

5111

Non Judicial		<b>Indian-Non Judicial Stamp Haryana Government</b>		Date : 09/06/2023	
Certificate No :	G0I2023F2841		Stamp Duty Paid :	₹ 27622000	
GRN No :	103648115		Penalty :	₹ 0	
<b><u>Seller / First Party Detail</u></b>					
Name :	Pyramid and Lid realtors LLP				
H.No/Floor :	354/111	Sector/Ward :	Nil	LandMark :	100 foot road gherm
City/Village :	Gherm	District :	New delhi	State :	Delhi
Phone :	99*****72				
<b><u>Buyer / Second Party Detail</u></b>					
Name :	Silverglades Homes Llp				
H.No/Floor :	506/51	Sector/Ward :	N4	LandMark :	Time square building b block
City/Village :	Sushant lok 1	District :	Gurugram	State :	Haryana
Phone :	99*****72				
Purpose :	Collaboration Agreement				
 					

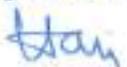
The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahitya.hic.in>

**THIS STAMP PAPER FORMS INTEGRAL PART OF THE JOINT DEVELOPMENT AGREEMENT EXECUTED BETWEEN PYRAMID AND LID REALTORS LLP [FORMERLY KNOWN SCJS BUILDWELL LLP] AND SILVERGLADES HOMES LLP.**

**PYRAMID & LID REALTORS LLP**

  
**Designated Partner**

**For Silverglades Homes LLP**

  
**Designated Partner**

प्रलेख नः5111

दिनांक:12-06-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील वजीराबाद

गांव/शहर बहरामपुर

धन संबंधी विवरण

राशि 1381049984 रुपये

स्टाम्प ड्यूटी की राशि 27621000 रुपये

स्टाम्प नं : 206202312841

स्टाम्प की राशि 27622000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:103649062

पेस्टिंग शुल्क 0 रुपये

Drafted By: ANUJ GUPTA ADV

Service Charge:0

यह प्रलेख आज दिनांक 12-06-2023 दिन सोमवार समय 3:18:00 PM बजे श्री/श्रीमती /कुमारी

PYRAMID AND LID REALTORS LLP thru ANKUR JAIN OTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया

।

उप/संबुक्त पंजीयन अधिकारी (वजीराबाद)

हस्ताक्षर प्रस्तुतकर्ता

PYRAMID AND LID REALTORS LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SILVERGLADES HOMES LLP thru HARSH KUMAR GUPTA OTHER हाजिर है

। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी ANIL KUMAR YADAV पिता . निवासी

GGM व श्री/श्रीमती /कुमारी ASHWANI KUMAR पिता .

निवासी GGM ने की।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संबुक्त पंजीयन अधिकारी (वजीराबाद)

## JOINT DEVELOPEMENT AGREEMENT

This Joint Development Agreement ("Agreement") is executed on 12th June 2023 ("Execution Date") by and between:

**PYRAMID AND LID REALTORS LLP** (formerly known as SCJS Buldwell LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Khasra No 354, 11<sup>th</sup> Floor, 100 Foot Road, Ghitooni, New Delhi-110030, acting through its partner ANKUR JAIN duly authorized vide Partners Resolution dated 28.04.2023, (hereinafter referred to as the "Land Owner", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

**SILVERGLADES HOMES LLP** a limited liability partnership firm incorporated under the LLP Act, 2008 having its registered office at 506, 5<sup>th</sup> Floor, Time Square Building, B-Block, Sushant Lok - I, Gurugram, Haryana - 122002, acting through its partner Harsh Kumar Gupta duly authorized vide Partners Resolution Dated 28.04.2023 (hereinafter referred to as "Developer", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

The Land Owner and the Developer are hereinafter collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS:

- A. The Land Owner is the absolute and legal owner and in actual, vacant, peaceful and physical possession of land admeasuring approx. 10.4625 acres-situated in Village Behrampur, Dist. Gurgaon also known as Sector - 63A Distt. Gurugram, Haryana ("Project Land"). The Project Land is licensed under Deen Dayal Jan Awas Yojna of the Haryana Government ("DDJAY Policy"), vide License No. 60 of 2022 dated 13.05.2022 ("DDJAY License"), issued by Directorate of Town and Country Planning, Haryana ("DTCP"). The Land Owner has obtained an in-principle approval from DTCP for migration of the DDJAY License under the New Integrated Licensing Policy 2022 issued by the Haryana Government vide memo bearing no. PF-95/2022/12764 dated May 11, 2022 ("NILP Scheme") vide LOI Memo No LC-4958-JE (DS)/2023/11406 dated 20<sup>th</sup> April 2023 attached hererin as ANNEXURE - B, The Project Land is more particularly described in SCHEDULE - I hereto and the sizra/map of the Project Land is attached herewith as ANNEXURE - A;
- B. The Project Land is free from Encumbrances (as defined herein) other than the charge created on the Project Land to secure loan facility of Rs. 40,00,00,000/- (Rupees Forty Crores Only) ("Existing Loan"), availed by the Land Owner from CSL Finance Limited and Rajasthan Global Securities Private Limited ("Existing Lenders"). The Land Owner shall obtain an NOC from CSL Finance Limited and Rajasthan Global Securities Private Limited for entering into this Agreement and in relation to the transactions contemplated herein;
- C. The Developer is desirous of constructing, developing, managing, marketing and selling a group housing project on the Project Land ("Project") under the NILP Scheme; and
- D. In pursuance of the mutual understanding arrived at between the Parties, the Land Owner is desirous of granting the Development Rights (as defined herein) over the Project Land to the Developer and the Developer is desirous of accepting and acquiring such Development Rights, and the Parties are entering into this Agreement on the terms and conditions in respect of the grant of such Development Rights and the matters incidental and ancillary thereto.

PYRAMID & LID REALTORS LLP



Designated Partner

For Silverglades Homes LLP



Designated Partner

Reg. No.	Reg. Year	Book No.
5111	2023-2024	1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru ANKUR JAINOTHER PYRAMID AND LID REALTORS

LLP

दावेदार :- thru HARSH KUMAR GUPTAOTHERSILVERGLADES HOMES

LLP

गवाह 1 :- ANIL KUMAR YADAV

गवाह 2 :- ASHWANI KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5111 आज दिनांक 12-06-2023 को बही नं 1 जिल्द नं 139 के पृष्ठ नं 162.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 4290 के पृष्ठ संख्या 35 से 39 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 12-06-2023

उप/सयुक्त पंजीयन अधिकारी ( वजीराबाद )

**NOW THEREFORE IT IS HEREBY AGREED, DECLARED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement, unless the contrary intention appears, the following words and expressions shall have the following meanings:

**"Agreement"** shall mean this Agreement (including all schedules and annexures hereto) and as amended, supplemented or replaced or otherwise modified mutually in writing in accordance with the provisions contained herein;

**"Applicable Law(s)"** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the Authority/ies (*defined hereunder*), DDJAY Policy, NILP Scheme, DTCP notification / policies, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India;

**"Approval(s)"** means any and/or all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no objection certificates, entitlements, rulings, exemptions, variances, declarations or regulations etc., required to be obtained including from the Authority/ies (*defined hereunder*) for the Project, including designing, developing, constructing, completing, marketing and selling the Project and any clearances and conversions that may be necessary for such sanction but including the approval/permission from the Real Estate Regulatory Authority ("**RERA Authority**"), Airport Authority of India, Aravalli Clearance, Ministry of Environment and Forest (MOEF) and/or PCB clearances for the commencement of the development and construction on the said Project Land and all other approvals and/or permissions from any other statutory or governmental or semi-governmental Authority whether state or central, required for purposes of commencing construction and development activity, designing, completing, marketing and selling the Project;

**"Authorities"** means any concerned Authority that may/shall grant Approvals in connection with the Project Land and/or the Project and/or any matter envisaged herein as also any government (including but not limited to Central Government or Government of Haryana, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority including but not limited to DTCP, RERA Authority, Panchayat, other Local or Public Bodies and Planning Authorities, State Pollution Control Board, Central Pollution Control Board, Ministry of Environment and Forests (MOEF), and any other bodies, relevant statutory, State and Central Government Authorities, agencies, departments, boards, commissions or instrumentalities or any political subdivisions thereof, and any court or tribunal of competent jurisdiction and any governmental or non-governmental self-regulatory organization, agency or authority having jurisdiction over the Project, or the transaction contemplated hereby;

**"BIP Policy"** means the policy notified by Government of Haryana vide memo no. PF-51A/2015/2708 dated February 18, 2015, titled as "Policy Parameters for allowing change in beneficial interest, viz. change in developer; assignment of joint development rights and, or marketing rights, etc. in a license granted under Act no. 8 of 1975

**"Development Cost"** shall include but not limited to any and all costs, charges, amounts, penalties, out go, defrayments, and expenses for the construction, development, marketing, sale, completion, handover and related expenses, of the Project.

