




Non Judicial	Indian-Non Judicial Stamp Haryana Government		Date: 04/05/2024
Certificate No. G0D2024E2629		Stamp Duty Paid : ₹ 101 <small>(Rs. Only)</small>	
GRN No. 116267421		Penalty : ₹ 0 <small>(Rs. Zero Only)</small>	
Seller / First Party Detail			
Name: Hemis Infrastructure and Developers			
H No/Floor: B723	Sector/Ward:	LandMark: Sushant lok 1	
City/Village: Gurugram	District: Gurugram	State: Haryana	
Phone: 77*****67			
Buyer / Second Party Detail			
Name: Director Town and Country planning			
H No/Floor: 0	Sector/Ward: 0	LandMark: Na	
City/Village: Na	District: Chandigarh	State: Chandigarh	
Phone: 77*****67			
Purpose: BILATERAL AGREEMENT			
<small>The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website https://e-grashry.nic.in</small>			

LC-IVD

BILATERAL AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY UNDER D.D.J.A.Y. Policy 2016, IN SECTOR-01, FARUKNAGAR, GURUGRAM, HR..

This agreement made on the 24th day of Dec., 2024



Between

C/o M/s **Hemis Infrastructure and Developers** in collaboration with SH. Bal Kishan & Sh. Krishan both S/o Sh. Jagdish a company registered under the Companies Act, 1956 and having its Regd. Office at 723-B, Sushant lok-1, Gurugram, Haryana. (hereinafter called the "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely **Sh. Rajesh Kumar S/o Shri Inder Singh**.

.....of the one part.

For Hemis Infrastructure And Developer

Partner

Director
Town & Country Planning
Haryana, Chandigarh

AND

The Governor of Haryana, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the 'Director')

.....of the other part.

And whereas in additional to agreement executed in pursuance of Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said 'Rules'), one of the conditions laid down therein for the grant of the license, the owner shall enter into an agreement with Director for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Residential Plotted Colony Under D.D.J.A.Y. Policy- 2016 on land measuring 5.15 acres falling in revenue estate of 'Village Sultanpur, Sector-01, Teh. Faruknagar, District Gurugram, Haryana.

And whereas the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner.

NOW THIS AGREEMENT WITNESSET II 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 the Annexure hereto on the fulfillment of all the conditions of this bilateral agreement, he owner, his partners, legal representatives, authorized agents, assignees, executers etc. shall be bound by terms and conditions of this bilateral agreement executed by the owner hereunder covenanted ie; follows:
 - i. That the Owner undertake to pay proportionate [External Development Charges as per rate, schedule, terms and conditions hereunder:
 - ii. That the Owner shall pay the proportionate External Development Charges (EDC); the amount of Rs 75.055 lacs in total as per LOI conditions for the Residential Plotted Colony Under D.D.J.A.Y. Policy- 2016. These charges shall be payable to Director Town & Country Planning Haryana before grant of license.
 - iii. The external development charges are under finalization, in the event of increase tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installments, if any, from the date of grant of license.
 - iv. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from the residential/commercial plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - v. For grant of completion certificate, the payment of External Development Charges shall be prerequisite along with valid license and bank guarantee.



For Home Infrastructure And Developer

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Director
Town & Country Planning
Haryana, Chandigarh

- i. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due *date*, an additional penal interest of 3% per annum (making the total payable interest @ 15% simple per annum) would be chargeable up to a period of three months *and* an additional three months with the permission of the Director.
- vii. That the Owner shall derive maximum net profit @ 15% of the total project cost of the development of the above noted Residential Plotted Colony Under D.D.J.A.Y. Policy- 2016 after making provision of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited within two months in the State Government Treasury by the Owner.
- viii. The Owner shall submit the Certificate to the Director within 30 days of the full and final completion of the project from a Chartered Accountant that the overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. Provided that the colonizer shall have the option either to deposit the infrastructure augmentation charges as applicable from time to time at any stage before grant of completion certificate and get exemption of the restriction of *net* profit beyond 15% (Jr deposit the amount as per the terms and conditions of the agreement.)
- ix. In case Haryana Shehari Vikas Pradhikaran executes External Development Works before the *final* payment of External Development Charges, the Director shall be empowered to call upon the Owner to pay the balance amount or FA tergal Development Charges in the lump sum even before the completion of the license period and the owner shall be bound to make the payment within the period so specified.

- a. Enhanced compensation on the land cast, if any, shall be payable as decided by the Director 1, from time to time.
- b. The Owner shall arrange the electric connection from outside source for Electrification of their colony from Haryana Vidyut Parsaran Nigam. If the Owner fails to seek electric connection from Haryana Vidyut Parsaran Nigam then the Vidyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimate" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidyut Parsaran Nigam/Uttar Haryana Bijli Vitran Nigam Limited/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony,
- c. That the rates, schedules and terms and conditions of External Development Charges may be revised by the Director, during the period of the license as when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and the terms and conditions so determined by the Director.

For Home Infrastructure And Developer

[Signature]

Partner.

