



Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 15/07/2023
Certificate No.	G002023G1042		Stamp Duty Paid : ₹ 101	
GRN No.	105155986		(Rs. Only)	
Deponent			Penalty : ₹ 0	
			(Rs. Zero Only)	
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 QrCode Through smart phone or on the website https://egrashry.nic.in				

LC-IV-A

[See rule 11 (1) (h)]

BILATERAL AGREEMENT BY THE OWNERS OF THE LAND INTENDING TO SET UP A GROUP HOUSING COLONY UNDER TOD ZONE

This Agreement is made and executed at Gurugram on 03rd day of August, 2023

BETWEEN

Pyramid Infratech Pvt. Ltd. having its Registered Office at H-38, Ground Floor, M2k White House, Sector- 57, Gurugram-122002 is represented herein through its Director (hereinafter called the "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory Rajesh Kumar.

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AND

The Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR GENERAL")

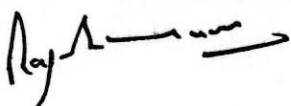
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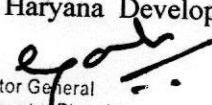
Whereas in addition to agreement executed in pursuance of the provisions of Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "Rules") and the conditions laid down, therein for grant of licence, the Owner shall enter into a Bilateral Agreement with the Director General for carrying out and completion of the development works in accordance with the licence finally granted for setting up a Group Housing Colony under TOD Zone on land measuring 4.825 Acres falling in revenue estate of Village Begampur Khatola, Sector-71, Gurugram.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owner/Developer.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

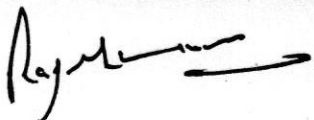
1. In consideration of the Director General agreeing to grant license to the owner to set up the said Group Housing Colony Under TOD Zone on the said land mentioned in the Annexure hereto on the fulfilment of all the conditions laid down in Rules - 11 of Haryana Development

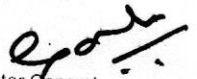



 Director General
 Town & Country Planning
 Haryana, Chandigarh

and Regulation of Urban Areas Rules, 1976 the Owners/Developer, hereby covenant as follows:-

- a) That in the case of Group Housing Colony under TOD Policy adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (EWS) and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 sq. ft, which will cater to the minimum size of the room along with bath & water closet.
- b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in-force in that area and shall conform to national building code (NBC) with regard to the inter-se-distances between various blocks, structural safety, fire safety & Sanitary requirements and circulation (vertical and horizontal).
- c) That the adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective Development Plan of the area shall be provided by the Owners/Developer.
- d) The Owner shall construct at his own cost construct the primary -cum- nursery school, community building/ dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Govt. at any time free of cost and thus set apart for primary-cum-nursery school, community centre buildings/dispensary and first aid centre, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.
No third party right shall be created without the prior permission of the Director General, Town & Country Planning, Haryana, and Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of license.
- e)
 - (i) That the Owners/Developers undertakes to pay proportionate External Development Charges (EDC) for the area earmarked for Group Housing Colony under TOD Policy, as per rate, schedule and conditions annexed hereto:-
 - (ii) That the rates, schedule and terms and conditions of External Development Charge as mentioned in LC-IV may be revised by the Director General during the license period as and when necessary and the Owner 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.
 - (iii) That the owner/developer shall integrate its bank account in which 70% of the receipts are credited under section 4(2)(i)(d) of the real estate and regulation and development act, 2016 with the online application/payment gateway of the department in such manner so as to ensure 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.
 - (iv) 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 Govt. Treasury against EDC dues.
 - (v) Such 10% deduction shall continue to operate till the total EDC dues get received from the owner/developer.
 - (vi) That the implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/. The owner/developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that the EDC installments that are due for payments get paid as per prescribed schedule.
- f) That the Owner/Developer shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @ Rs. _____ lacs per gross acre which is a tentative charge only for construction of a portion of the total community buildings.