SHRUTI & LID REALTORS LLP

Designated Partner

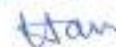
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For Silverglades Homes LLP

Designated Partner

"Development Rights" shall mean the entire rights to develop, construct, brand, market, complete, and sell the Project on the Project Land, and shall include (but not be limited to *inter alia*), the interest, right, power, entitlement, authority, sanction, and permission to the following:

- (a) enter upon and take possession and control of the Project Land and every part thereof;
- (b) plan, conceptualize, design, and execute the Project;
- (c) exercise full, free, uninterrupted, exclusive and marketing, allotment, leasing, licensing and/or sale rights in respect of the entire Saleable Area in the Project by way of sale, allotment, lease or license or any other recognized manner of transfer. The Developer shall have the sole authority to determine and control pricing of the Saleable Area to be developed on the Project Land and enter into agreements with prospective purchasers / lessees on such terms and conditions as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Saleable Area.
- (d) carry out the construction, development and completion of the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof;
- (e) to undertake and bear the entire Development Cost of the Project;
- (f) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons at the Developer's cost and expenses, and to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;
- (g) to take all decisions including operational decisions in relation to all aspects of the development of the Project, including but not limited to contracting, design, marketing, branding, costing, accounts, etc.
- (h) make payment and / or receive the refund of all deposits, or other charges to and from all public or governmental Authorities or public or private utilities relating to the development of the Project Land paid by the Developer, in the manner the Developer may deem fit;
- (i) make, modify, withdraw applications to the concerned governmental Authority in respect of all approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the Project and to carry out the same under the approvals, sanctioned layout plan, or under order of any Governmental Authority;
- (j) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of Project on the Project Land;
- (k) manage / maintain the Project / Project Land and the property and facilities/common areas constructed upon the Project Land and/or to transfer/assign right to maintenance to any third party; and to retain all benefits, considerations, maintenance charges and any profits or losses accruing from such maintenance of the Project;
- (l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the Project to be constructed on the Project Land as envisaged herein;



- (m) to apply for and obtain any and all approvals that may be required to be obtained from the relevant Governmental Authority for the development, construction, marketing or sale of the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges; and
- (n) generally, do any and all other acts, deeds and things that may be required for the development, construction, marketing and sale of the Project and to exercise of the Development Rights in accordance with the terms of this Agreement.

**"Encumbrances"** shall mean and include encumbrance, mortgages, charges, injunction, court orders, decrees, claims, demands, dues, notices, family disputes, minor interest, lis-pendens, disputes, litigation, easement rights, attachment (of the Income Tax Department or any other departments of any governmental authority(ies) or of any other person or entity), acquisition, requisition, restriction of use, lien, will, trust, exchange, lease, partition, unauthorized occupancy, power of attorney, agreement of any nature whatsoever or any other legal impediment, mortgage, equitable interest, assignment by way of security, conditional sales contract, right of other persons, security interest, title defect, interest, option, commitment, restriction or limitation of any nature, default or notice/claim by any government authority(ies), of applicable law, whatsoever, including restriction on use, transfer, receipt of income or any agreement, whether conditional or otherwise, to create any of the same;

**"Losses"** shall mean any actual claims, demands, actions, cause of action, damages, losses, costs, liabilities, expenses, judgements, settlements, proceedings, and all actual costs, charges, fines, taxes, penalties, prosecutions, damages, third party claims, including, without limitation, professional fees and all costs for pursuing any of the foregoing or any proceeding relating to any of the foregoing;

**"Purchasers"** shall mean and include any allottee, re-allottee, buyer, purchaser, transferee, lessee, investor, tenant, licensee, occupant, including a purchaser in default, assignor, transferor, applicant, whether an individual, corporate or otherwise, for Saleable Area in the Project;

**"Receivables"** shall mean the entire sale proceeds, advance, security deposit, allotment money, earnest money, and/or other receivables/collections to be realized from the sale, transfer, conveyance, grant, assignment, allotment, re-allotment, expression of interest, lease, right to use, license and, or, monetization of the Saleable Area of the Project and/or any portion thereof, pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, conveyance, grant, assignment, expression of interest, lease, right to use, license, allotment of the Project and/or any portion or plot thereof;

**"RERA"** means the Real Estate (Regulation and Development) Act, 2016, including all rules framed thereunder and circular, guidelines, etc. issued thereunder, as amended from time to time; and

**"Saleable Area"** shall mean and refer to such portions of the Project, including but not limited to the residential areas/ units, commercial areas/ units, apartments, flats, offices, shops, showrooms, community sites, or any other built-up areas in the Project as may be developed and constructed, that are available for the sale, transfer, conveyance, grant, assignment, lease or license in the open market to the prospective customer(s) / third party purchaser(s) as per the Applicable Laws.

## 2. GRANT OF DEVELOPMENT RIGHTS

PYRAMID & LID REALTORS LLP



Designated Partner

For Silverglades Homes LLP Page 4 of 21



Designated Partner

- 2.1. Subject to the terms of this Agreement and the Land Owner relying on representation, warranties, undertaking and covenant of the Developer including the Developer covenant that the Developer is and shall remain in absolute compliance of this Agreement, the Land Owner hereby grants to the Developer from the Execution Date, the exclusive Development Rights and the Developer hereby agrees and undertakes to; (i) to comply with all the terms and condition of this Agreement; and (ii) exercise the Development Rights subject to and in accordance with the terms of this Agreement.
- 2.2. The Developer shall carry out the development, construction, and marketing of the Project over the Project Land as per the terms of this Agreement. The Development Cost for the entire Project shall be borne and paid by the Developer solely and exclusively without any recourse to the Land Owner, out of the (i) Receivables of the Developer's Area Share; (ii) Funding (as defined herein) obtained for the Project in accordance with the terms and conditions contained herein as per the Clause 6 below; and (iii) Developer's own sources.

### 3. FSI/FAR

- 3.1. The Parties agree that a total floor space index (FSI) of approx. 11,39,000 sq. ft. (FAR of 2.5) shall be obtained, at the sole cost and expense of the Land Owner in the following manner:

- 3.1.1. FAR of 1.25 is available under NILP Scheme;
- 3.1.2. Purchasable development rights ("PDR") for additional FAR of 0.25; and
- 3.1.3. Purchase and loading of transferable development rights ("TDR") of 1 FAR – thereby totaling 2.5 FAR for the Project.

The Land Owner shall make the payment of an amount equivalent to 3x the collector rate), or such amount as may be notified in future ("Land Surrender Charges") to avoid surrender of 10% (ten percent) of the Project Land for affordable housing / EWS to DTCP as per the NILP Scheme.

- 3.2. The Parties hereby agree, confirm, and undertake to obtain, the following Approvals in relation to the Project:

- 3.2.1. Approvals to be obtained by the Land Owner at the cost and expense of the Land Owner for the Project-

- (i) Letter of Intent under the NILP Scheme;
- (ii) License under the NILP Scheme;
- (iii) Purchasable Development Rights/ PDR for FAR of 0.5;
- (iv) Transferable Development Right for FAR of 1.

- 3.2.2. Approvals to be obtained by the Developer at the sole cost and expense of the Developer:

- (i) Building Plan; and
- (ii) Any and all Approvals required for the construction, development, sales, marketing, monetization and completion of the Project including but not limited to (a) registration of the Project under RERA; (a) occupation certificate; (b) completion certificate; (c) no objection certificate/ clearance from any authority including from Airport Authority of India;(d) environment clearance; and (e) any other Approvals.

- 3.2.3. **COD Approval:** The application for obtaining the change of developer from DTCP under the BIP Policy ("COD Approval") shall be made jointly by the Land Owner and the Developer, within seven working days of execution of this Agreement. Any costs and expenses required for obtaining the COD Approval including but not limited to entire amounts payable towards the administrative fees shall be borne and paid by the Developer.

