



# Indian-Non Judicial Stamp Haryana Government



Date : 27/07/2022

Certificate No. G0272022G1209



Stamp Duty Paid : ₹ 101

GRN No. 92899379



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Silver X Projects india pvt ltd

I.No/Floor : 02gf/t2b

Sector/Ward : 49

Landmark : Vatika city homes

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*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 3<sup>rd</sup>, day of October, 2022.

## Between

Sh. Bheem Singh, Inder Singh, Forsythia Probuild Pvt. Ltd. in Collaboration with Silver X Projects India Pvt. Ltd. having their office at Flat No. 02 GF, Hemelia Street Emalia Tower 2B, Vatika City Homes, Sector-49, 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 finally granted for setting up Colony on the land measuring 4.15 acres falling in Village-Naurangpur, Sector 79B, District Gurugram, Haryana.

Director General

Town & Country Planning  
Haryana, Chandigarh

Silver X Projects India Pvt. Ltd.

Authorised Signatory

1. 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.
2. The Owner/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 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.
4. 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 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 DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
5. 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/Developers towards meeting the cost of internal development works of the colony.
6. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 104.0975 Lacs/Acres (Rs. One Crore Four Lacs Ninety seven Thousand Five Hundred only) for colony (other than commercial) component and Rs. 486.1344 lacs /acres (Rs. Four Crore Eighty Six Lacs Thirteen Thousand) for commercial component. These charges shall be payable to Director, Town and Country Planning, Haryana, online either in lump sum within 30 days from the date of grant of License or in six equal six monthly installments.
7. First installment of 16.67 percent of the total amount of EDC shall be payable within a period of 30 days from the date of grant of licence.
8. Balance 83.33 Percent 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. 104.0975 Lacs per gross acre of total colony (other than commercial component) and Rs. 486.1344 Lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
9. That the Owner shall pay the EDC as per schedule date and time s and when demand by the DTCP, Haryana.
10. 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 licence and shall furnish and Additional Bank Guarantee, if any, on the enhanced EDC rates.
11. 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.
12. 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



Director General  
Town & Country Planning

Authorized Signatory

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.

13. 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 Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owner/Developer shall be bound to make the payment within the period so specified.
14. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said 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 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" 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.
15. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
16. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence as per applicable legal provision.
17. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the licence and applicable legal provisions.
18. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of licence.
19. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the licence 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, terms and conditions determined by him along with interest from date of grant of licence.
20. 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 insuring due compliance of the execution of the development works in accordance with the licence granted.
21. 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.

22. 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, 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.

23. 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 provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver

Director General  
Town & Country Planning  
Haryana, Chandigarh

Silver X Projects India Pvt. Ltd.

Authorised Signatory

or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.

24. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
25. 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.

Witness: 1. Dimpy Saini

# 689/4, Pacheraunga Bazaar  
Panipat.

Dimpy Saini

2.

Silver X Projects India Pvt. Ltd.  
FOR Silver X Projects India Pvt. Ltd.

[Signature]  
Authorized Signatory

AUTHORIZED SIGNATORY

DIRECTOR

[Signature]  
Director General  
Town & Country Planning  
Haryana, Chandigarh

TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA



# Indian-Non Judicial Stamp Haryana Government



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## Deponent

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## FORM LC-IV-A

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

This Agreement is made on this 3<sup>rd</sup> day of October, 2022.

## BETWEEN

Sh. Bheem Singh, Inder Singh, Forsythia Probuild Pvt. Ltd. in Collaboration with Silver X Projects India Pvt. Ltd. having their office at Flat No. 02 GF, Hemelia Street Emalia Tower 2B, Vatika City Homes, Sector-49, 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 Affordable Group Housing Colony on the land measuring 4.15 acres, Village-Naurangpur, falling in Sector 79-B, District Gurugram, Haryana.

Director General

Town & Country Planning  
Haryana, Chandigarh


Silver X Projects India Pvt. Ltd.

Authorized Signatory

**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, 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 all the buildings to be constructed in the said Affordable 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 by-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, sanitary requirements and circulation (vertical and horizontal).
2. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" for the area earmarked for the affordable group housing scheme, 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.
3. 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 and Rules and/or policies, made thereunder as amended from time to time, which shall be followed in letter & spirit.
4. The terms and condition of the policy parameters as prescribed under the Affordable Group Housing Policy, 2013 as notified by notification No. 48921 dated 19.08.2013 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.
5. That the responsibility of the ownership of this common area and facilities as well as their management and maintenance shall continue to vest with 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.
6. That all flats in the project shall be allotted strictly as per the Affordable Group Housing Policy 2013 as amended from time to time.
7. That the pace of the construction shall be at least in accordance with the sale agreement executed with the buyers of the flats.
8. 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 affordable group housing colony.
9. That the owner / developer shall receive the maximum price of allotment of flats which shall be of Rs. 4000/- per sq. ft. and Rs. 500/- for balcony or as prescribed in the AGH policy.

  
Director General  
City Planning  
Gurgaon

  
Silver X Projects India Pvt. Ltd.  
Authorized Signatory

10. The developer shall invite applications & allot flats strictly as per norms & mandate of Affordable Group Housing Policy, 2013 as notified by notification No. 48921 dated 19.08.2013 as amended from time to time.

11. The colonizer can execute a plot/flat Buyer Agreement with the allottees of plot/flat, but the same should be within the purview of the policy framed by the State Govt.

12. 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 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.

13. After the layout plans and development works or part thereof in respect of the said Affordable 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 Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Affordable 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 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.

14. 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/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.

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 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.

Director General  
Urban & Country Planning  
Chandigarh

Silver X Projects India Pvt. Ltd.

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.

Witness: 1. Dimpy Saini  
#689/4, Pachhanya Bazar,  
Panipat

Dimpy Saini

2.

Silver X Projects, India Pvt. Ltd.  
FOR Silver X Projects India Pvt. Ltd.

[Signature]  
Authorized Signatory

AUTHORIZED SIGNATORY

DIRECTOR

[Signature] TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH

FOR AND ON BEHALF OF THE  
GOVERNOR OF HARYANA

Director General  
Town & Country Planning  
Haryana, Chandigarh