

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 29/06/2022

Certificate No. G0292022F2890



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 91486492



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : GLS Infracon Pvt Ltd

H.No/Floor : 707

Sector/Ward : 15

Landmark : Jmd pacific square

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 96*****82



Purpose : AGREEMENT to be submitted at Concerned office

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FORM LC-IV

(See rule 11 of Haryana Development and Regulation of Urban Areas Rules, 1976)

Agreement by Owner/Developer of land intending to set up an affordable group housing colony

This agreement is made on the 4th day of October, 2022

between

Haryana Industries in collaboration with M/s GLS Infracon Private Limited, Company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having registered office at 707, 7th Floor, JMD Pacific Square, Sector – 15, Part- II, Gurugram, Haryana – 122001, represented through its director namely **Sh. Surinder Singh** authorised vide board resolution dated 5th February 2022 (hereinafter referred to as "Owner/Developer") of the one part;

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

Director
Town & Country Planning
Haryana, Chandigarh

For GLS Infracon Private Limited

Director

In pursuance of the provisions of the rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules"), and the conditions laid down therein for the 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 an Colony on land area measuring **1.875 Acres situated in the revenue estate of Village Nawada Fatehpur, Sector - 81, 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 here to on the fulfillment of all the conditions laid down in the said rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows: -
 - (a) 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.
 - (b) The Owner/ Developer shall pay labour cess charges as per policy of Govt. dated: 25.02.2010 or as issued from time to time.
 - (c) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provisions to site in licensed land for transformers/ Switching Stations/ Electric Substations as per norms prescribed by the power utility in the Zoning Plan of the Project.
 - (d) 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/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 DGTCF till the services are made available from the external infrastructure to be laid by HUDA/HSVP.
 - (e) 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.
 - (f) That the Owner/Developer shall pay the proportionate EDC at the tentative rate of Rs. 104.096 Lac per acre (Rupees One Crore Four Lacs Ninety Six Thousand only) for Colony (other than commercial) component and Rs. 486.13 Lacs per acre (Rupees

Four Crore Eighty Six Lacs Thirteen Thousand) for Commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, town and Country Planning, Haryana either in lump sum within 30 days from the date of grant of license or in ten equal six monthly installments of 10% each.

- (g) First installment of 10% of the total amount of EDC shall be payable within the period of 30 days from the date of grant of license.
- (h) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% p.a. which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 104.096 lacs per gross acre of total colony (other than commercial component) and Rs. 486.13 lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- (i) That the Owner/Developer shall pay the EDC as per schedule date and time as and when demanded by DTCP, Haryana.
- (j) 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.
- (k) 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 would be considered.
- (l) The unpaid amount of EDC will carry an interest at the rate of 12% p.a. (Simple) and in case of any delay in the payment in installments on the due date, an additional penal interest of 3% p.a. (making the total payable interest @15% p.a.) would be chargeable up to the period of three months and an additional three months with the permission of Director.
- (m) In case HUDA/ HSVP executes 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 lump sum even before the completion of license period and the Owner/Developer shall be bound to make the payment within period so specified.
- (n) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Colony from the Haryana Vidyut Parsaran Nigam Limited (HVPNL). 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 HVPNL. However, the installation of internal electricity distribution infrastructure as per peak load requirement of the said Affordable 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 "external

electrical services” and complete the same before obtaining completion certificate for the said colony.






- (o) No third party right shall be created without obtaining the prior permissions of the DTCP, Haryana, Chandigarh.
- (p) That the Owner/Developer shall construct all the community buildings within the period so specified by the Director from the date of grant of license as per the applicable provision.
- (q) That the Owner/ Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.
- (r) That the Owner/Developer shall complete the Internal development works within four years of the grant of license.
- (s) That the rates, schedule, terms and conditions of EDC a 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 the accordance with the rates, schedule, terms and conditions determined by him along with the interest from the date of grant of License.
- (t) That the Owner/Developer shall permit the Director, or any other officer authorised by him in this behalf to inspect the execution of the development works in the said colony and the colonizer shall carry out all the directions issued to him for ensuring due compliance of the execution of the layout plans and development works in accordance with the license granted.
- (u) 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.
- (v) That the owner shall be responsible for the maintenance and upkeep of all roads, open spaces of the said affordable group housing colony for the period of five years from the date of the issuance 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 health services free of cost to the Government or the local authority, as the case may be.
- (w) 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 violate any provision of the Act and/or rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to the Owner/ Developer.
- (x) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.