- 3.3. The Parties hereby agree to mutually co-operate with each other to obtain the Approvals. The Parties further agree, confirm, and undertake that the Parties shall in consultation with each other, simultaneously make the applications to the Authorities for the grant of the Approvals as set out in Clause 3.2 above. It is hereby clarified that while the Parties shall consult with each other in filing the application simultaneously to minimize the timelines for obtaining Approval, each of the Parties shall continue to remain responsible to obtain respective Approvals as set out in the Clause 3.2(a), Clause 3.2(b) and Clause 3.2(c).
- 3.4. The Land Owner understands that the Developer shall be able to get the building plan sanctioned for the Project only after obtaining the License under the NILP Scheme, purchase and loading of PDR and TDR and payment of Land Surrender Charges by the Land Owner to DTCP. The Land Owner undertakes to complete each of the aforesaid actions within 30 (thirty) days from the date the Developer is ready with Building Plans.
- 3.5. **Obligation of the Develop to obtain Approvals –**
- 3.5.1. After loading of the TDR up to 2.5 FAR, any and all Approvals which are required for the construction, development, sales, marketing, monetization and completion of the Project including but not limited to obtaining the building plans, registration of the Project under RERA, environment clearance, forest clearance, etc, shall be applied and obtained by the Developer at its own cost and expenses. The Developer shall endeavour to obtain all the Approvals required for the construction, development, sales, marketing, monetization, and completion of the Project including the approval under RERA within a period of 180 (one hundred and eighty) days from the date of obtaining and loading of TDR of 2.5 FAR, obtaining NILP License and grant of final COD Approval.
- 3.5.2. In the event the Land Owner decides that the delay in obtaining the Approvals within the timelines as set out in the Clause 3.5.1 above is not due to reason attributable to the Developer, the Land Owner shall have the sole right to extend the timelines of 180 (one hundred and eighty) days by a period as may be decided by the Land Owner.
- 3.6. The External Development Charges ("EDC") and Internal Development Works bank guarantees shall be provided and kept valid by the Developer. It is clarified that the amount/ fixed deposit/security for obtaining such bank guarantees shall be borne by the Land Owner and the Developer in the Area Sharing Ratio (*as defined herein*).
- 3.7. All the EDC and Infrastructure Development Charges ("IDC") dues payable to DTCP shall be borne in the Area Sharing Ratio by the Parties. The Developer shall make the payment of entire amount of EDC and IDC (including the EDC and IDC pertaining to Land Owner's Area Share) to the DTCP, as per the payment schedule set out in the License. In relation to the EDC and IDC dues for the Land Owner's Area Share paid by the Developer, the Land Owner shall reimburse such amounts to the Developer from the proceeds of sale of the first 75 (Seventy Five) units forming part of the Land Owner's Area Share, as per the order of priority set out in the Clause 8.4 of this Agreement.
- 3.8. Subject to the Developer being in compliance with the terms and conditions as set out in this Agreement, the Land Owner shall ensure that during the subsistence of this Agreement, the Land Owner shall not do any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer, or (ii) whereby the grant and transfer of the Development Rights or the rights of the Developer in respect of the Project Land are prejudicially affected.
- 3.9. The Land Owner shall promptly furnish to the Developer, with all necessary and relevant information, as available with the Land Owner, which is required by the Developer during the course of development of the Project.



3.10. Both Parties hereby agree and undertake to provide their full co-operation and assistance to each other as may be required from time to time to give effect to the intent and terms of this Agreement. Any cost and expenses in relation to the same shall be borne and paid by the Developer.

3.11. The Developer confirms and undertakes that it shall not assign any part of its rights granted under this Agreement to any third party. The Developer further undertakes to not change or cause to be changed its partnership ratio / shareholding pattern.

#### 4. OBLIGATIONS OF THE DEVELOPER

4.1. In addition to the covenants and obligations set forth in other clause of this Agreement, the Developer hereby further undertakes and covenants to comply with the below mentioned covenants and obligations at the Developer's own costs and expenses:

4.1.1. The Developer shall be responsible for applying, obtaining, maintaining, and complying with all the Approvals, Applicable Laws, rules and regulations, including but not limited to COD Approval, RERA approvals, and other Approvals in relation to development, construction, completion, handover, marketing and sale of the Project, and shall remain in compliance with Applicable Laws and the terms of the Approvals, including License, while carrying out the construction, development, completion, handover, sales and marketing of the Project.

4.1.2. The Developer shall construct, develop and complete the Project and apply for grant of occupation certificate within 60 (sixty) months from the date of receipt of registration of the Project under the RERA and the HRERA Rules, subject to a grace period of additional 12 (twelve) months beyond the aforesaid time period. The Developer shall keep all the Approvals for the Project including construction related approvals remain valid and subsisting, at the sole costs and expenses of the Developer.

4.1.3. The Developer shall provide the Land Owner MIS reports and sales reports on a monthly basis in the format may be agreed between the Land Owner and the Developer.

4.1.4. The Developer hereby agrees and undertakes to file with the RERA Authority, including any quarterly reports (QPRs) and annual reports. The Developer shall provide copies of all such filings with the Land Owner simultaneously with the submission of the same by the Developer to the RERA Authority.

4.1.5. The Developer shall, at all times, be solely responsible for all statutory compliances, including, but not limited to, labour law and RERA compliances, as may be required under the Applicable Law with respect to the Project.

4.1.6. The Developer shall be solely responsible for following all norms of construction and workmanship and shall deliver the Project within the timelines set out in the Clause 4.1.2 above.

4.1.7. The Developer shall at all times maintain and manage the Project and the common areas and facilities constructed thereon or appoint a maintenance agency as the Developer may deem fit in its sole discretion and the cost and expenses in respect of the same shall be solely borne by the Developer/ its nominated maintenance agency, without any liability on the Land Owner.

4.1.8. The Project Land shall be developed by the Developer by utilizing the entire permissible FAR of 2.5 and any additional FAR as may become available for the Project, for the development of the Project, at its own costs and expenses and the Land Owner shall not be required to bear any cost towards development, construction, selling, marketing and monetization of the Project.

4.1.9. The Developer shall make and submit the applications for all requisite permissions (including but not limited to all permissions/ Approvals, zoning, any renewal of licenses, building plans

sauction, occupancy/ part occupancy certificate, completion/ part completion certificate) and the clearances, Approvals, etc. as may be required for the development and construction of the Project from any Governmental Authority, including DTCP, and obtain all such Approvals and maintain the same, at its own cost and expenses.

- 4.1.10. The Developer shall obtain all the Approvals required for the construction, development, sales, marketing, monetization, and completion of the Project including the approval under RERA within the period stipulated in Clause 3.5 above.

## 5. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 5.1. The Land Owner hereby agree and undertake to co-operate with the Developer, ensure personal presence as and when required, and execute all necessary documents, undertakings, letters, indemnities, etc. as and when required by the Developer for fulfilling terms and conditions of this Agreement, at the costs and expenses of the Developer.
- 5.2. The Developer shall be solely responsible for obtaining and maintaining all the Approvals required for the construction, development, and completion of the Project at its own cost and expenses. The Developer shall be solely responsible for all compliances in relation to the Approvals and in relation to the Applicable Laws, rules and regulations including RERA in construction, development, marketing, and sale of the Project.
- 5.3. The Developer shall undertake all the necessary acts, deeds, matters to carry out the construction, development, marketing, and sale of the Project in compliance with Applicable Laws and the terms of the Approvals.
- 5.4. The Developer shall apply and obtain registration of the Project as per the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder, from time to time, as applicable to the state of Haryana in the name of the Developer. The Land Owner agrees to extend all reasonable cooperation and assistance, including but not limited to the execution of necessary documents for the said RERA registration of the Project at the cost and expense of the Developer. It is clarified that under no circumstances, the Land Owner shall become the promoter of the Project, and the Developer shall always be the promoter of the Project.
- 5.5. The Developer shall be promoter of the Project, in terms of the provision of RERA and as otherwise provided under the Applicable Laws. Further, the Developer shall be responsible for due compliance with the provisions of the RERA and the directions, rules, regulations, guidelines, etc. for the Project. In the event, the Land Owner is named as promoter/ co-promoter of the Project, the Developer hereby agree and undertakes to keep the Land Owner indemnified from all the Losses which the Land Owner may incur or suffer, and, or, which are made, levied or imposed on the Land Owner, and, or, claimed from the Land Owner, due to, or by, reason or virtue or in connection with the Land Owner being referred/ named as promoter in the RERA filings (except on account of defect in the title of the Project Land due to the reasons solely attributable to the Land Owner)).
- 5.6. The Developer shall solely settle, clear and pay all liabilities of any nature whatsoever, to the Purchasers, allottees, buyers, occupants, vendors, suppliers, third parties and the Governmental Authorities, whether prospectively or retrospectively, for reasons arising out of or in respect of the construction, development, implementation, sale, marketing, implementation, and completion of the Project and/or phase therein, including but not limited to any delay in completion and development of the Project/phase, defect liability obligations, quality of construction.
- 5.7. The Developer shall not, without the prior written consent of the Land Owner, use the Project Land or allow the use of the Project Land or any part thereof for any purpose other than the execution and completion of the Project.

