




Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 22/10/2021
Certificate No.	G0V2021J2956		Stamp Duty Paid : ₹ 101	
GRN No.	83436290		Penalty : ₹ 0	
Deponent				
Name : Pyramid Infratech Pvt Ltd				
H.No/Floor :	H38/gf	Sector/Ward : 57	Landmark : M2k white house	
City/Village :	Gurugram	District : Gurugram	State : Haryana	
Phone :	96*****72			
Purpose : LC IV Agreement to be submitted at Concern office				

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LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO OBTAIN LICENCE FOR SETTING UP A COLONY

This Agreement is made on this 17th day of December, 2021.

Between

M/s Pyramid Infratech Pvt. Ltd. having their office at Unit No. 501-508, 5th Floor, Unitech Trade Centre, Sector- 43, Gurugram (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 Rajesh Kumar respectively.

.....Of the ONE PART

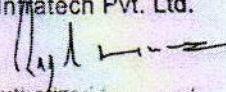
And

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

..... Of the OTHER PART

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

For Pyramid Infratech Pvt. Ltd.


Authorized Signatory


Director
Town & Country Planning
Haryana, Chandigarh

finally granted for setting up Commercial Plotted Colony on the land measuring 2.16875 acres falling in Village-Begampur Khatola, Sector -73, District Gurugram, Haryana.

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 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 undertakes to pay proportionate External Development Charges as per rates/ schedule, terms and condition hereto: -

A) That the owner undertakes to pay the proportionate EDC at the tentative rate of 416.385 lacs per gross acre for the commercial colony. These charges shall be payable to the HSVP through the Director Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of license or in twelve equal quarterly installments 8.33 percent each i.e.

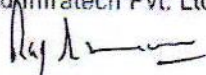
- i. First installment 8.33 percent of the amount of the EDC shall be payable within a period of 30 days from the date of grant of license
- ii. Balance 91.67 % in eleven equal quarterly installments along with interest @ of 12 % annum, which shall be charged on the unpaid portion of the amount worked out at the tentative rates 416.385 lacs per gross acre for the commercial colony, however at the time of grant of occupation certificate nothing will be outstanding as EDC.

B) For the grant of completion certificate, the payment of external development charges shall be perquisite along with valid license and bank guarantees.

C) The unpaid amount of EDC will carry an interest @ rate of 12% per annum (simple) and in case of any delayed in the payment of installments on the due date, an additional panel of interest of 3% per annum (making the total payable interest @ 15% simple per annum) would be chargeable upto a period of 3 months and an additional three months with the permission of the Director.

D) In case HSVP executes EDC works before the final payment of EDC the Director shall be empowered to call upon the owner to pay the balance amount of EDC in lump sum even before the completion of license period and the owner shall be bound to make the payment within period so specified.

For Pyramid Infratech Pvt. Ltd.


Authorized Signatory


Director
Town & Country Planning
Haryana, Chandigarh

- i. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director, General from the time to time.
- ii. The owner shall arrange the electric connection from outside source for electrification of their commercial colony from HVPNL, if the owner fails to seek electric connection from HVPNL then the Director General shall recover the cost of the owner and deposit the same with the HVPNL, however, the installation of internal electricity distribution infrastructure as per the peak load requirement of the commercial plotted colony shall be responsibility of the colonizer for which the colonizer will be required to get the electric services plan/ estimates approved from the agency responsible for installation of external electrical services i.e. HVPNL, UHBVNL, Haryana and complete the same before obtaining completion certificate of the colony.
- iii. That the rate/ schedule, terms and conditions of the EDC may be revised by the Director, during the period of license as and when necessary and the owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates schedule and the terms and conditions so determined by the Director.
- iv. That the owner shall be responsible for the maintenance and upkeep of the Commercial Plotted Colony for a period of five years from the date of issue of Completion Certificate under Rule 16 of the Rules, unless either relieved of this responsibility.
- v. That the owner shall be individually as jointly be responsible for the development of the Commercial Plotted Colony.
- vi. That the owner shall complete the internal development works within initial validity of the grant of license.
- vii. That the owner shall deposit Infrastructure Development Charges at the rate Rs. 10.00/- per square meter of the total covered area of the Commercial Plotted Colony in two equal installments. The first installment of the Infrastructure Development Charges would be deposited by the owners within 60 days from the date of grant of license and the second installment within six months from the date of grant of license. The unpaid amount of Infrastructure Development Charges shall carry an interest @ 18% (simple) per annum for the delay in payment of installments.