Director
Town & Country Planning
Haryana, Chandigarh

For GLS Infracon Private Limited

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Director

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|---|---|---|---|
| Bond |  Indian-Non Judicial Stamp Haryana Government  | | Date : 29/06/2022 |
| Certificate No. | G0292022F2892 |  | Stamp Duty Paid : ₹ 101 |
| GRN No. | 91486492 |  | Penalty : ₹ 0 |
| Deponent | | | (Rs. Only) |
| Name : | GLS Infracon Pvt Ltd | | |
| H.No/Floor : | 707 | Sector/Ward : | 15 |
| City/Village : | Gurugram | District : | Gurugram |
| Phone : | 98*****82 | State : | Haryana |
| | | |  |
| Purpose : AGREEMENT to be submitted at Concerned office | | | |

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FORM LC-IV A

[See Rule 11(1)(h)]

Bilateral Agreement by Owner/Developer of land intending to set up an Affordable Group Housing Colony

This agreement is made on the 4th day of October, 2022
between

Haryana Industries in collaboration with M/s GLS Infracon Private Limited, Company registered under the Companies Act, 1956 and validly existing under the Companies Act, 2013, having registered office at 707, 7th Floor, JMD Pacific Square, Sector – 15, Part- II, Gurugram, Haryana – 122001, represented through its director namely **Sh. Surinder Singh** authorised vide board resolution dated **5th February 2022** (hereinafter referred to as “Owner/Developer”) of the one part;

AND

The GOVERNOR OF HARYANA, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the “Director”) of the other part.

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 (hereinafter referred to as


Director
Town & Country Planning
Haryana, Chandigarh

For GLS Infracon Private Limited

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Director

the "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 the development works in accordance with the license finally granted for setting up of an Affordable Group Housing colony on the land area measuring **1.875 Acres situated in the revenue estate of Village Nawada Fatehpur, Sector - 81, 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 Group Housing colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this bilateral agreement, the Owner/Developer, his 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/ Developers hereunder covenants as follows:

1. That all the buildings to be constructed in the said Affordable group housing Colony shall be with the approval of the competent authority and shall be in addition to provisions of the Zoning Plan of 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).
2. That the Owner/Developer undertakes to pay proportional external development charges (EDC) for the area earmarked for Affordable Group Housing scheme, as per rate, schedule and conditions Annexed hereto. That the rates, schedule and terms and conditions of EDC as mentioned 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 interest from the date of grant of license.
3. That the Owner/Developer shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment


Director
Town & Country Planning
Haryana, Chandigarh

For GLS Infracon Private Limited

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Director

Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the residents therein.

13. After the layout plans and development works or part thereof in respect of the affordable group housing colony have been completed and a completion certificate in respect thereof 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 group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof, as the case may be, for a period of 5 years from the date of issue of the completion certificate under rule-16 or earlier in case the Owner/Developer 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/Developer.
14. That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of 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 thirty days on demand.
15. That any other condition which the Director may think necessary in public interest can be imposed.
16. 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


Director
Town & Country Planning
Haryana, Chandigarh

For GLS Infracon Private Limited


Director

payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.

17. 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.
18. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
19. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the 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.

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


WITNESSES :

1. 
Pankaj Sharma S/o Sh. H C Sharma
At: 707, 7th Floor,
JMD Pacific Square,
Sector – 15, Part – II,
Gurugram, Haryana.

For GLS Infracon Private Limited

Director

OWNER/DEVELOPER
GLS INFRACON PRIVATE LIMITED

2. 
Ashish Drall S/o Sh. R S Drall
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