

Bond



Indian-Non Judicial Stamp
Haryana Government



Date : 05/08/2024

Certificate No. G0E2024H1656



GRN No. 119752205



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Rof infratech and Housing Pvt Ltd

H.No/Floor : M18

Sector/Ward : Na

Landmark : Greater kailash 2

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 80*****99



Purpose : AGREEMENT to be submitted at Concerned office

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FORM LC-IV-A

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP
HOUSING COLONY

This Agreement is made on this 24th day of October, of the year 2024

BETWEEN

M/s ROF Infratech and Housing Private Limited having their office at, Building No. 80, 1st Floor, Sector-44, Gurugram through its Authorized Signatory, Sh. Ashok Kumar (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the context or meaning thereof be deemed to 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/Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring

Director
Town & Country Planning
Haryana, Chandigarh

For ROF Infratech And Housing Private Limited

Ashwini Authorised Signatory

2.08125 acres falling in the revenue estate of Village Dhunela, Sector-36, Distt. Gurugram, Haryana in terms of LOI memo no LC-5381/JE(SK)/2024/24465 dated 02.08.2024.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect on the Owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS UNDER:-

- In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure to Form LC-IV and on the fulfilment 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 covenants as follows :-
- That in case of said Group Housing Colony adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (E.W.S) and number of such dwelling units shall not be less than 10% of the permitted FAR, which will cater to the minimum size of the room along with bath and water closet.
- That all the buildings to be constructed in the said Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning Plan of the site, conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code and Haryana Building code with regard to the inter-se-distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the Owner/Developer.
- That Owner/Developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority for the land purpose, on such terms and conditions as it may be laid down.
- (i) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per rate, schedule, terms and conditions annexed hereto.
- (ii) That the rates, schedule, term and conditions of the EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the For ROF Infratech And Housing Private Limited

Director
Town & Country Planning
Haryana, Chandigarh

Aswini

Authorised Signatory

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.

- That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flat holders for construction of a portion of the total community buildings.
- That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983.
- That Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest the Owner/Developer till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony for the period of five years from the date of 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 spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- That the Owner/Developer shall deposit 30% of the amount realized by him from the flat 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/Developer towards meeting the cost of internal development works of the colony.
- That the Owner/Developer shall permit the Director or any Officer authorized by him in this behalf to inspect the execution of the development works in the said Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.
- That the Owner/Developer shall deposit Infrastructure Development charges (IDC) @Rs.460/- per sq. Meter for Group Housing Component and Rs.750/- per sq. meter for Commercial Component of said Group Housing Colony in two equal instalments. The first instalment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second instalment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (Simple) for the delay in payment of instalment.

Director
Town & Country Planning
Haryana, Chandigarh

For ROF InfraTech And Housing Private Limited

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- That the owner/developer 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.
- That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- 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 Group Housing Colony.
- That the Owner/developer shall integrate the bank account in which 70% allottee receipts are credited under section-4(2)(L)(d) of the Real Estate Regulation and development Act 2016 with the on-line application/payment gateway of the department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the state treasury.
- That such 10% of the total receipts from each payment made by an allottee which is received by the department shall get automatically credited on the date of receipts in Govt. treasury against EDC dues.
- Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- The implementation of such mechanisms shall however have no bearing on the EDC, instalments schedule conveyed to the owner/developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC instalments date is due for payment get paid as per prescribed schedule.
- That the Owner/Developer shall derive maximum net profit @15% of the total project cost of the development of the above said Group Housing Colony 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/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.



Further the Owner/Developer 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 profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.

Director
Town & Country Planning
Haryana, Chandigarh

For ROF Infratech And Housing Private Limited

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- A minimum of 15% in case of economically weaker setion/lower income group flats as provided in sub-clause (q) have been allotted at the prescribed subsidized price.
- The Owner/Developer while determining the sale price of the flats in open market shall compute the net profit @15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director.
- After the layout plans and development works or part thereof in respect of the said Group Housing 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 release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing colony, shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing 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 Rules - 16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.
- That the Bank Guarantee of the internal works rates 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 the approval of services plan/estimate according to the approved layout plan. In case of the community buildings, the bank guarantee is based on the interim rate of the 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/Developer will furnish an additional bank guarantee within the thirty days on demand.
- Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral Agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the license granted to the Owner/Developer.
- Upon cancellation of the license under clause 2 above action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of the Urban areas Rules, 1976 and all the subsequent amendments made in the Act and Rules upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