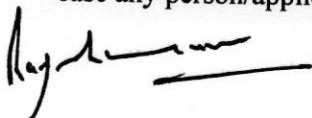

Director General
Town & Country Planning
Haryana, Chandigarh

- g) That the Owner/Developer shall ensure that the flats / dwelling units are sold/ leased/ transferred by him keeping in view the provision of Haryana Apartments Ownership Act, 1983.
- h) That the Owner/Developer shall abide by the provisions of the Haryana Apartment Ownership Act. 1983.
- i) That the responsibility of the Ownership of the common area and facilities as well as their managements and maintenance shall continue to vest with the colonizer till such time the responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.
- j) That the Owner/Developer shall be responsible for the maintenance and up-keep of all the roads, open spaces, public parks, public health services for a period of five years from the date of issue of the completion certificate under Rule-16 unless earlier relieved of this responsibility, which the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- k) That the Owner shall deposit 30% of the amount realized by him from flats holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled Bank and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works and the construction works in the colony.
- l) That the Owner/Developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/ Group Housing Colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- m) That the Owners/Developer shall deposit Infrastructure Development Charges (IDC) at the rate Rs. 3,95,62,671/- in two equal instalments. The first instalment of the infrastructure development charges shall be deposited by the Owner/Developer within 60 days from the date of grant of license and the second instalment shall be deposited by the owner within six months of the date of grant of license. The unpaid amount of infrastructure Development charges shall carry an interest @ 18 % per annum (simple) for the delay in the payment of instalment.
- n) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- o) That the Owner/Developer shall carry out, on his own expenses any other works which the Director General may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- p) That owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections (EWS) categories, and the area of such a flat shall not be less than 200 sqft. These flats shall be allotted of the maximum cost of Rs. 7,50,000/- per flat by the colonizer with the eligibility criterion :-
- Any person registered under BPL family includes his/her spouse or his/her dependent children who do not own any flat/plot in any HUDA sector/ licensed colony in any of the Urban Area in the State, will be eligible for making the application.
 - That the first preference will be given to the BPL families listed in the same Town and followed by those Listed in the District and then in the State.
 - That complete scheme shall be floated for allotment in one go within four months of grant of license or sanction of building plans, whichever is later and possession of plots/flats shall be offered within the valid license period of 4 years.
 - That Owner/Developer will make the scheme transparent, advertisement will be given in one of the leading English National daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include

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details like schedule of payment, number of plots/flats, size etc. The Advertisement should also highlight the other essential requirements, terms and conditions as the envisaged in the policy of Government.

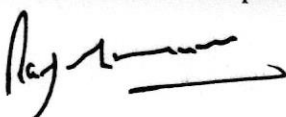
- v) That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (at least of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director General, Town & Country Planning and Owner/Developer concerned.
- vi) That the date of draw of lots will be fixed by concerned Senior Town Planner and the result will also be published in the newspaper as referenced in (iv) above.
- vii) The complete scheme shall be floated within six months from the issuance of occupation certificate/ part occupation certificate of EWS Flats. The colonizer upon obtaining such occupation/ part occupation certificate, shall immediately and not later than 60 days convey the detail of such identification of eligible beneficiaries.
- viii) The Housing Board Haryana shall act as an intermediary for the purpose of identification of eligible beneficiaries only on behalf of the colonizer and DTCP, Haryana. By no means the involvement of Housing Board Haryana shall amount to its being designated as a developer for the project, as far as compliance under RERA act is concerned.
- ix) All compliances pertaining to Haryana Development and Regulations of Urban Areas Act, 1975 as well as Apartment Ownership Act, 1983 shall continue to be the sole responsibility of the licensee.
- x) While identifying the beneficiaries for allotment, Housing Board Haryana shall grant first preference to the BPL family thereafter to the EWS applicants of the State.
- xi) For the purpose of this policy, the definition of EWS stands adopted as provided under PMAY guidelines i.e. with household income less than 3 lakh or as amended under PMAY guidelines from time to time.
- xii) That in case where EWS flats have already been advertised, the licensee shall conduct the draw of lots within three months from the issuance of the policy.
- xiii) That the list of successful allottees along with waiting list upto 25% of total number of EWS flats shall be published in newspaper as specified above.
- xiv) After completion of the process of identification of successful allottees, Housing Board, Haryana shall convey the list of successful applicants alongwith the waiting list to the concerned colonizer under intimation to the DGTCP, Haryana.
- xv) All other formalities pertaining to the issuance of allotment letter and recover of instalments from the successful allottees continue to remain with the colonizer. If successful allottee fails to deposit the instalments, he may be given 15 days time from the issuance of publication of such list in one daily Hindi News paper failing which allotment shall stands cancelled.
- xvi) For avoiding duplicasy the colonizer shall fix a rubber stamp of his company on the BPL Card of the allottee till the time aadhar card are not made compulsory and thereafter the entry of number of aadhar card of BPL candidates will be compulsory in the application form.
- xvii) The list of the successful BPL as well as EWS beneficiaries shall be forwarded to the department of Urban Local Bodies Haryana, for maintain and integrating data base of the allottee so as to avoid duplicate allotment to the same beneficiaries.
- xviii) BPL as well as EWS verifications shall be carried out in case of successful allottees only.
- xix) Housing Board, Haryana shall charge 10,000/- as registration/earnest money along with each application. Housing Board Haryana shall retain such registration charges from each successful allottee after conducting the draw of a lot. The balance amount of Rs 1.4 lakhs shall be recovered directly by the colonizer from the beneficiaries as identified by the Housing Board, Haryana.
- xx) That for unsuccessful candidates, refund of registration/earnest money shall be made within two months from the date of draw, but, the same shall be +without interest/compensation. There earnest money of the person/applicants in the waiting list may be retained by the colonizer/owners till the process of allotment of successful allottees/applicants is completed as mentioned in clause iii(d) of this agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for refund of earnest money, even during

