

[FORM LC-IV A
[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up an Group Housing colony

This agreement made on the ____ day of ____ between Shri/M/S-----s/o Shri _____, resident of _____ (hereinafter called the “owner”) of the one part and the Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the “Director”) of the other part.

Whereas in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the “ Rules”) and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a group housing colony on the land measuring acres falling in the revenue estate of village district.

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner:-

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure to Form LC-IV and on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follows:

- (a) That in case of group housing adequate accommodation shall be provided for domestic servants and other services Population of economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 square feet., which will cater to the minimum size of the room along with bath and water closet.
- (b) That all the buildings to be constructed shall be with the approval of the competent authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the National Building Code with regard to the interse distances between various blocks , structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- (c) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided by the owner. The owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid centre on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost and thus set apart for primary-cum-nursery school , community centre buildings/dispensary and first aid centre, in which case he Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.
No third party right shall be created without obtaining the prior permissions of the Director, Town and Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of three years from the date of grant of licence.
- (d) (i) That the owner undertakes to pay proportional external development charges (EDC) for the area earmarked for group housing scheme, as per rate, schedule and conditions annexed hereto.
(ii) That the rates, schedule and terms and conditions of external development charges as mentioned above may be revised by the Director during the licence period as and when necessary and the owner shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with interest from the date of grant of licence.
- (e) That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders /plot holders @ Rs. _____ per gross acre which is a tentative charges only for construction of a portion of the total community buildings.
- (f) That the owner shall ensure that the flats / dwelling units are sold/leased/transferred by him keeping in view the provisions of the Haryana Apartment Ownership Act, 1983.
- (g) That the owner shall abide by the provisions of the Haryana Apartment Ownership Act, 1983.
- (h) That the responsibility of the ownership of the common area and facilities as well as their management; and maintenance shall continue to vest with the colonizer till such time the

responsibility is transferred to the owner of the dwelling unit under the Haryana Apartment Ownership Act, 1983.

- (i) That the owner shall be responsible for the maintenance and up-keep of all roads, open spaces, public parks, public health services for five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, which the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- (j) That the owner shall deposit 30% of the amount realized by him from flat holders from time to time within ten days of its realization in a separate accounts to be maintained in the Scheduled bank and that this amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
- (k) That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the plotted/group housing colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- (l) That the owner shall deposit service charges @ Rs. 10/- square meters of the total flatted area of the flatted area/total covered area of the colony in two equal installments. The first installment of the service charges would be deposited by the owner within sixty days from the date of grant of licence and the second installment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.
- (m) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (n) That the owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker section categories, and the area of such flats shall not be less than 200 square feet. These flats shall be allotted on the basis of the price charged by the Haryana Housing Board for such sizes/flats in that particular area in the following manner:-
 - (i) That for the allotment of the flats the owner shall invite applications for allotment through open press from eligible member of economically weaker section categories, as defined by the State Government /Housing Board Haryana. The owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - (ii) That if the number of applications exceeds the number of flats, the allotment shall be made through the method of lottery/draw by the owner after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted flats after complying with the usual business conditions with regard to the payment of the earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.
- (i) That the owner while calling the applications for the allotment of economically weaker section /lower income group categories of flats in the group housing colonies shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- (o) That the owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.

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

- (a) the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme;
- (b) a minimum of 15% in case of economically weaker section /lower income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price;
- (c) the owner while determining the sale price of the flats in open market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean a defined phase or a compact area of the colony, as approved by the Director;
- (d) after the layout plans and development works or part thereof in respect of the group housing colony or part thereof have been completed and a completion certificate in respect thereof issued, the Director may, on an application in this behalf, from the owner, release the bank

guarantee or part thereof , as the case may be, provided that , if the completion of the group housing colony is taken in parts, only the part of the bank guarantee corresponding to the part of the group housing colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the group housing colony or part thereof, as the case may be , for a period of 5 years from the date of issue of the completion certificate under rule-16 or earlier in case the owner is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner;

(e) that the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The owner shall submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995 with an increase in the cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee with in thirty days on demand.

2. Provided always and it is hereby agreed that if the owner commit any breach of the terms and conditions of this agreement or violate any provisions of the Act and rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence under clause, 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 and all the subsequent amendments made in the Act and rules. The bank guarantee in that event shall stand forfeited in favour of the Director.

4. The stamp duty and registration charges on this deed shall be borne by the owner.

5. The expression the “owner” hereinbefore used/shall include his heirs, legal representatives, successors and permitted assignees.

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

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

WITNESSES

1. Signature_____

Name_____

Date_____

Address_____

Signature_____

Name _____

Date _____

Address_____

1. Signature_____

Name_____

Date_____

Designation_____

2. Signature_____

Name_____

Date _____

Designation_____

Signature

Name

Date

Address of the owner

Signature

Name

Date

Designation

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.