- 5.8. The Developer shall share a copy with the Land Owner, of any communication/ notice received in relation to or threatening to commence/initiate any insolvency proceeding against the Developer, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and/ or any third party within a period of 1 (one) day from the receipt of such communication/ notice by the Developer.
- 5.9. The Developer shall deposit the taxes collected by the Developer from the Purchasers in relation to the booking, allotment, sale, lease transfer etc. of Saleable Area and/or any part/ area of the Project within such time as provided under the Applicable Laws.
- 5.10. The Developer shall be responsible for rectifying the defects within the defect liability period agreed with the Purchasers in their agreements, at its own cost and expenses, without any liability to the Land Owner.
- 5.11. The Developer shall be solely and exclusively responsible for quality of the construction and development of the Project and shall be responsible for any defects and liabilities in relation to the same.
- 5.12. The Developer shall simultaneously with the submission of documents to the DTCP and /or such other Government Authorities in respect of the development of the said Project, provide copies thereof to the Land Owner.
- 5.13. The Developer shall be solely responsible for (i) providing safety and necessary facilities to its employees, labour and liable for all consequences including cost and other liabilities for any injury to any contractor, workers / other Person at site; and (ii) observance and compliance of all Applicable Laws including labour laws, rules and regulations governing employment/ appointment of such contractor, labour, workmen, personnel etc., and the payments of wages and emoluments or other dues, statutory or contractual including provident fund, ESI, etc. the Developer hereby agree and undertakes to ensure that its contractors, sub-contractors, shall comply with all the all Applicable Laws including labour laws, rules and regulations governing employment/ appointment of such contractor, labour, workmen, personnel etc., and the payments of wages and emoluments or other dues, statutory or contractual including provident fund, ESI, etc. The Developer hereby agrees and undertakes to keep the Land Owner indemnified from all the Losses which the Land Owner may incur or suffer, and, or, which are made, levied or imposed on the Land Owner, and, or, claimed from the Land Owner, due to, or by, reason or virtue or in connection with non-compliance of the aforesaid clause by the Developer, its contractors, sub-contractors, agents.
- 5.14. The Developer shall be bound to comply with all the terms and conditions of the License and the terms and conditions imposed by DTCP in respect of the Project sought to be developed on the Project Land.
- 5.15. In the event any notice is received by the Developer from any Governmental Authority in relation to any non-compliance of any Applicable Laws in relation to the Project and, or, the Project Land, the Developer shall share the copy of such notices with the Land Owner immediately and no later than 1 (one) day from the receipt of the same.
- 5.16. The Developer hereby undertakes to bear all the cost and expenses; including the responsibility of the renewal, if any of the Approvals of the Project are stalled due to the delay or violation or non-compliance of the Developer in any of their other projects.
- 5.17. The Developer shall not file for Sanction of Layout, and/or change the sanctioned layout and Approvals for the Project Land without the prior approval of the Land Owner.

- 5.18. The Parties hereby agree that the site earmarked for construction of school on the Project Land shall be sold, leased, and / or transferred, only with the prior written approval of the Land Owner. In the event the school site is sold, then any amount received from the sale thereof shall be shared between the Land Owner and the Developer in the Area Sharing Ratio.

## 6. PROJECT FUNDING

- 6.1 For ease of the Project development, the Developer envisages the requirement of construction finance from financial institutions. At any stage, as and when permissible by competent authorities, the Developer shall raise such loan/finance from lender(s) only if the lender agrees to refinance the Existing Loan availed from the Existing Lenders. It is expressly understood that the Land Owner shall continue to remain responsible for the servicing the interest expense and repayment of the Existing Loan at all times, which shall be payable in accordance with the waterfall prescribed in Clause 8.4 below.
- 6.2. Only after the payment of the entire Refundable Deposit to the Land Owner, the Developer shall be entitled to create mortgage on the entire Project Land and / or create a charge only on the Developer's Area Share by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge as well as the Receivables forming part of the Developer's Area Share only for the purpose of raising project / construction finance for the Project which amounts shall be utilized only for construction, development, implementation and completion of the Project only ("Funding"). The Developer shall be entitled to sign, execute, deliver, and register all the documents and do all such acts and deeds as may be required to create the said mortgage on the Developer's Area Share or the Receivables from the Developer's Area Share.
- 6.3. The Land Owner undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. (without any liability) and all such documents and do all such acts, deeds and things as may be reasonably required by the Developer to create the said mortgage / charge on the Developer's Area Share, forthwith on being requested by the Developer and also make requisite filings of the charge at the registrar of companies, at the costs and expenses of the Developer.
- 6.4. The Developer shall be entitled to make the Owner a confirming party for the proposed Funding, if required by the lender, however, without any liability of refund, repayment, servicing, etc. being casted on the Owner.
- 6.5. Notwithstanding anything contained herein, the Developer hereby agrees, undertakes and acknowledges that under no circumstances, the Land Owner shall be required to provide any mortgage/ charge over the Land Owner's Area Share and/ or to provide any guarantee (including personal and/or corporate guarantee), undertakings and/or indemnities for such Funding. The entire Funding to be obtained by the Developer shall have no recourse of any nature whatsoever on the Land Owner and the Land Owner's Area Share. The Developer further undertakes and confirms that the entire obligation for the repayment and servicing of the Funding shall vest exclusively with the Developer, without any recourse to the Land Owner.
- 6.6. Notwithstanding anything contained in the Agreement, in the event of cancellation/ suspension/termination of this Agreement, the Developer shall be responsible, and the Developer shall ensure that the charge/mortgage/lien on the Project Land and the Developer's Area Share shall be released within 3 (three) months from the date of such cancellation/ suspension/ termination. The Developer shall ensure that all the documents to be executed with the lender shall have the clause to this effect.

## 7. POSSESSION AND POWER OF ATTORNEY

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- 7.1. The Land Owner agrees and undertakes to handover the vacant, peaceful, and exclusive possession of the Project Land to the Developer for all intent and purposes of this Agreement in accordance with Clause 2.1 above. The Developer shall have the right to enter upon the Project Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/or assigns to do all such acts and deeds required and/or necessary for, exercising the Development Rights granted herein, as per the terms defined hereinabove.
- 7.2. Simultaneously with the execution of this Agreement, the Land Owner has executed and got registered an irrevocable power of attorney ("POA") in favour of the Developer allowing the Developer to fully utilize the Development Rights and other ancillary rights subject to and in accordance with the terms of this Agreement.

## 8. CONSIDERATION

- 8.1. As consideration for the Land Owner granting the Development Rights in favour of the Developer, the Land Owner shall have all rights, title and interests in 58.48% (fifty eight point four eight percent) of the entire Saleable Area of the Project ("**Land Owner's Area Share**"). The Developer shall be solely entitled to the balance 41.52% (forty one point five two percent) of the Saleable Area of the Project ("**Developer's Area Share**"). Subject to the compliance of the terms of this Agreement, the Developer shall be entitled to deal, alienate, sell, transfer, lease, license, the Developer's Area Share in any manner and on such terms, as it may deem fit, without any concurrence whatsoever with the Land Owner.
- 8.2. The division of the Saleable Area into Developer's Area Share and the Land Owner's Area Share in the ratio of 41.52 : 58.48 ("**Area Sharing Ratio**") shall be done in an equitable manner vertically and horizontally, by the Developer and the Land Owner, immediately upon sanction/approval of building plans for the Project. Upon the sanction/ approval of the building plans, the Developer and Land Owner shall enter into an addendum to this Agreement delineating and demarcating the units/ spaces/ car parking forming part of the Land Owner's Area Share and the Developer's Area Share, by way of complete supporting documentation, including but not limited to, allotment letter, builder-buyer agreement etc., for each unit forming part thereof.
- 8.3. The Developer shall always have the sole and exclusive rights for sales and marketing of the total Saleable Area of the Project including all units falling within the Land Owner's Area Share and the Land Owner shall not be entitled to sell any units forming part of the Land Owner's Area Share, either directly or via any brokers/channels.
- 8.4. The Developer shall always sell the units in 50 : 50 ratio (i.e. 1 unit of Land Owner for every 1 unit of Developer) at the very beginning. All proceeds from sale of first 75 (Seventy-Five) units belonging to Land Owner's Area Share, shall be utilized in the following order of priority:
- 8.4.1. Firstly, towards adjustment / deduction of marketing / sales related expenses including but not limited to brokerage payable on sale of units forming part of the Land Owner's Area Share;
- 8.4.2. Secondly, towards any outstanding interest expense, and repayment of the Existing Loan, taken on account of the Land Owner;
- 8.4.3. Thirdly, towards any outstanding amounts payable towards EDC/DC charges paid or payable by Developer on account of Land Owner; and
- 8.4.4. Fourthly, towards the Project development and construction expenses which shall be given as interest free loan to the Developer for a period of 18 (eighteen) months from receipt of such amounts ("**Interest Free Loan**").