For Pyramid Infra Tech Pvt. Ltd.

Authorized Signatory

Director
Town & Country Planning
Haryana, Chandigarh

- viii. That the owner shall carry out, at his own expenses any other works which the Director may think necessary and responsible in the interest of proper development of the Colony.
- ix. 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 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.
- x. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and these Rules shall be binding on the Owner.
- xi. 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. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this Bilateral agreement or violate any provisions of the Act or rules, then and in any case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the owner.
3. Upon cancellation of the license under clause- 2 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas, Act, 1978 and the Haryana Development and regulation of Urban Areas, Rules, 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favor of Director.
4. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
5. The expressions "The Owner" hereinabove used shall include his, heirs, legal representatives and successors and permitted assignees.
6. After the layout and development works or part thereof in respect of the commercial plotted colony 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 upkeep and maintenance of the colony for a period of 5 years from the date of the

For Pyramid Infratech Pvt. Ltd.


Authorized Sign

Town & Country Planning
Haryana, Chandigarh

issuance of the completion certificate under rule 16 or earlier in case the owners are 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 the owner.

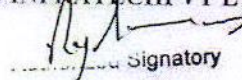
IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witness:


Vineet Kumar

2.

For Pyramid Infrastructure Pvt. Ltd.
FOR PYRAMID INFRASTRUCTURE PVT LTD.

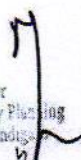

Signatory

AUTHORIZED SIGNATORY

DIRECTOR

TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA


Director
Town & Country Planning
Haryana, Chandigarh



Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 22/10/2021
Certificate No.	GOV2021J2985		Stamp Duty Paid : ₹ 101	
GRN No.	83436696		(Rs. Only) Penalty : ₹ 0 (Rs. Zero Only)	
Deponent				
Name :	Pyramid Infratech Pvt Ltd			
H.No/Floor :	H38/gf	Sector/Ward :	57	Landmark : M2k white house
City/Village :	Gurugram	District :	Gurugram	State : Haryana
Phone :	98*****72			
Purpose : Bilateral Agreement to be submitted at Concern 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-D
BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
COMMERCIAL PLOTTED COLONY

This Agreement is made on this 17th day of December, 2021.

Between

M/s Pyramid Infratech Pvt. Ltd. having their office at Unit No. 501-508, 5th Floor, Unitech Trade Centre, Sector- 43, Gurugram (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 Rajesh Kumar respectively.

.....Of the ONE PART

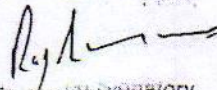
And

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 a Commercial Plotted Colony on the land measuring 2.16875 acres in Sector- 73, Gurugram, Haryana..

For Pyramid Infratech Pvt. Ltd.


 Authorized Signatory

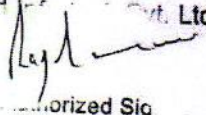

 Director
 Town & Country Planning
 Haryana, Chandigarh

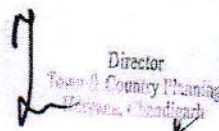
AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

NOW THIS AGREEMENT WITNESSES AS UNDER: -

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Commercial Plotted Colony on the land measuring 2.16875 acres 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: -
 - i. That the owner undertake to pay proportionate EDC as per rate, schedule, terms and conditions hereunder:-
 - A) ii. That the owner shall pay the proportionate EDC at the tentative rate of Rs. 416.385 Lacs per gross acre for the commercial plotted colony. These charges shall be payable to Director, Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of license or in twelve equal quarterly installments 8.33 percent each i.e.
 - i. First installment 8.33 percent of the amount of the EDC shall be payable within a period of 30 days from the date of grant of license.
 - ii. Balance 91.67 % in eleven equal quarterly installments along with interest @ of 12 % annum, which shall be charged on the unpaid portion of the amount worked out at the tentative rates 416.385 lacs per gross acre for the commercial colony, however at the time of grant of occupation certificate nothing will be outstanding as EDC.
 - iii. Owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 416.385 lacs per gross acre.
2. The EDC are under finalization. In the event of increase tentative EDC rates, the owner shall pay the Enhanced EDC and the interest on installments, if any, from the date of grant of license.
3. That the owner shall specify the details of the calculation per sq. mtr. /Sq. ft. which is being demanded from the commercial site owners on account of EDC/ IDC, if being charged separately as per rates fixed by the Govt.
4. For grant of completion certificate, the payment of external development charges shall be prerequisite along with valid licence and bank guarantee.
5. The unpaid amount of external development charges would carry an interest at a rate of 15% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% simple per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.
6. That the owner shall derive maximum net profit @ 15% of the total project cost of development of the above noted industrial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus

For Pyramid Int. Ltd.


