



हरियाणा HARYANA

V 149591

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

**Bilateral Agreement by owner of land intending to set up Affordable
Plotted colony under Deen Dayal Jan Awas Yojna -2016**

This agreement made on this 05th day of Sept, 2019.

BETWEEN

Sh. Ajay Joneja S/o Sardar. Sher Singh Joneja on behalf of Sh. Gurnam Singh Joneja S/o Sardar. Sher Singh Joneja through GPA both are in collaboration with **JONEJA INFRAPROJECTS PVT LTD.** .. (a company incorporated under the Companies Act 1956) having its registered office at 13/2016, Geeta Colony, New Delhi through its Authorized Signatory namely Ajay Joneja S/o Sardar Sher Singh Joneja , R/o House no. 579, sector-15, Faridabad, authorized vide board resolution dated 22-02-2019 (hereinafter called the "Owner/Developer"). Which expression shall unless repugnant to the subject of context shall mean and include their successor , administrators.

For Joneja Infraprojects Pvt. Ltd.

[Signature]
Auth. Signatory

[Signature]

Director
Town & Country Planning
Haryana, Chandigarh

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 in addition to agreement executed in pursuance of the provisions of 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 licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a residential plotted colony on the land measuring ^{5.16875} 11.60 acres in Sector-7, falling in the revenues estate of village Palwal, District Palwal.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the owner to setup the said colony on the land mentioned in annexure hereto on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner 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 his colony for the benefit of the residents therein.
6. 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 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 colonizer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to workout the requirement of community infrastructure as 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 to be recovered from the allottees in any case.



For Joneja Infraprojects Pvt. Ltd.

Auth. Signatory

Director
Town & Country Planning
Haryana, Chandigarh

8. That the owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under rule-16 unless earlier relieved of this responsibility, at which the owner shall transfer all such roads open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
9. That the owner shall deposit 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 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 due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
11. That the owner 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.
12. That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community
The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee with in thirty days on demand.
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 lots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
15. That ^{we} shall complete the project within seven years (5+2 years) from 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 AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Signature

Name

Date

30/1/19
Address

2. Signature

Name

Date

Address

1. Signature

Signature

Name

For Joneja Infraprojects Pvt. Ltd.

Signature

Name

Date

Address of the owner

For Joneja Infraprojects Pvt. Ltd.

Signature

Name

Date

Address of the owner

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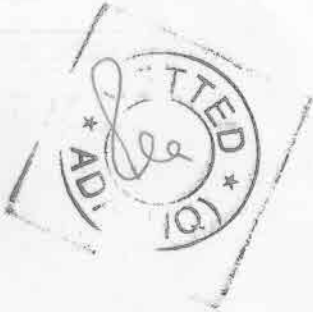
Name



Director
Town & Country Planning
Haryana, Chandigarh

Name
Date
Designation
2. Signature
Name
Date
Designation

Date
Designation



DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.

 Director
Town & Country Planning
Haryana, Chandigarh

For Joneja Infraprojects Pvt. Ltd.


Auth. Signatory

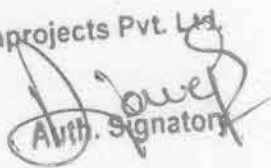
Detail of land owned by Gurnam Singh Joneja S/o Sardar Sher Singh Joneja

Village	Rect No	killa No	Area (K-M)
Alhapur	20	4/1	4-16
		4/2	3-4
		5/1/1/1	0-8
		5/1/2	0-11
		5/2/1	0-11
		6/1/2	1-0
		6/2/2	0-6
		7/1	3-9
		7/2/1	2-17
		Total	17-2

Detail of land owned by Ajay Joneja S/o Sardar Sher Singh Joneja

Village	Rect No	killa No	Area (K-M)
	20	2/2	0-4
		3/2/2	6-10
		8/1/1	1-4
		5/1/1/2	4-3
		5/2/2	1-1
		5/3	1-7
		6/1/1	4-7
	21	6/2/1	1-6
		1/1	2-0
		10/2	2-3
		Total	24-5

For Joneja Infraprojects Pvt. Ltd.


Auth. Signatory

Grand Total 41-7
OR 5.16875 Acres