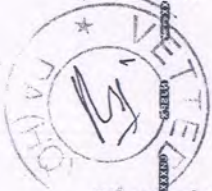


(1)



हरियाणा HARYANA

39AA 974562



FORM I.C-IV-B

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a Plotted Colony Under Deen Dayal Jan Awas Yojna 2016

This agreement made on 05th day of September, 2019 between M/s. Rambha Constructions Pvt. Ltd. having its Registered Office at G-96, Lower Ground Floor, Saket, New Delhi-110017 (hereinafter called the "Owner") through its Authorized Signatory Mr. Nandan Singh Rawat S/o Sh. Bishan Singh Rawat on 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 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 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 finally granted vide LOI No. LC-3865-LC-3888/Asstt.(AK)/2019/4140 dated 12.02.2019 for setting up of an Affordable plotted colony under Deen Dayal Jan Awas Yojna 2016 on the land measuring 12.1125 acres (10.1125 acres area under migration of License No. 51 of 2014 and additional land measuring 2.0 acres) falling in the revenue estate of Village Sohna, Sector 5, Sohna, District Gurugram.

Director
Town and Country Planning,
Haryana, Chandigarh

(Signature)



(2)

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 license to the owner to set up 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 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 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 & final completion of the project from a Chartered Accountant that the overall net profits [after making provisions for the payment of taxes] have not exceeded 15% of the total project cost of the scheme.
7. The colonizer will transfer 10% area of the licensed colony free of cost to the Government for the provisions 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 optional utilization of the area. Further the cost of the area so transferred shall not be recovered from the allottee(s) in any case.
8. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date 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



Arshdeep Singh
RAMBHA CONSTRUCTIONS PVT. LTD. GURGAON

[Signature]
Director
Town and Country Planning,
Haryana, Chandigarh


(3)

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 construct 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 license 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 the development works and construction of the community buildings. The owner shall submit the additional bank guarantee, if any, at the time of approval of service plans/estimates according to the approved layout plan [this clause will not be applicable in case, the 15% of saleable area is mortgaged on the 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 AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.





Director
Town and Country Planning,
Haryana, Chandigarh

(4)



WITNESSES :

1. Signature Raj
Name : Raju S. Stokhawal
Date :
Address : Essel Tower
M.G. Road, Gurgaon

Name : Nandan Singh Rawat
Date : 18.02.2019
For Rambha Constructions Pvt. Ltd.



Nandan Singh Rawat
(Authorized Signatory)

2. Signature Shikant Sharma
Name : Shikant Sharma
Date :
Address : 1608, Vill + Post
Tumraul, Hapur, UP

ML
DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH
[For and on behalf of the
Governor of Haryana]