- 8.5. The Land Owner shall at all times, have the right to retain the Land Owner's Area Share without any objection from the Developer.
- 8.6. To secure the due performance of all its obligations under this Agreement, the Developer shall pay a refundable interest-free security deposit to the Land Owner aggregating to Rs. 50,00,00,000/- (Rupees Fifty Crores only) ("**Refundable Deposit**"). Out of the Refundable Deposit, an amount of (i) Rs. 5,00,00,000/- (Rupees Five Crores only) has already been paid to the Land Owner vide cheque number 481702 dated 30.11.2022 drawn on Punjab National Bank (Gurgaon – Sushant Lok 1, Haryana), and (ii) the balance Refundable Deposit of Rs. 45,00,00,000/- (Rupees Forty-Five Crores only) is being paid by the Developer to the Land Owner simultaneously with the execution of this Agreement.
- 8.7. Subject to the Developer being in full compliance with the terms of this Agreement, the Refundable Deposit shall be refunded to the Developer by the Land Owner by way of adjustment / deduction from the sale of the last 225,000 square feet of Saleable Area forming part of the Land Owner's Area Share, in proportion to such sales. The Refundable Deposit shall be deducted / adjusted as per the following milestones:

Milestone	Amount (in INR)
Sale of last 225,000 to 175,000 sq. ft. of the Land Owner's Area Share	15,00,00,000/-
Sale of last 175,000 to 100,000 sq. ft. of the Land Owner's Area Share	15,00,00,000/-
Sale of last 100,000 to 50,000 sq. ft. of the Land Owner's Area Share	15,00,00,000/-
Sale of last 50,000 sq. ft. of the Land Owner's Area Share	5,00,00,000/-

The aforementioned schedule shall not be applicable in case the Land Owner exercises its discretion to retain the Land Owner's Area Share as per Clause 8.5 above instead of causing sale thereof. In such case, the Land Owner shall refund the entire Refundable Deposit out of its own sources within 6 (six) months of the Developer achieving sale of 60% (sixty percent) of the Saleable Area forming part of the Developer's Area Share.

## 9. ADVERTISEMENT AND MARKETING

- 9.1. The Developer shall be solely entitled to market and advertise the Project by issuing pamphlets, brochures, publishing advertisements in newspapers, magazine and/or by putting signboards, neon-signs, or such other modes of advertisement, as the Developer may deem fit. The Developer shall be free to put up signboards etc. on the Project Land or at other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers to the site.
- 9.2. The Parties agree that all sales and marketing decisions and policies including designing of marketing collaterals, brokerages, digital or physical events, and all other decisions pertaining to marketing of the Project shall be taken by the Developer under its brand/logo or brand/logo of subsidiary/associate companies of the Developer. The Developer shall ensure that the brand/logo of the Land Owner is displayed on all the collaterals and marketing materials of the Project, in equal proportion to Developer's logo and in a manner acceptable to the Parties. The decision in

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relation to the timing, selling rates, payment plans, timelines for the Saleable Area forming part of the Developer's Area Share shall be taken by the Developer.

- 9.3. Subject to Clause 9.2 above, the Developer shall be entitled to select and finalize a Project name as deemed appropriate by it, upon intimation to Land Owner.
- 9.4. Logos as nominated by the Parties in the manner prescribed in Clause 9.2 above, shall appear in all the marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements and allotment documents to be executed with the prospective purchasers and all correspondences with such Purchasers. The Developer shall be entitled to launch and market the Saleable Area under the Project in such phases as it may deem fit.
- 9.5. The Developer shall undertake the complete planning and designing of the Project, and shall prepare a strategy for the construction, development, sale, and marketing of the Project, and shall keep the Land Owner fully informed of the same. The Land Owner shall provide all reasonable assistance to the Developer, at the cost and expense of the Developer, in preparing the said strategy.
- 9.6. The Developer shall be entitled to execute documents for sale / transfer / allotment / leasing of the units forming part of the Developer Area Share, in the Project and collect /receive, in its own name, all amounts including the amounts towards the sale consideration/ allotment money / advance consideration in respect of the units forming part of the Developer's Area Share in the Project. It is hereby clarified that any amounts/ consideration from the sales of the units forming part of the Land Owner's Area Share shall solely and absolutely belong to the Land Owner, and the Developer shall not have any claim of any nature whatsoever on such amounts, except as prescribed in Clause 8.4 above.
- 9.7. The Developer shall determine the sale prices of the units in the Project and shall keep the Land Owner informed on the pricing of the units. Any change in sale price of the units shall be mutually agreed between the Land Owner and the Developer.
- 9.8. All documents executed by the Purchasers of the Saleable Area including but not limited to application forms, provisional / final allotment letters, buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements, etc. with respect to the Project (including Saleable Area) or any part thereof shall be in the form and manner decided and prepared by the Developer, and the Land Owner shall have the right to review the same and approve them before finalisation. The Developer shall be entitled to sign / execute / issue the same for itself and/or on behalf of the Land Owner (deriving authorizations from the POA) with respect to the Saleable Area. There shall be no change in the application forms, provisional / final allotment letters, buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements, etc as approved by the Land Owner, without the prior written consent of the Land Owner.

## 10. TAXES

- 10.1. The Parties agree that all type of tax liabilities or financial obligations with respect to the Project Land, except as otherwise provided herein, which might so far have been incurred till the Execution Date for the reason solely attributable to the Land Owner shall be met and discharged by the Land Owner. The Land Owner shall keep the Developer fully indemnified against any such liability or financial obligation of Land Owner.
- 10.2. All payment to be made to the Land Owner hereunder shall be subject to tax deductions at source as per the provisions of the Income Tax Act, 1961 and rules framed thereunder, as amended or re-enacted from time to time.

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- 10.3. Any taxes, including income tax, GST, etc. related to the transactions contemplated herein or applicable on sale of units in the Project shall be borne by each Party on their own. Any GST on unsold inventory forming part of the Land Owner's Area Share and the Developer's Area Share at the time of receipt of occupation certificate, if applicable, shall be borne and paid by the Land Owner and the Developer respectively.

## 11. LITIGATION

- 11.1. The Developer confirms that the Developer has carried out extensive due diligence of the Project including but not limited to title due diligence and litigations diligence pertaining to the Project Land. The Developer further confirms that there are no pending claims, actions, litigations, arbitration awards, orders or other proceedings pending in relation to or in connection with or against the Project Land and / or the Land Owner and there are presently no claims, governmental investigations or threatened litigations or arbitration proceedings relating to the Project Land to which the Land Owner is a party and the Project Land is free from all encumbrances (except the Existing Loan), litigations, statutory proceedings, acquisitions/requisition proceedings, third party rights and claims of any kind.
- 11.2. The Land Owner shall be liable and responsible, at its own costs and expense, to settle all disputes, claims, demands, suits, complaints, litigation, etc., which may be raised, filed or created in relation to the title of the Land Owner to the Project Land for the reasons solely attributable to the Land Owner. In case of any issues pertaining to litigation or disputes regarding the title of the Project Land arise during the development stage, the Land Owner shall be responsible to resolve all such issues and if any cost is incurred towards same by the Developer, the same shall be reimbursed by the Land Owner.

