Non Judicial Stamp
Haryana Government



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Deponent

Name : Vibhor Home Developers pvt ltd

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Phone : 0



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FORM LC-IV-B

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A

AFFORDABLE PLOTTED COLONY UNDER DEEN DAYAL JAN AWAS YOJNA- 2016

This Agreement is made on this 20th day of February 2019.

BETWEEN

I, Dinesh Kumar, authorized signatory of Lion Infra Developers LLP, Vibhor Home Developers Pvt. Ltd. C/o Vibhor Home Developers Pvt. Ltd. at Plot No.- 11, DDA Janta Flats, Panchsheel Park, Shivalik Road,, New Delhi- 110017, (hereinafter called the "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 Dinesh Kumar.

.....Of the ONE PART

And

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

..... 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

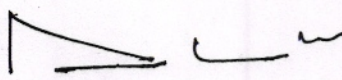
D.T.C.P. (Hr.)

setting up a Residential Affordable Plotted Colony on the land measuring 9.0625 acres falling in the revenue estate of Village Sohna, Sector-35, Sohna, 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:-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony 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 covenanted by him
2. That the owner would be free to sell the residential as well as commercial plots of the colony in the open market.
3. That the owner shall submit the list of allottee(s) to the director twice a year.
4. That the record of such allotment shall be open for inspection by the State Government.
5. That the owner shall derive maximum net profit @15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net 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 he shall spend this money on further amenities /facilities in this colony for the benefit of the residents therein.
6. That 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 the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
7. That the colonizer will transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities. 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. Further the cost of the area so transferred shall not be recovered from the allottees in any case.
8. 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 issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open space, public health service free of cost to the Government or the local authority, as the case may be.
9. That the owner shall deposit the 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in the scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
10. That the owner/ developer 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 affordable residential plotted colony and the owner/ developer shall carry out all directions issued to him for insuring due compliance of the execution of the layout plans and development works in accordance with the license granted.
11. That the owner/ developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said affordable group housing colony.
12. 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


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the approval of services plan/estimate according to the approved layout plan (this clause will not be applicable in case, the 15% of saleable area is mortgaged on account of the said bank guarantee).

13. That the owner shall abide by all the terms and conditions of the policy for affordable residential plotted colony under Deen Dayal Jan Awas Yojna-2016.
14. That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
15. That you shall complete the project within seven years (5+2 years) from the date of grant of license as per clause 1 (ii) of the policy notified on 01.04.2016.
16. 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.



Vibhor Home Developers Pvt. Ltd.

Authorized Signatory

Witness:

1. RAJESH KUMAR
Vill - Tapzhar (Haryana)
Tel - Bikaner, Distt - Yamuna Nagar

2.

Director
Town & Country Planning
Haryana, Chandigarh

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