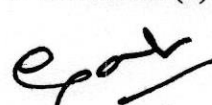


- the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions.
- xxi) In case of successful candidates surrenders his flat, entire amount will be refunded by the colonizer without any deduction. However, the registration amount of Rs. 10,000/- recovered by Housing Board Haryana shall remain non-refundable.
 - xxii) That the allottee of EWS flats shall not be allowed to further transfer the flats to any other person within a period of five years after getting the possession. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
 - xxiii) That the Owner/Developer will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in Group Housing Colonies.
 - xxiv) That Owner/Developer will ensure at the time of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted.
 - xxv) That the allotment of these plots/ flats can also be made with the approval of the Govt to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner, consisting of concerned Deputy Commissioner Administrator, HSVP, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy / court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HSVP/ Government.
 - xxvi) That no maintenance charges are recoverable from EWS plot/ flats holders. However, colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from beneficiaries if such services are provided by the Colonizers/Association.
 - xxvii) The Colonizer can execute a plot/flat Buyer Agreement with the allottee of EWS plot/flat, but the same should be within the purview of the EWS Policy framed by the State Govt. from time to time.
 - xxviii) No security deposit or refundable contingency deposit shall be demanded by the colonizer from the EWS plot/flat holder.
 - xxix) If there is an increase in the prescribed minimum size of EWS Plot/Flat, then extra amount can be recovered at the prescribed rate from the EWS plot/flat holders.
 - xxx) That the Owner/Developer shall derive maximum net profit @ 15% of the total project cost for development of colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period surplus amount shall either be deposited within two months in the state Government Treasury by the Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

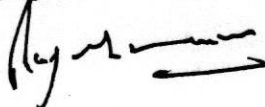
Further the owner shall submit the following certificates to Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-


- a) The overall net profits (after making provision of the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.
- b) A minimum of 15% in case of EWS/LIG income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.




Director General
Town & Country Planning

- c) That the Owner/Developer while determining the sale price of flats in the open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director General.
- d) After the layout plan and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf, from the Owners 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 Group Housing Colony completed shall be released and provided further the bank guarantee equivalent to 1/5 " amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of issue of completion certificate under Rule-16 or earlier in case the Owners is relieved of the responsibilities 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.
- e) That the bank guarantee of the internal development works has been furnished on the interim rates of development works and constructions of community buildings. The Owner will 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 increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.
- xxxii) Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this Agreement or violate any provisions of the Act & the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director General, may cancel the licence granted to Owner/Developer.
- xxxiii) Upon cancellation of the licence under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and Haryana Development and Regulation of Urban Area Act, 1976 and all the subsequent amendments made in the act and rules. The Bank Guarantee in the event shall stand forfeited in favour of the Director General.
- xxxiiii) The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- xxxv) The expression the "Owner/Developer" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.
- xxxvi) 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 and make their own arrangement for temporary disposal or to give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of Director General, Town & Country Planning till the services are made available from the external infrastructure to be laid by HUDA.
- xxxvii) 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 licence to enable provision of site in licenced land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.




Director General
Town & Country Planning
Haryana, Chandigarh

xxxvii) That any other condition which the Director General may think necessary in public interest can be imposed.

2 The owner shall pay labour cess charges as per the policy of Govt dated 25.02.2010.

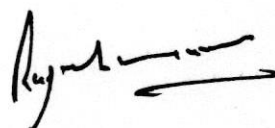
IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL HAVE SIGNED THIS DEED ON THE DATE AND YEAR ABOVE FIRST WRITTEN.

Witnesses:-

1. Parvesh Kumar
vill. Kanipia Taluk
Tehsil. Bilaspur Dist. VNR

2.

PYRAMID INFRATECH PVT. LTD.



(RAJESH KUMAR)
(AUTHORIZED SIGNATORY)



Director General
Town & Country Planning
Haryana, Chandigarh

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



ANNEXURE "A"

Detail of land owned by M/s Pyramid Infratech Pvt. Ltd.

Village Begampur Khatola, Sector-71, Gurugram.

<u>Village</u>	<u>Rect. No.</u>	<u>Killa No.</u>	<u>Area</u>
			K-M
Begampur Khatola	37	21	2-10
	38	16/2	4-16
		17/1/1	1-10
		24/2/2	3-18
		25	8-0
	51	4/2/2	6-4
		5	8-0
	52	1	1-6
		Total	36-4
			Or 4.525 Acres