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh



- d. That the owner shall be individually as well as jointly be responsible for the development of the Residential Plotted Colony Under D.D.J.A.Y. Policy-2016.
- e. That the Owner shall complete the internal development works within validity of the grant of the license.
- f. That the owner shall carry out, at his own expenses and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the Residential Plotted Colony Under D.D.J.A.Y. Policy- 2016.
- g. That the owner shall permit the Director, or any other officer authorized by him in his behalf to inspect the execution of the development works and the Owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- h. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner.
- i. That the Owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by Haryana Shehari Vikas Pradhikaran and the same is made functional.
2. That the owners shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months from the date of grant of license to enable provision of site in the licensed land for transformers/switching Stations/ Electric Sub — Stations as per the norms prescribed by the power utility in the zoning plan of the project.
3. Provided always and it is hereby agreed that if the Owner commits any breach or the terms and conditions of this Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director may cancel the License granted to the Owner.
4. Upon cancellation of the License under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act 1975 and the Haryana Development and Regulation of Urban Area Rules, 1976 as amended up to date, the Bank Guarantee in that event shall stand forfeited in favour of Director.
5. The Stamp duty and registration charges on this agreement shall be borne by the owner.
6. The expressions "The Owners" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
7. After the layout plans and development works in respect of the Residential Plotted Colony Under D.D.J.A.Y. Policy- 2016 ' or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owner release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under Rule 16 or earlier in ease,

For Home Infrastructure And Development

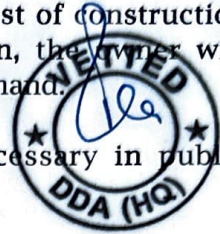
TSK

Partner

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

its own funds to ensure that the EDC instalments that are due for payment get paid as per prescribed schedule.

20. That the bank guarantee of the internal development works has been furnished on the interim rates for development works. 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. 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.
21. That any other condition which the Director may think necessary in public interest can be imposed.



IN WITNESS WHEREOF THE OWNERS AND THE DIRECTOR have signed this agreement in the date, month and the first above written.

WITNESSES:

1. *Shilpa*
Shilpa
55 183A Karol
122116

For Hemis Infrastructure And Development

Partner

(Authorized Signatory)

2. AMAN KUMAR
By - Supdt.

o
Director
Town & Country Planning
Haryana, Chandigarh

Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH *Dr*

FOR AND ON BEHALF OF THE GOVERNOR OF HARYANA

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 04/05/2024

Certificate No. GOD2024E2612



Stamp Duty Paid : ₹ 101

GRN No. 116267421



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Hemis Infrastructure and Developers

H.No/Floor : B723

Sector/Ward :

LandMark : Sushant lok 1

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 77*****67



Buyer / Second Party Detail

Name : Director Town and Country planning

H.No/Floor : 0

Sector/Ward : 0

LandMark : Na

City/Village: Na

District : Chandigarh

State : Chandigarh

Phone : 77*****67

Purpose : AGREEMENT

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LC-IV

**AGREEMENT BY THE OWNER OF THE LAND INTENDING TO SET UP A
RESIDENTIAL PLOTTED COLONY UNDER D.D.J.A.Y. Policy 2016, IN SECTOR-
01, FARUKNAGAR, GURUGRAM, HR..**

This Agreement is made on this 24th, day of December, 2024.

Between

M/s **Hemis Infrastructure and Developers.** in Collaboration with **Sh. Bal Kishan & Sh. Krishan both S/o Sh. Jagdish** having their office at 723-B, Sushant lok-1, Gurugram, Haryana (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 Sh. Rajesh Kumar S/o Shri Inder Singh.** respectively.



.....Of the ONE PART

For Hemis Infra

Partner

Director
Town & Country Planning
Chandigarh

And

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

..... Of the OTHER PART

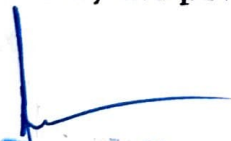
In pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into an Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up Colony on the land measuring 5.15 acres falling in revenue estate of Village Sultanpur, Sector-01, Teh. Faruknagar, District Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said 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:-

1. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.




Director
Town & Country Planning
Haryana, Chandigarh

For Hemis Infrastructure

Partner

That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.

5. That the owner/Developer shall deposit 70% of the amount realized by him from the Flat/plot Holders from time to time within 10 days of its realization 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 EDC/internal development works of the colony.
6. That the Owner/Developer shall pay/deposit an amount of **Rs. 75.055 Lacs** on account of EDC as prescribed in LOI.
7. That the Owner shall pay the EDC as per schedule date and time s and when demand by the DTCP, Haryana.
8. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of licence and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.
9. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
10. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
11. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the



For Home Infrastructure And Developer

12/11

Partner

Director
Town & Country Planning
Haryana, Chandigarh

licence period and the Owner/Developer shall be bound to make the payment within the period so specified.

12. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

13. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

14. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.

15. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.

16. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.

17. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the licence period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of licence.

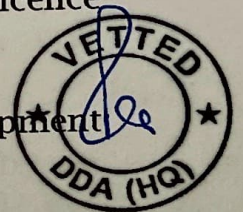
18. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of

For Home Infrastructure And Developer

[Handwritten Signature]

Partner

Director
Town & Country Planning
Haryana, Chandigarh



5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.



27. 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

Witness:

FOR HEMIS INFRASTRUCTURE AND DEVELOPERS

1. Sanil Kumar
Sanil
55 183A Karnal
122116

For Hemis Infrastructure And Developer


AUTHORIZED
SIGNATORY

Partner

2.


**DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH**