Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 10/10/2022

Certificate No.

G0J2022J197

GRN No.

95232138



Stamp Duty Paid: ₹ 101

Penalty:

₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name:

Mapsko builders pvt ltd

H.No/Floor:

Sector/Ward: 56

LandMark: 00

City/Village: Gurugram District: Gurugram

State:

Haryana

Phone:

84*****04

Buyer / Second Party Detail



Name:

H.No/Floor:

Sector/Ward: 00

LandMark: 00

City/Village: Gurugram District: Gurugram

State: Haryana

84*****04 Phone:

LIC IV BILATERAL AGREEMENT

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

FORM LC-IV-B

BILATERAL AGREEMENT BY OWNER OF LAND INTENDING AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER DDJAY-2016

This Agreement is made on this . 26.... day of December...., 2022...

Between

M/s. Mapsko Builders Pvt. Ltd., having registered office at 6th Floor, Baani The Address Golf Course Road, Sector - 56, Gurgaon, Haryana - 122011 through General Power of Attorney and having collaboration with land owners namely (1) Kalash Bati W/o Lilu Ram Yadav (2) Ranveer also known as Ranveer Yadav S/o Lilu Ram Yadav (3) Randhir also known as Randhir Yadav S/o Lilu Ram Yadav (4) Prem Devi also known as Prem Bati Widow Ramesh Chand (5) Surender Singh S/o Ramesh Chand (6) Ravinder Kumar S/o Ramesh Chand (7) Mukesh Kumar S/o Ram Kishan Yadav (8) Deshraj S/o Ram Kishan (9) Ved Prakash S/o Ram Kishan (10) Satish Kumar S/o Subhash Chand (11) Rajbir Singh S/o Suresh Chand (hereinafter called the "Owner/Developer"), which expression shall unless repugnant to subject or context shall mean and include their successors, administrators,

For Mousko Duilders Pvt. Ltd.

Director Gerlera Town & Country Planning Haryana, Chandigarh

assigns, nominees and permitted assignees acting through its authorized signatory namely Sh. Rishu Garg respectively.

.....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 General for carrying out and completion of development works in accordance with the license finally granted for setting up Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land measuring 7.94375 acres falling in Village-Naurangpur, Sector 78, 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:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 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 covenants as follows:-.

- 1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV 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, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- 2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of DDJAY-2016 Policy as amended from time to time, which shall be followed in letter & spirit.

or Mapsko Builders Avi. Ltd.

Director Ge eral Town & Country Planning Haryana, Chandigarh

- 3. The terms and condition of the policy parameters as prescribed under the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 Policy dated 08.02.2016 as amended from time to time and enclosed as Annexure-1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.
- 4. The Owner/Developer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time. This will give flexibility to the Director to workout 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.
- 5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the DDJAY-2016 Policy dated 08.02.2016.
- 6. That all plots in the project shall be allotted strictly as per the DDJAY-2016 Policy as amended from time to time.
- 7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of licence as per policy dated 08.02.2016.
- 8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Residential Plotted Colony under DDJAY-2016 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.
- 9. 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 the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per DDJAY Policy dated 08.02.2016 as amended from time to time).
- 10. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(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

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For Wapsko Fulldarð Pvi. Ltd.

Director General own & Country Hanning Haryana, Chandigarh A payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.

- 11. That such 10% of the total receipts from each, payment made by an allotee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- 12. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- 13. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed tot het owner/ developer. The owner/ developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.
- 14. 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.

For M/s. Mapsko Builders Pvt. Ltd.

Authorised Signatory OWNER/DEVELOPER

Witness:

1. Wished Sharme Name - Vishoul Sharme Ndres - V. P.O. - Bherhadan Distt- SAS Negger, PB.

2. Knownt fun KULWANT SINGH RATHOUR VILL - Thans Gobind gouth DIST SAS Nagan Mohali (PB) DIRECTOR Planning
TOWN AND GOUNTRY
PLANNING
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA