

Bond		Indian-Non Judicial Stamp Haryana Government		Date : 15/07/2023	
Certificate No.	G002023G1023			Stamp Duty Paid : ₹ 101	
GRN No.	105156080			(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 : LC IV 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					

LC-IV

AGREEMENT BY THE OWNER 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.

of the One part

AND

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

of the other part

Whereas the owner is well entitled to the land mentioned in the Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony under TOD Zone.

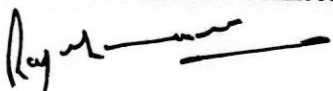
And Whereas under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said 'Rules'), one of the conditions for the grant of the license is that the owner shall enter into an agreement with Director General for carrying out and completion of the development works in accordance with the license finally granted for the setting up a Group Housing Colony under TOD Zone on land measuring 4.525 Acres falling in revenue estate of Village Begampur Khatola, Sector-71, Gurugram.

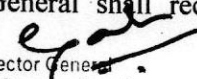
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Director General
Town & Country Planning
Haryana, Chandigarh

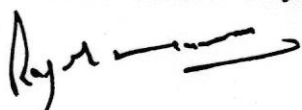
- (a) That the Owner/Developer shall deposit 30% of the amount realized by him from the flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development Works of the colony.
- (b) That the Owner/Developer undertakes to pay proportional External Development Charges (EDC) for the area earmarked for the Group Housing Colony under TOD Zone as per rate, schedule, terms and conditions hereto:
- I. That the Owner/Developer shall pay the proportionate External Development Charges at the tentative rate of Rs. 312.289 Lacs (3.5/1.75) per gross acre for Group Housing Component under TOD Zone of 4.26059 Acres and rate of Rs. 486.13 Lacs (2.5/1.75) per gross acre of total Commercial Component of 0.001215 Acres. These charges shall be payable to Haryana Urban Development Authority through the Director General, Town & Country Planning, Haryana either in lump sum within 30 days from the date of grant of Licence or in ten equal half yearly installment of 10% each i.e.
 - II. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of licence.
 - III. Balance 90% in 9 (Nine) equal half yearly installments along with interest at the rates of 15 % per annum which shall be charged on the unpaid portion of the amount worked out at the tentative rate of Rs. 312.289 Lacs (3.5/1.75) per gross acre for Group Housing Component under TOD Zone of 4.26059 Acres and rate of Rs. 486.13 Lacs (2.5/1.75) per gross acre of total Commercial Component of 0.001215 Acres. However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.
 - IV. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
 - V. That the Owner shall specify the detail of calculation per Sq.m./Per Sq.ft. which is being demanded from flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 - VI. 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 the Additional Bank Guarantee, if any, on the enhanced EDC rates.
 - VII. 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.
 - VIII. The unpaid amount of EDC would carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installments on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% simple) would be chargeable up to a period of three months and an additional three months with the permission of Director General.
 - IX. In case, HSVP executes External Development Works and completes the same before the final payment of EDC, the Director General 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 license period i.e. four years and the Owners/Developer shall be bound to make the payment within the period so specified.
 - X. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director General, from time to time.
 - XI. That the pace of the construction shall be least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
 - XII. The Owner/Developer shall arrange the electric connection from outside source for electrification of their Group Housing Colony from H V P N L, If the Owner/Developer fails to seek electric connection from H V P N L, then the Director General shall recover




Director General
Town & Country Planning

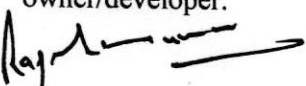
the cost from the owners and deposit the same with the H V P N. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the Group Housing Colony shall be the responsibility of the owners/developer, for which the owner/developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e HVPNL/UHVNL/ DHBVNL, Haryana and complete the same before obtaining completion certificate for the said Group Housing Colony.

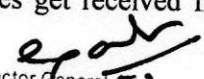
- XIII. No EDC would be recovered from the Economically Weaker Section (EWS) Lower Income Group (LIG) categories of allottees.
- XIV. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services of the said Group Housing Colony for a period of five years from the date of issue of the completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon 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.
- XV. That the owner shall construct at his own cost or get constructed by any other institution or individual at its own cost, schools, hospitals, community centre's and other community buildings on the land set apart for this purpose, within a period of four years from the date of grant of licence extendable by the Director General for another period of two years, for reasons to be recorded in writing, failing which the land shall vest with the Govt. after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.
- XVI. No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- XVII. The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of licence.
- XVIII. That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licenced area as well as total combined plans of the licenced area as a whole.
- XIX. That the Owner/Developer shall complete the Internal Development Works within two years on the grant of licence.
- XX. That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause 1(b) of the agreement.
- a) That the owner shall be furnish the layout plan of Group Housing Colony under TOD Policy (with 2.5 FAR) scheme along with the service plans detailed estimates together with the bank guarantee equal to 25 % of the total cost of the development works (Both For internal and external) for the area under Group Housing scheme within a period of 60 days from the date of grant of license.
- b) That in case of group housing adequate accommodation shall be provided for domestic services and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units, and the area of such a unit shall not be less than 140 Sq. Ft. which will be cater to the minimum size of the room along with bath and WC.
- c) That adequate educational, health, recreational and cultural amenities to the norms and standard provided in the respective development plan of the area shall be provided.
- d) That the owner shall infrastructure development works @ 625 sq. mtr. For group housing colony under TOD policy (with 2.5 far) area and Rs. 1000/- per sq. mtr. Of the commercial area in two equal installments. The first installment of the IDC would be deposit by the owner within 60 days from the date of grant of license and second installment within 6



months from the date of grant of license. The unpaid amount of the IDC shall carry an interest @ 18% (simple) p.a. for the delay in the installments.

- XXI. That the Owner/Developer shall carry out at their own expenses any other works which the Director General may think necessary and responsible in the interest of proper development of the said Group Housing Colony.
- XXII. That the Owner/Developer shall permit the Director General or any other officer authorized by him in his behalf to inspect the execution of the development works in the said Group Housing Colony under TOD policy 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 license granted.
- XXIII. 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.
- XXIV. That the Owner/Developer shall give the requisite land for the treatment work (Oxidation ponds) and for broad irrigation purposes at his own cost till the completion of external sewerage system by HSVP and make their own arrangements for temporary disposable or give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HSVP.
- XXV. Provided always and it is hereby agreed that if the owner/developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or the Rules, in case and notwithstanding the waiver of any previous clause or right, the Director General may cancel the License granted to the Owner/Developer
- XXVI. Upon cancellation of the License under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other land. The Bank Guarantee in that event shall stand forfeited in favour of the Director General.
- XXVII. The Stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
- XXVIII. The expression Owner/Developer hereinbefore used/ shall include his heirs, legal representatives, successors and permitted assignees.
- XXIX. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director General 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 Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof as the case may be, of for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director General in proportion to the payment of the EDC received from the owner.
- XXX. 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 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.
- XXXI. 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.
- XXXII. Such 10% deduction shall continue to operate till the total EDC dues get received from the owner/developer.




Director General
Town & Country Planning
Haryana

XXXIII. 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.

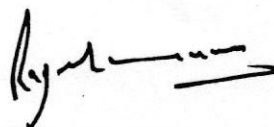
IN WITNESS WHERE OF THE OWNER/DEVELOPER AND THE DIRECTOR GENERAL HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

Witnesses:-

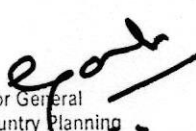
1. *Paween Kumar*
vill. Kanilla-Talrian
Teh. Bilaswar, Distt. YNR

2.

PYRAMID INFRARATECH 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