## 12. BANK ACCOUNTS

- 12.1. All the Receivables forming part of the Developer's Area Share shall be collected in an escrow account ("**Master Collection Account**"). Out of total amount of Receivables forming part of the Developer's Area Share deposited in Master Collection Account, (i) 70% (seventy percent) of Receivables shall be deposited in a separate bank account ("**RERA Escrow Account**"), and (ii) remaining 30% (thirty percent) of Receivables shall be deposited in a separate bank account opened by the Developer which shall be an escrow bank account ("**30% Account**"). The Developer shall use the proceeds, as may be permitted by the prevailing HRERA / RERA laws. This clause is governed by the prevailing HRERA Rules and RERA, which may change from time to time as per the notification from competent authorities.
- 12.2. Any withdrawal from the RERA Escrow Account of the Project shall be in accordance with RERA.
- 12.3. The Developer shall solely control and be signatory of all bank accounts related to the Project.
- 12.4. The Developer shall furnish to the Land Owner monthly MIS, details of the Master Collection Account and all reports required to be submitted to RERA authorities from time to time. In addition, the Developer shall furnish bank account details and statements of the Master RERA Account on monthly basis.
- 12.5. The Developer agrees, confirms, and undertakes that all the bank accounts including, the Master Collection Account, RERA Escrow Account and 30% Account shall be maintained in accordance with the RERA.
- 12.6. That as per current prevailing HRERA / RERA provisions, no sale proceeds from the sale of the saleable areas forming part of the Land Owner Share shall be required to be deposited in the Master Collection Account, RERA Escrow Account or 30% Account, and the Land Owner shall

be free to appropriate the such proceeds in any manner as may be deemed fit by the Land Owner, except as defined in clause 8.4 hereinabove

### 13. REPRESENTATIONS AND WARRANTIES

13.1. Each of the Parties hereby represent and warrant to the other Party that:

13.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including the POA, and to perform the transaction contemplated hereunder, and, is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation.

13.1.2 The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorized by all necessary corporate or other action of the Party.

13.1.3 This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms.

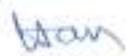
13.1.4 The execution, delivery and performance of this Agreement by such Party and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective memorandum and articles of association); (ii) require such Party to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other Person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or (v) result in a violation or breach of or default under any Applicable Laws.

13.2. The Land Owner represents and warrants to the Developer as follows:

- (a) There is no easement, impediment, prohibition, restriction or negative covenant running with the Project Land, whereby the Land Owner is in any manner restrained, prohibited or prevented from granting the Development Rights in favour of the Developer.
- (b) The Land Owner is the sole, absolute and exclusive owner of the Project Land and has unfettered, absolute and unrestricted right, title and interest in the same and that no other person has any right, title, interest, claim or concern of any nature therein.
- (c) There are no prohibitory orders or restrictive orders or otherwise passed by any competent authority including the Central or State Government or revenue & statutory authorities or the collector or by any court of law or before any tribunal or before any statutory authorities or before any arbitrator or before any labour court of which the Land Owner is aware of, and there is no application and/or proceeding pending before any of the above named authority with respect to the Project Land or any part thereof including income tax for taxes or of any department of the Government, Central or State or Local Body, public Authority for taxes, levies, cesses, with respect to or affecting the Project Land or any part thereof.
- (d) There are no subsisting deeds, documents, writings and/or development agreements or any other agreements or arrangements of any nature whatsoever with any person or party, with respect to the Project Land.

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- (e) There is no income tax liability of the Land Owner that may in any manner have an adverse impact on title of the Land Owner to the Project Land.
- (f) The Project Land is not affected by any development plan reservation or set back and there is no impediment, prohibition or restriction upon the present or future development of the Project Land as contemplated herein.
- (g) It shall not create any Encumbrances of any kind whatsoever over the Project Land during the currency of this Agreement and shall keep the title clean and marketable for all purposes.
- (h) It shall provide all documents as may be required and extend all co-operation to the Developer at the costs and expenses of the Developer.
- (i) In the event that the Land Owner is in receipt of any amounts from any governmental authority which have been deposited by the Developer with respect to the Project Land / Project, the Land Owner, shall forthwith, and without any delay or demur, transfer such amounts to the Developer. The Land Owner acknowledges that it shall not have any right or claim over such amounts.
- (j) It shall comply with all Applicable Laws and regulatory compliances therein, with respect to the Project Land / Project, throughout the subsistence of this Agreement.

13.3. The Developer represents and warrants to the Land Owner as follows:

- (a) The Developer shall develop, construct, and complete the Project.
- (b) The Developer has adequate personnel and resources with the necessary skills, qualifications, financial resources and capability to fulfill its obligations and complete the Project.
- (c) The Developer is not engaged and shall not engage in any other activity/ business other than the construction and development of the Project.
- (d) The shareholding pattern / partnership of the Developer is as per Annexure C. The Developer undertakes that there shall be no change in the shareholding pattern / partnership of the Developer without the prior written consent of the Land Owner.
- (e) The Developer shall comply with all Applicable Laws and regulatory compliances therein, with respect to the Project Land / Project, throughout the subsistence of this Agreement. The Developer shall not undertake any act or omission which may amount to any breach / non-compliance under Applicable Laws, including but not limited to the RERA.
- (f) The Developer confirms that the Developer has carried out extensive legal, title and technical due diligence of the Project Land and all the Approvals including the NILP LOI granted in relation to the same, and is fully satisfied, with the right, title and interest of the Land Owner to the Project Land, and the Developer shall not make any claims, raise any disputes in relation to the same at any time, except for any issue that remains undisclosed at the time of execution hereof.

#### 14. NATURE OF RELATIONSHIP

Nothing in this Agreement shall be construed so as to constitute the Land Owner and the Developer as partners or joint ventures, or either Party hereto as the employee or agent of the other Party hereto, or in any other manner other than as independent contractors.

#### 15. INDEMNIFICATION

- 15.1. The Land Owner herein agrees to indemnify, defend and hold the Developer, its employees, directors ("**Developer Indemnified Parties**") harmless from and against any and all direct Losses that the Developer Indemnified Parties have incurred and suffered, arising out of or due to: (a) breach of any representation of the Land Owner as stated in the Agreement; (b) non-fulfillment of any covenant, undertaking, agreement or obligation by the Land Owner under this Agreement; (c) any non-compliance by the Land Owner with Applicable Laws, , (d) fraud, and /or negligence by the Land Owner; and (e) due to default in repayment/servicing of the Funding by the Land Owner from the cash flows of the Land Owner Area Share, to the extent of the amount of Existing Loan.
- 15.2. The Developer herein agrees to indemnify, defend and hold the Land Owner, its employees, partners, ("**Land Owner Indemnified Parties**") harmless from and against any and all direct Losses that the Land Owner Indemnified Parties have incurred and suffered, arising out of or due to: (a) any inaccuracy or breach of any representation and warranty of the Developer; (b) non-fulfillment or breach of any covenant, undertaking, agreement or obligation by the Developer under this Agreement; (c) any non-compliance of the Applicable Laws, License, Approvals; (d) any liabilities and, or, penalties imposed by any Government Authority on the Project and, or, the Project Land in relation to the construction and development undertaken by the Developer; (e) any penalties, interest including compensation payable to the Purchasers of the Saleable Area in the Project, including under the RERA; (f) any liability or amounts payable to third party in relation to the construction and development of the Project undertaken by the Developer; (g) any and all interest, penalties, charges, expenses, damages, compensation to the Purchasers of the Project and any Government Authorities, RERA Authorities, and third parties; (h) any litigations, claims, arbitration, proceedings and, or complaints in relation to the development of the Project; (i) fraud, and, or, negligence by the Developer; and (j) due to default in repayment/servicing of the Funding by the Developer to the extent of its liability therein.

## 16. STEP IN RIGHTS / TERMINATION

- 16.1. The Land Owner may terminate this Agreement after giving notice to Developer only if the Developer has defaulted in its obligation under this Agreement which has a material and adverse effect on the interests of the Land Owner, for which the Land Owner has given a written notice and cure period of at least 60 (sixty) days, and the issue remains unresolved causing harm/losses to the Land Owner directly attributable to the inaction, misrepresentation, abandonment or willful misconduct on part of the Developer. In such a case, the Developer shall step aside and allow the Land Owner to take remedial action in the interest of the Project. In such a case, the refundable deposit shall become non-refundable and would stand forfeited and the Developer shall lose all rights in the Project.

In case there are proceedings initiated under IBC against the Developer, then the Developer shall be fully responsible for setting aside such matter in the interest of the Project and the Parties. All costs associated with such an event shall be the sole responsibility of the Developer and the Developer shall keep the Land Owner fully informed at all times. If the Developer fails to tackle such issue, then in the interest of the Project, the Developer shall step aside and allow the Land Owner to take remedial action / possession of the Project, in the interest of the Project. The Developer shall keep the Land Owner fully indemnified in this regard.

## 17. CONFIDENTIALITY

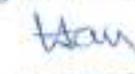
- 17.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence and shall not use or disclose to any third party and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on

PYRAMID & LID REALTORS LLP

  
Designated Partner

Page 17 of 21

For Silverglades Homes LLP

  
Designated Partner

a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (d) any third party can ascertain independently on account of this Agreement or the POA being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (e) the Parties may have to disclose to any of their shareholders, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws;
- (f) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (g) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

## 18. SPECIFIC PERFORMANCE

The Parties agree and acknowledge that it would be impossible or inadequate to measure and calculate the Land Owner's damages from any breach by the Developer of the terms of this Agreement and the Developer's damages from any breach by the Land Owner of the terms of this Agreement, and that any breach will cause irreparable harm and damage to the Developer and the Land Owner, respectively. Accordingly, the Parties agree that if any Party breaches any provisions of this Agreement, the other Party will have, in addition to any other right or remedy available under law or equity, the right to seek specific performance of any provision of this Agreement or any agreement in pursuance thereof.

## 19. DISPUTE RESOLUTION

In the event of any dispute(s) or difference(s) and /or claim(s) between the Parties arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, such dispute shall be referred to and resolved by the arbitration. The arbitration shall be conducted before an arbitral tribunal comprising of 3 (three) arbitrators. The Land Owner and the Developer shall each be entitled to appoint 1 (one) arbitrator each with the 2 (two) party appointed arbitrators appointing the third arbitrator to act as the presiding arbitrator. The arbitration proceedings shall be conducted as per the provisions of the

Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto for the time being in force. The arbitration award shall be final and binding on the Parties hereto. The language of arbitration shall be English. The seat and venue of arbitration shall be New Delhi. The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings.

## 20. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India. Subject to arbitration clause, this Agreement is subject to the exclusive jurisdiction of the courts of New Delhi, India.

## 21. FORCE MAJEURE

Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement on account of an act of god (being fire, lightning drought, flood, typhoon, tornado, landslide, cyclone, hurricane, avalanche, tempest, storm, earthquake, pandemic, epidemic affecting the development of the Project(iii) any specific environment related government agency order such as NGTspecific impeding performance of the Project ("Force Majeure Event"). It is agreed that during the Force Majeure Event: (i) neither Developer nor the Land Owner shall be liable for any failure or delay in performing their obligations under or pursuant to this Agreement; (ii) the timelines set out in this Agreement for the Parties to perform their respective obligations shall stand extended by the period during which period such Force Majeure Event and its effect subsist. Any Party that is unable to perform any of its obligations hereunder owing to any Force Majeure Event shall be obligated to notify the other Party as soon as practicable to it but not later than 30 (thirty) days of the occurrence of Force Majeure Event, and discuss remedial measures.

## 22. COUNTERPARTS

This Agreement may be executed and registered in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same Agreement.

## 23. ENTIRE AGREEMENT

This Agreement constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties with respect to its subject matter. No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

## 24. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

## 25. REGISTRATION OF THE AGREEMENT

The stamp duty and registration charges payable in relation to this Agreement and POA shall be borne and paid by the Developer.

## 26. ALTERNATIVE.

If any term or provision of this Agreement is determined to be contrary, invalid, illegal or

PYRAMID & LID REALTORS LLP

Designated Partner

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For Silverglades Homes LLP

Designated Partner

unenforceable in any respect due to legal constraints under Applicable Laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended, and review the said specific provisions, and if deemed necessary by the Parties, amend or renegotiate the said clause or term or provision of this Agreement in good faith so as to reflect the commercial understanding between the Parties.

## 27. DTCP COMPLIANCES

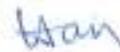
- 27.1. The Parties shall be responsible for compliance with all terms & conditions of license/provisions of the Haryana Development and Regulation of Urban Areas Act 1975, Rules and Regulations made thereunder till the grant of final occupation certificate for the Project or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 27.2. This Agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of this Agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.
28. The Parties shall jointly apply to the concerned authority for obtaining the requisite licenses, permissions, sanctions and approvals under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 for development of Project over the Project Land or any other use as it may deem fit as mentioned hereinabove. The Land Owner shall extend full co-operation and assistance to the Developer in relation to obtaining the aforesaid licenses, permissions, sanctions and approvals. The Developer shall be acting as developer for the purposes of the Project and shall fulfill all obligations of DTCP and be responsible for all compliances including all filings under Rule 24, 26, 27 and 28 in DTCP and for compliance of the Real Estate (Regulation and Development) Act, 2016.
29. The Developer shall not assign this Agreement or any part thereof, or any benefit or interest therein or otherwise to any person or entity, without the prior written consent of the Land Owner.

PTWORLD & LID REALTOR *(signature page follows)*



Designated Partner

For Silverglades Homes LLP

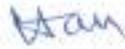


Designated Partner

IN WITNESS WHEREOF the Parties have signed this Agreement at [•] on the date, month and year first above written in the presence of witnesses.

For and on behalf of the **Developer**

For Silverglades Homes LLP



Name: Designated Partner  
Designation:

For and on behalf of the **Land Owner**

PYRAMID & LID REALTORS LLP



Name: Designated Partner  
Designation:

Witness No. 1

Sign: 

Name: ASHWANI KUMAR

Address: 1304, Tower - 4,  
Ansal valley View Estate,  
Gwal Phari, Gurgaon,  
Haryana.

7241-4878-9387

Witness No. 2

Sign: 

Name: ANIL KUMAR YADAV

Address: 4701 DLF Ph. II  
JCT. SURKULRAJ (HR)  
7282-7734-0785

**SCHEDULE -1**

**Details of the Project Land**

All that piece and parcel of the licensed land admeasuring 10.4625 Acres, located in Village Behrampur, Gurugram also known as Sector 63-A, Gurugram, Haryana comprised in;

Village	Rect. No.	Killa No.	Area (K-M)
Behrampur	20	5	8-0
		6	8-0
	21	1	8-0
		9	8-0
		10/1	0-3
		10/2	3-17
		10/3	4-0
		11/1	4-0
		11/2	4-0
		12/1	3-11
		12/2	4-9
		13min	6-14
		18/1/2min	5-0
		19	8-0
		20/1	4-0
		20/2	4-0
		<b>Total</b>	<b>83-14</b>

PYRAMID & LID REALTORS LLP



Designated Partner

For Silverglades Homes LLP



Designated Partner



## Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot no. 3, Sector-18 A, Madhya Marg, Chandigarh

Phone: 0172-2549349 e-mail: [tcpharyana7@gmail.com](mailto:tcpharyana7@gmail.com)

Web site [tcpharyana.gov.in](http://tcpharyana.gov.in)

LC-III  
(See Rule 10)

Regd.  
To

SCJS Bulldwell LLP  
(now known as M/s Pyramid & LID Realtors LLP)  
House No. H-38, Ground Floor,  
M2K White House, Sector-57,  
Gurugram.

Memo No. LC-4958-JE (DS)/2023/ 11406 Dated: 20/04/2023

Subject:

Letter of Intent grant of licence under New Integrated Licensing Policy (NILP) dated 11.05.2022 on land measuring 10.4625 acres (after migration of license no. 60 of 2022 dated 13.05.2022 granted for setting up of Affordable Plotted Colony over an area measuring 10.4625 acres) in the revenue estate of village Behrampur, Sector 63A, Gurugram being developed by Pyramid & LID Realtors LLP.

Please refer your application dated 28.09.2022 on subject cited matter.

Your request for grant of licence under New Integrated Licensing Policy (NILP) dated 11.05.2022 on land measuring 10.4625 acres (after migration of license no. 60 of 2022 dated 13.05.2022 granted for setting up of Affordable Plotted Colony over an area measuring 10.4625 acres) in the revenue estate of village Behrampur, Sector 63A, Gurugram has been examined and it is proposed to grant aforesaid license. You are therefore, called upon to fulfill the following requirements/pre-requisites laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 60 days from the date of issue of this notice, failing which the grant of license shall be refused.

1. To furnish the bank guarantee on account of Internal Development Charges & External Development Charges for the amount calculated as under:-

A) Internal Development Works:

- |      |   |  |
|------|---|--|
| i)   | Area under Commercial Component 0.4185 acres<br>@ Rs. 50.00 Lac per acre<br>0.4185 X 50 Lac | = Rs. 20.925 Lacs                            |
| ii)  | Area under residential 10.044 acres<br>@ Rs. 50.00 Lac per acre<br>10.044 X 50 Lac          | = Rs. 502.2 Lacs                             |
| iii) | Cost of community site  | = Nil  |
| iv)  | Total cost of Internal Development Works  | = Rs. 523.125 Lacs                           |
| v)   | 25% B.G. on account of IDW  | = Rs. 130.781 Lacs<br>(Valid for five years) |

B) External Development Works:

- |     |  |                    |
|-----|--|--------------------|
| (i) | Total residential area<br>10.044 x 312.289 x 5/7 | = Rs. 2240.45 Lacs |
|-----|--|--------------------|

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*[Signature]*

Designated Partner

Silverglades Homes LLP

*[Signature]*

Designated Partner  
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(ii)	Total Area under Comm. Component	= Rs.203.445 Lacs
	0.4185 x 486.13	= Rs.2443.895 Lacs
(iii)	Total EDC Charges (i)+(ii)	= ₹ 610.97375 lacs
(iv)	Bank Guarantee required	(Valid for five years)

2. To deposit an amount of Rs. 1,61,42,143/- on account of balance licence fee to be deposited online at website i.e. www.tcpharyana.gov.in

3. To execute two agreements i.e. LC-IV and Bilateral Agreement on non-judicial stamp paper of Rs. 10/- . Further, following additional clauses shall be added in the bilateral agreement as per Government Instruction dated 14.08.2020:-

i. That you 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 gets credited to the EDC head in the State treasury.

ii. 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 Government treasury against EDC dues.

iii. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.

iv. The implementation of such mechanism shall, however, have no bearing on the EDC instalment 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 instalments that are due for payment get paid as per prescribed schedule.

4. To furnish an undertaking on non-judicial stamp paper of Rs. 10/- to the following effect:-

a) That you shall pay the Infrastructure Development Charges amounting to Rs. 3,47,20,225/- in two equal installments. First installment will be due within 60 days of grant of license and second installment within six months of grant of license failing which 18% PA Interest will be liable for the delayed period.

b) That you shall maintain and upkeep all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to 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, in accordable with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

c) That area coming under the sector roads and restricted belt/green belt which forms part of licenced area and in lieu of which benefit to the extent permissible as per policy towards plotable area is being granted, shall be transferred free of cost of the Govt.

d) That if any external development works are provided at any stage by HUDA/Government, then applicant shall have to pay the proportionate development charges.

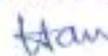
e) That you shall integrate the services with the HSVP services as per the approved service plans and as and when made available.

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For Silverglades Homes LLP



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- f) That you shall submit NOC as required under notification dated 14.09.2006 issued by Ministry of Environment and Forest, Govt. of India before executing development works at site.
- g) That you shall make arrangement for water supply, sewerage drainage etc to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HSVP.
- h) That you shall provide the rain water harvesting system as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- i) That you shall make provision of solar water heating system as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- j) That you shall use only LED lamps fitting for internal lighting as well as campus lighting.
- k) That you shall ensure the installation of Solar Photovoltaic Power Plant as per provision of notification no. 22/52/2005-5 power dated 03.09.2014 of Haryana Government Renewable Energy Department if required
- l) That you shall convey Ultimate Power Load Requirement of the project to the concerned power utility, with a copy to the Director, within two month period from the date of grant of licence to enable provision of site in your land for Transformers/Switching Station/ Electric Sub-Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- m) That it is understood that the development / construction cost of 24/18 m wide road/major internal road is not included in the EDC rates and you will pay the proportionate cost for acquisition of land, if any alongwith the construction cost of 24/18 m wide road/major internal road as and when finalized and demanded by the Director, Town & Country Planning, Haryana.
- n) That you shall arrange electric connection from outside source for electrification of his colony from HVPN and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which he shall get the electrical (distribution) service plan /estimates approved from the agency responsible for installation of external electric services i.e. HVPN/UHBYNL/DHBYNL Haryana and complete the same before obtaining completion certificate for the colony.
- o) That you shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the licence granted.
- p) That you shall deposit thirty per centum of the amount realised, from time to time, by him, from the plot holders within a period of ten days of its realization in a separate account to be maintained in a scheduled bank. This amount shall only be utilized by him towards meeting the cost of internal development works in the colony.
- q) That you shall abide for paying the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- r) That you shall keep pace of construction atleast in accordance with sale agreement executed with the buyers of the flats as and when scheme is launched.

Director General  
Town & Country Planning  
Haryana, Chandigarh

PYRAMID & LID REALTORS LLP

*[Signature]*

Designated Partner

For Silverglades Homes LLP

*[Signature]*

Designated Partner

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- s) That you shall not give any marketing and selling rights to any other company other than the collaborator company
- t) That no claim shall lie against HSVP till non-provision of EDC services, during next five years.
- u) That you shall complete the demarcation at site within two month from date of licence and will submit the demarcation plan in the office of District Town Planner, Gurugram under the intimation to this office.
- v) That you shall submit the compliance of Rule -24,26,27 & 28 of Rules 1976 & Section -5 of Haryana Development and Regulation of Urban Areas Act, 1975, the applicant company shall inform account number & full particulars of the scheduled bank wherein the applicant company have to deposit thirty percentum of the amount from buyers for meeting the cost of internal development works in the colony.
- w) That you shall transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities before grant of completion certificate.
- x) That you shall abide by the provision of the New Integrated licence policy dated 11.05.2022 and the amendment therein.
- y) That you shall either surrender 10% of the colony area free of cost to the Government for Affordable Group Housing within 60 days of issuance of license or before approval of zoning plan whichever is earlier or deposit an amount at the rate three times the collector rate in lieu of 10% land to be surrendered as per provisions of the policy dated 11.05.2022.

5. That you shall submit a certificate from District Revenue Authority stating that there is no further sale of the land applied for licence till date and the applicants are owner of the land.

6. That you shall submit the NOC from District Forest Officer Gurugram regarding applicability of any Forest Law/notifications.

7. That you shall submit an affidavit duly attested by 1<sup>st</sup> Class Magistrate, to the effect that you have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Schedule Roads and Controlled Areas restrictions of Unregulated Development Act, 1963 or have not applied for license / permission under any other law for the time being in force.

8. To submit an undertaking from the land owning companies/land owners that this land has not been sold to any person after entering into collaboration agreement with the colonizer to whom LOI is being issued and also that presently there is no collaboration agreement enforced with any other person for the same land.

9. That you shall clear the outstanding dues against various licences granted in the state, if any.

10. That you shall intimate their official Email ID and the correspondence address to the Department which will be treated legal and enforceable.

PYRAMID

*[Signature]*

Designated Partner

For Silverglades Homes LLP

*[Signature]*

Designated Partner

11. To submit an Indemnity bond indemnifying DTCP from any loss, if occurs due to submission of undertaking submitted in respect of non-creation of third party rights on the applied land.
12. That you shall complete the demarcation at site within 7 days from date of issuance of LOI and will submit the demarcation plan in office of District Town Planner, Gurugram under intimation to this office.
13. That you shall submit rectified layout plan as per policy dated 11.05.2022.
14. That you shall submit CA certified shareholding pattern for SCJS Buildwell LLP and Pyramid and LID Developers LLP.
15. That you shall submit net worth certificate for the firm Pyramid and LID Developers LLP before final permission.
16. That you shall submit original non encumbrance certificate before grant of final permission.
17. That you shall submit latest revenue record after duly incorporating the change of name of company from SCJS Buildwell LLP to Pyramid and LID Developers LLP. DA/land schedule.

  
(T.L. Satyaprakash, IAS)  
Director General,  
Town & Country Planning  
Haryana Chandigarh

Endst. No LC-4958/JE (DS)/2023/

Dated:

A copy is forwarded to the following for information and necessary action:-

1. Deputy Commissioner, Gurugram.
2. Senior Town Planner, Gurugram.
3. District Revenue Officer, Gurugram.
4. District Town Planner, Gurugram.

  
(R.S. Bhatt)  
District Town Planner (HQ)  
For Director General, Town & Country Planning  
Haryana Chandigarh

PYRAMID & LID REALTORS LLP

  
Designated Partner

For Silverglades Homes LLP

  
Designated Partner

# SILVERGLADES HOMES LLP

Reg. Office: 506, 5<sup>th</sup> Floor Times Square Building, B Block, Sushant Lok-I, Gurugram-122002  
 LLPIN: ABZ-9999, E-mail : cs@silverglades.com; Website: www.silverglades.com;  
 Ph. No. : 91-124-4550300/309 Fax : 91-124-4550399

## List of Partners

S. No.	Name of the Partner	Address	Percentage
1.	M/s Silverglades Holdings Private Limited	404, Nirmal Tower, 26 Barakhamba Road, New Delhi- 110001	5 %
2.	M/s Silverglades infrastructure Private Limited	404, Nirmal Tower, 26 Barakhamba Road, New Delhi-110001	5%
3.	M/s Centerstone Estate LLP	506, 5th Floor, Time Square Building B-Block, Sushant Lok DLF Gurgaon Haryana 122002	90%

For Silverglades Homes LLP

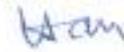
(Harsh Kumar Gupta)  
 Designated Partner  
 DIN/DPIN: 08076716

PYRAMID & LID REALTORS LLP



Designated Partner

For Silverglades Homes LLP



Designated Partner