Director
Town & Country Planning
Haryana, Chandigarh

For ROF Infratech And Housing Private Limited

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- 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 on the site in licensed land for Transformer/Switching Stations/Electric Sub-stations as per norms prescribed by the Power Utility in the zoning plan of the project.
- The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- The expression "Owner/Developer" hereinbefore used shall include their heirs, legal representatives, successors and permitted assignees.
- That any other condition which the Director may think necessary in public interest can be imposed.
- That the developer shall be required to file half early reports containing the complete list of occupants, the duration of occupancy, the facilities offered in the premises etc to the Monitoring Committee to be chaired by the Deputy commissioner of the concerned District on a format as prescribed. Apart from the deputy commissioner, such committee shall consist of four permanent members, i.e. the concerned DTP (as member secretary), Superintendent of Police or his representative, a representative of the Municipal Commissioner or Executive officer as applicable a representative of the service provider as well as the RWA, however representative of CEO, GMDA/FMDA shall also be a permanent member, wherever applicable. The committee shall be free to co-opt two additional members, who should be eminent persons, of their choice as members of the committee.
- The Monitoring Committee shall be empowered to make regular checks of the premises to ascertain that the facilities are being maintained properly and the policy provisions are not being violated.
- A complaint and grievance redressal committee shall also be formulated under the chairmanship of the deputy commissioner of the concerned district.
- A tri-partite agreement shall be executed between Allottee, Eligible resident and the service provider before taking possession of the apartment.
- The Haryana Apartment Act 1983 and Rules thereof shall be applicable on such projects



Director
Town & Country Planning
Haryana, Chandigarh

- 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 HUDA and make their own arrangement for temporary disposable or give the requisite land. That 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 HUDA.

For ROF InfraTech And Housing Private Limited

Asw

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- The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010.

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

1.

Vaishali
Vaishali
Sec-44, Gurugram

Asli
For M/s ROF Infratech and Housing Pvt. Ltd.
Authorised Signatory

2. *Farveen kumar*
Farveen kumar
Sec-44, Gurugram

Director
Town and Country Planning
Haryana, Chandigarh

For and on behalf of the
Governor of
Haryana

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh



Bond

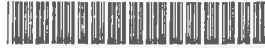


Indian-Non Judicial Stamp
Haryana Government



Date : 05/08/2024

Certificate No. G0E2024H1694



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 119753196



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Rof infratech and Housing Pvt ltd

H.No/Floor : M18

Sector/Ward : Na

Landmark : Greater kailash 2

City/Village : New delhi

District : Delhi

State : Delhi

Phone : 80*****99



Purpose : AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
GROUP HOUSING COLONY

This agreement is made on this 24th day of October, the year 2024

Between

M/s ROF Infratech and Housing Private Limited having their office at, Building No. 80, 1st Floor, Sector-44, Gurugram acting through its Authorized Signatory, Mr. Ashok Kumar (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, assigns, nominees and permitted assigns,

.....of the **First PART**

AND

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

.....of the **OTHER PART**

For ROF Infratech And Housing Private Limited

Ashok

Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

WHEREAS the Owner/Developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into 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 for carrying out and completion of development works in accordance with the license finally granted for setting up Group Housing Colony over an area measuring 2.08125 acres in Village Dhunela, Sector-36, Distt. Gurugram, Haryana in terms of LOI memo no LC-5381/JE(SK)/2024/24465 dated 02.08.2024.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto and on the fulfillment of all conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by Owner/Developer hereby covenants as follows: -

a) That the Owner/Developer shall deposit 30% percent of the amount to be realized by him from the flat 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/Developer towards meeting the cost of internal development works in the Colony.

b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing Scheme, as per the rate schedule, terms and conditions hereto:-

(i) That the Owner/Developer shall pay the proportionate EDC at the tentative rate of Rs.374.747 Lacs/Acres (Rupees Three Crores Seventy-four Lacs Seventy four Thousand Seven Hundred Only) for colony (other than commercial) component and Rs.437.517 lacs/acres (Rupees Four Crores Thirty seven Lacs Fifty one Thousand Seven Hundred Only) for commercial component. These charges shall be payable to Haryana Sehri Vikas Pradhikarn(HSVP) through Director, Town and Country Planning, Haryana online either in lump sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10% each i.e.