Authorized Sig

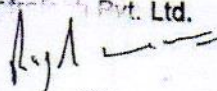

Director
Town & Country Planning
Gurgaon, Haryana




amount shall be deposited, within two months in the State Government Treasury by the Owner.

7. The owner shall submit the certificate to the Director within thirty days of the full and 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.
8. In case Haryana Urban Development Authority executes external development works before final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.
 - (a) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
 - (b) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
 - (c) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
 - (d) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
 - (e) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
 - (f) That the owner shall complete the internal development works within one year of the grant of the licence.
 - (g) That the owner shall deposit infrastructure development charges @ Rs. 1000/- per square meters of the total covered area for the gross area of the commercial plotted colony in two equal installments. The first installment of the IDC would be deposited by the owner within sixty days from the date of grant of licence and the second

For Pyramid Infrastructure Pvt. Ltd.


Authorized Sign.


Director
Town & Country Planning
Haryana, Chandigarh

instalment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

- (h) 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 Commercial Plotted Colony.
 - (i) 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 licence granted.
 - (j) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
 - (k) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.
9. 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.
10. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the owner.
11. Upon cancellation of the licence 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 Urban Areas Rules, 1976, as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.
12. The Stamp duty and registration charges on this deed shall be borne by the owner.
13. The expressions "The Owners" herein above used shall includes his heirs, legal representatives and successors and permitted assignees.
14. After the layout plans and development in respect of the Commercial Plotted Colony have been completed by 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 the 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

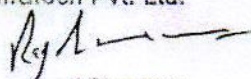
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Signature
Signature

Director
Town & Country Planning
Haryana, Chandigarh

years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner.

15. That any other condition which the Director may think necessary in public interest can be imposed.
16. The Owner/Developer shall pay labour cess charges as per the prevalent policy of Govt.
17. That the owner shall submit the list of the allottees to the Director twice a year.
18. That the record of the such allotment shall be open for the inspection by the State Government.
19. That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, parking, public health services 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 owner/ 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. That the owner/Developer shall deposit 30% of the amount realized by him from the Commercial Space 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 internal development works of the colony.
21. 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 ensuring due compliance of the execution of the development works in accordance with the licence granted.
22. That the owner shall carry out his own expenses any other works which the director may think necessary and reasonable in the interest of proper development of the colony.
23. That the bank guarantee of the internal development works. 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 plan. Within an increased in the cost of construction and an increase in the number of facilities in the layout plan, the owner shall will furnish an additional bank guarantee within 30 days on demand.

For Pyramid Infratech Pvt. Ltd.


Signatory


Director
Town & Country Planning
Haryana, Chandigarh



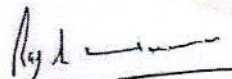
24. That any other condition which the Director may think necessary in public interest can be imposed.
25. That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credit under Section 4(2)(1)(D) of the real application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically dedicated and gets credited to the EDC head in the state treasury.
26. That such 10% of the total receipt from each payment made by the allottee which is received by the Department shall get automatically credited, on the date of receipt in Government Treasury against EDC dues.
27. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
28. That implementation of such mechanism shall, however, have no bearing on EDC installment shall schedule conveyed to the owner/developer. The owner/developer shall continue to supplement such automatic EDC deductions with payment from its own funds to ensure that by the EDC installment that are due for payment that paid as per the prescribed schedule.

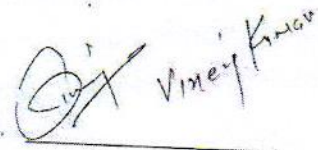


IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.


WITNESS:

PYRAMID INFRATECH PVT. LTD.


Authorized Signatory

1. 
Viney Kumar

2. _____


Director
Town & Country Planning
Haryana, Chandigarh

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH