Bond



#### Indian-Non Judicial Stamp Haryana Government



Date: 11/07/2023

Certificate No.

G0K2023G2376

GRN No.

105053866

Penalty: (Bs. Zero Only)

Stamp Duty Paid: ₹101

**Deponent** 

Name:

Silverglades Homes Llp

H.No/Floor: Na

Sector/Ward: Na

Landmark: Na

City/Village: Gurugram

District: Gurugram

98\*\*\*\*\*72 Phone:

State: Haryana

Purpose: Bilateral Agreement to be submitted at Concern office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

#### FORM LC-IV-A

# BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A COLONY UNDER NEW INTEGRATED LICENSING POLICY. DATED 11.05.2022

This Agreement is made on this 23 day of October, 2023.

## **BETWEEN**

Pyramid & LID Realtors LLP C/o Silverglades Homes LLP having its office at H-38, Ground Floor, M2K White House, Sector 57, Gurugram (hereinafters ealled the "Developer") which expression shall unless repugnant to subject of context mean and include their successors, administrators, assigns, nominees and parmitted assignees acting through its authorized signatory namely Dinesh Kumar respectively. .....Of the ONE PART

### And

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR")

..... Of the OTHER PART

Director Ganeral **Town & Country Planning** Haryana, Chandigarh

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a colony under NEW INTEGRATED LICENSNG POLICY dated 11.05.2022 on the land measuring 10.4625 Acres in Sector- 63-A, Gurugram, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect.

## NOW THIS AGREEMENT WITNESSES AS UNDER:-

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Colony under NILP on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer. The Owner/Developer hereunder covenants as follows:-.

- 1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" for the area earmarked for the affordable group housing scheme, as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- 2. That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/transferred by them keeping in view the provision of NILP Policy as amended from time to time, which shall be followed in letter & spirit.
- 3. The terms condition and policy parameters as prescribed under the residential colony under NILP policy Dated 11.05.2022 as amended from time to time and enclosed as annexure 1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.

Silverglades Homes LLP

uthorized Signatory

Director General Town & Country Planning Haryana, Chandigarh

- 4. The owner/developer will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities as per NILP Policy as amended from time to time. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area.
- 5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the NILP Policy.
- 6. That all plots in the project shall be allotted strictly as per the NILP Policy as amended from time to time.
- 7. That the owner/developer shall complete the project within 7 years (5+2 years from the date of grant of license as per policy.
- 8. That the Owner Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Residential Colony under NILP policy after making provisions of the statutory taxes. In case the netprofit exceeds 15% after completion of the project period, the surplus amount shall be deposited Within two months in the state Government Treasury by the Owner/Developer or they shall spend. This money on further amenities/facilities in their colony for the benefit of the resident therein.
- 9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimate according to the approved layout plan (this clause shall not be applicable in the cases, where 15% of the saleable area is mortgaged on account of said bank guarantee as per NILP Policy dared 11.05.2022 as amended from time to time).
- 10. That we shall abided by the terms and condition of the new integrated licensing policy notified on 11.05.2022 and the amendment therein.
- 11. That the owner/developer shall integrate its bank account in which 70%

Silverglades Homes LLP
Authorized Signatory

Director General Town & Country Planning Haryana, Chandigarh allottee receipts are credited under section 4(2)(i)(d) of the real estate and regulation and development act, 2016 with the online application/payment gateway of the department in such manner so as to ensure 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the state treasury.

- 12. That such 10 % of the total receipts from each payment made by an allottee which is received by the department shall get automatically credited on the date of receipt in the Govt. Treasury against EDC dues.
- 13. Such 10% deduction shall continue to operate till the total EDC dues get received from the owner/developer.
- 14. That the implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the owner/. The owner/developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that the EDC installments that are due for payments get paid as per prescribed schedule.

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

Witness:

Sigilwarglades Homes LLP

AUTHORIZED SIGNATORY

2.

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

Director General Town & CountryPlanning Haryana, Chandigarh