A) First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.

B) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% per annum which shall be charges on the unpaid portion of amount worked out at the tentative rate of Rs.374.747 lacs per gross acre of total colony (other than commercial component) and Rs.437.517

For ROF Infratech And Housing Private Limited

Director
Town & Country Planning
Haryana, Chandigarh

Aswll

Authorised Signatory

lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

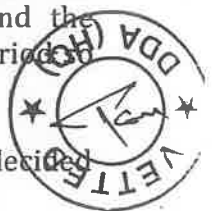
- ii) That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - iii) That the Owner/Developer shall specify the detail of calculation per sq.m. /per sq.ft. which is being demanded from flat owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - iv) 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 license and shall furnish an additional bank guarantee, if any, on the enhanced EDC rates.
 - v) 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.
 - vi) 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 up-to a period of three months and an additional three months with the permission of the Director.
 - vii) In case the HSVP executing external development works 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 license period either four years and the owner/developer shall be bound to make the payment within the period specified.
 - viii) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- (c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- (d) The Owner/Developer shall arrange electric connection from outside source for electrification of their said Group Housing 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 Group Housing 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

Director
Town & Country Planning
Haryana, Chandigarh

For ROF Infrastructure And Housing Private Limited

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"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 Group Housing colony.

- (e) No EDC would be recovered from Economically weaker Section (EWS) /Lower Income Group (LIG) categories of allottees.
- (f) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said 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, which the Owner/Developer 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.
- (g) That Owner/Developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.
- (h) No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- (i) The Owner/Developer shall construct all the community buildings within a period so specified by the Director from the date of grant of license as per applicable legal provision.
- (j) That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- (k) That the Owner/Developer shall complete the Internal Development Works within Two years of the grant of license.
- (l) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing scheme, as per rate, schedule, terms and conditions given in Clause-1(b) of the agreement.



Director
Town & Country Planning
Haryana, Chandigarh

- (i) That the rates, schedule, terms and conditions of EDC as mentioned above may be revised by the Director during the license 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,

For ROF Infratech And Housing Private Limited

Aswini

Authorised Signatory

schedule, terms and conditions determined by him along with interest from date of grant of license.

- (ii) That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning Plan of the site, conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- (iii) That the Owner/Developer shall furnish layout plan of Group Housing scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.
- (iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq.ft. which will cater to the minimum size of the room along with bath and water closet.
- (v) That in case of the said Group Housing colony the Owner/Developer deposit 30% of the amount realized by him from the flat 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/Developer towards meeting the cost of internal development works and construction works in the colony.
- (vi) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
- (m) That the Owner/Developer shall deposit Infrastructure Development Charges (IDC) @460/- for Group Housing Component and Rs.750/- per sq. meter for Commercial component of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.
- (n) That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.

Director
Town & Country Planning
Haryana, Chandigarh


Authorised Signatory

- (o) 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 group housing colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- (p) 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.
- (q) 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 HUDA and make their own arrangement for temporary disposable or give the requisite land. That 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.
2. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or Bilateral Agreement violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
3. Upon cancellation of the license under Clause-2 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 the Director.
4. 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.
5. That the Owner/Developer shall abide by the policy dated 08.07.2013/or any other instructions policy issued from time to time with regard to allotment of EWS plots and flats.
6. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
7. The expression "Owner"/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.
8. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof

Director
Town & Country Planning
Haryana, Chandigarh

for ROR Infrastructure Housing

Aswini

Authorised Signatory



have been issued, the Director may, on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided and further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule -16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of EDC received from Owner/Developer.

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

WITNESSES:

1 *Vaishali*
Vaishali
Sec-44, Gurugram

for ROF InfraTech And Housing Private Limited

ASh
Authorised Signatory

On behalf of the Owner/Developer
M/s. ROF INFRASTRUCTURE AND
HOUSING Pvt. Ltd.

2 *Parveen Kumar*
Parveen kumar
Sec-44, Gurugram

Director
Town and Country Planning Haryana,
Chandigarh
For and on behalf of the
Governor of Haryana

[Signature]
Director
Town & Country Planning
Haryana, Chandigarh

