

Bond



Indian-Non Judicial Stamp Haryana Government



Date : 28/10/2023

Certificate No. G0282023J23



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 108643636



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : GLS Infratech Pvt Ltd

No/Floor : 707

Sector/Ward : 15

Landmark : Jmd pacific square

Village : Gurugram

District : Gurugram

State : Haryana

Phone : 96*****82



Purpose : AGREEMENT to be submitted at Concerned office

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

FORM LC-IV-B

BILATERAL AGREEMENT BY DEVELOPER OF LAND INTENDING TO SET UP AN AFFORDABLE RESIDENTIAL PLOTTED COLONY UNDER DDJAY-2016

This Agreement is made on this _____ day of _____ 2023.

Between
Gr.P. Realtors Pvt. Ltd., Meera Conbuild Pvt. Ltd., Panchsri Conbuild Pvt. Ltd., Commander Realtors Pvt. Ltd., Five Rivers Townships Pvt. Ltd., Five Rivers Developers Pvt. Ltd., Indus Conbuild Pvt. Ltd. in collaboration with
GLS Infratech Pvt. Ltd. having its registered office at 707, 7th Floor, JMD Pacific Square, Sector - 15, Part - II, Gurugram, Haryana - 122001 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 authorised signatory namely Mr. Ashish Drall.

.....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

For GLS INFRA TECH PVT. LTD.

Page 1 of 4

Director General
Town & Country Planning
Haryana, Chandigarh

Authorised Signatory

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 (herein after referred to as the "Rules") and the conditions laid down therein for grant of license, the Developer 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 for setting up an Affordable Residential Plotted Colony under DDJAY-2016 over area measuring 13.0844 acres situated in the revenue estate of village Behrampur, in sector 63 A, 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 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 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 Developer. The Developer hereunder covenants as follows:-

1. That the 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 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 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.
3. The terms and condition of the policy parameters as prescribed under the Affordable 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 Developer will transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities within 30 days of issuance of zoning plan. Alternately, Developer shall have an option to develop such area on its own or through third party subject to the condition mentioned at clause 4(j) in policy dated 25.08.2022.


Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRA TECH PVT. LTD.


Authorized Signatory Page 2 of 4

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 Developer shall complete the project within 7 years (5+2 years) from the date of grant of license as per policy dated 08.02.2016.
8. That the 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 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 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 any other condition which the Director may think necessary in public interest can be imposed.
11. That, the 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 payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.
12. 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 receipt in the Government treasury against EDC dues.
13. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the developer.
14. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the developer. The developer shall continue to


Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRA TECH PVT. LTD.


authorised Signatory

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.

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



Witness:

1.

Pankaj Sharma
At: 707, 7th Floor,
JMD Pacific Square,
Sector – 15, Part – II,
Gurugram, Haryana.

FOR GLS INFRA TECH PVT LTD
For GLS INFRA TECH PVT. LTD.

Authorized Signatory

AUTHORIZED SIGNATORY
DEVELOPER

2.

Vicky
At: 707, 7th Floor,
JMD Pacific Square,
Sector – 15, Part – II,
Gurugram, Haryana.

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Director General
Town & Country Planning
Haryana, Chandigarh

Bond



Indian-Non Judicial Stamp
Haryana Government



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GRN No. 108643636



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : GLS Infratech Pvt Ltd

H.No/Floor : 707

Sector/Ward : 15

Landmark : Jmd pacific square

Village : Gurugram

District : Gurugram

State : Haryana

Phone : 96*****82



Purpose : AGREEMENT to be submitted at Concerned office

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FORM LC-IV

**AGREEMENT BY DEVELOPER OF LAND INTENDING TO OBTAIN LICENCE
FOR SETTING UP AFFORDABLE PLOTTED COLONY**

This Agreement is made on this day of 2023.

Between *G.P. Realtors Pvt. Ltd, Mera Conbuild Pvt. Ltd, Panchaj Conbuild Pvt Ltd, Commander Realtors Pvt Ltd, Fivestars Townships Pvt Ltd, Fivestars developers Pvt. Ltd, Vaid Propbuild Pvt. Ltd.* in collaboration with, **GLS Infratech Pvt. Ltd.** having its registered office at 707, 7th Floor, JMD Pacific Square, Sector - 15, Part - II, Gurugram, Haryana - 122001 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 authorised signatory namely Mr. Ashish Drall.

.....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

Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRA TECH PVT. LTD.


Authorised Signatory

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 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 an Affordable Residential Plotted Colony under DDJAY-2016 over area measuring 13.0844 acres situated in the revenue estate of village Behrampur, in sector 63 A, Gurugram, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

In consideration of the Director agreeing to grant license to the Developer to set up the said Affordable Residential Plotted Colony under DDJAY-2016 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 Developer hereby covenants as follows: -

1. That the 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 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 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.
 4. That the 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 land. The 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.
- That the 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 Developer towards meeting the cost of internal development works of the colony.


Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRATECH PVT. LTD.


Authorised Signatory

6. That the Developer shall pay the EDC as per schedule date and time and when demand by the DTCP, Haryana.
7. 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 and Additional Bank Guarantee, if any, on the enhanced EDC rates.
8. In case the 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.
9. 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.
10. 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 Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Developer shall be bound to make the payment within the period so specified.
11. The Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the 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 Developer, for which the 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.
12. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
13. The Owner/Developer Shall transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities within 30 days of issuance of zoning plan.


Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRA TECH PVT. LTD.


Authorized Signatory


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Alternately, Owner/Developer shall have an option to develop such area on its own or through third party subject to the condition mentioned at clause 4(j) in policy dated 25.08.2022.

14. That the Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.
15. That the Developer shall complete the Internal Development Works within validity of the grant of license.
16. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the license period as and when necessary and the 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 license.
17. That the 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 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.
18. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Developer.
19. That the Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable residential plotted colony – DDJAY for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
20. Provided always and it is hereby agreed that if the Developer shall commit any breach of the terms and conditions of this Agreement or 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 Developer.
21. Upon cancellation of the License under clause – 20 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favour of Director.


Director General
Town & Country Planning
Haryana, Chandigarh

For GLS INFRATECH PVT. LTD.


Authorized Signatory

22. The stamp duty and registration charges on this deed shall be borne by the Developer.
23. The expressions "Owner/Developer" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
24. After the layout and development works or part thereof in respect of the Affordable Residential Plotted Colony under DDJAY-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 case the owners are relived of the responsibilities in this behalf by the Government.
25. That any other condition which the Director may think necessary in public interest can be imposed.

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

Witness:

1.



Pankaj Sharma
At: 707, 7th Floor,
JMD Pacific Square,
Sector - 15, Part - II,
Gurugram, Haryana.

FOR GLS INFRA TECH PVT LTD

For GLS INFRA TECH PVT. LTD.




**AUTHORIZED SIGNATORY
DEVELOPER**

2.



Vicky
At: 707, 7th Floor,
JMD Pacific Square,
Sector - 15, Part - II,
Gurugram, Haryana.

**DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA**



Director General
Town & Country Planning
Haryana, Chandigarh