

FORM LC-IV-B

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a plotted colony.

This agreement made on _____ 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 residential plotted 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:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS: .

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 hereto 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 the owner shall reserve 20% of the total number of residential plots developed for or proposed to be developed for allotment to economically weaker section /lower income group categories (normally of the sizes of 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the layout plan approved by the Director. Only those persons will be eligible to apply whose total family income inclusive of the income of the husband, wife and dependent children does not exceed the prescribed limit laid down by the Director. These plots shall be allotted in the following manner at the subsidized price, so fixed by the Director.
 - (b) That for the allotment of economically weaker section /lower income group plots, the owner shall invite applications for allotment through press from eligible members of economically weaker section /lower income group categories as defined by the Director. He shall also announce the tentative number of plots with sizes available for such sale.
 - (c) That if the number of applications exceeds the number of plots, the allotment shall be made through the method of lottery drawn by the owner after giving due publicity and in the presence of the representative of the Director. The successful applicants will be allotted plots after complying with the usual conditions with regard to the payment of earnest money and acceptance of terms and conditions of the sale within the stipulated time period prescribed by the owner.
 - (d) That the owner while calling the applications for allotment of economically weaker section /lower income group categories of plots/flats in residential colonies/ group housing colonies shall charge not more than 10% of the total tentative cost of such plots/ flats as registration/earnest money.
2. That the owner shall further reserve 25% of the residential plots of “NO Profit No Loss” category (normally of sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:-
 - (i) That the owner shall allot these plots to the applicants registered during the course of his business. In case the number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
 - (ii) That the owner shall allot remaining 25% of “No Profit No Loss” plots to:-
 - (a) Non Resident Indians against Foreign Exchange.

- (b) The land owners whose land has been purchased by the owner for setting up a colony in lieu thereof under a written contractual obligation.
- (c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the owner.
- (d) Such persons whom the owner may like at his discretion, provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in sub- clauses (i) and (ii):

Provided that in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applications are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest sizes of plots will be drawn first. After the draw of lottery, allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with usual terms and conditions within the stipulated time prescribed by the owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meter, would be sold by the owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots as provided under clauses 1 and 2.

4. That the owner while advertising for the sale of plots in the open market shall ensure the allotment of other categories of plots proportionately.

5. That the owner shall submit the list of allottee(s) to the Director twice a year.

6. That the record of such allotment shall be open for inspection by the State Government.

7. 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.

8. 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 20% in case of economically weaker section /lower income group and 25% of "No Profit No Loss" plots as provided in sub-clause (a) of clause 1 and sub clause (ii) of clause 2 above respectively have been allotted at the subsidized price of economically weaker section /lower income group and "No Profit No Loss" basis prescribed above.

9. That the owner shall not be allowed to recover any amount whatsoever on account of internal community building from the plot-holders at the rate of Rs.--- per gross acre which is a tentative charges only for construction of a portion of the total community buildings. All the community buildings shall be got constructed by a colonizer within a period of three years. This period would commence after two months of grant of licence during which the colonizer would submit their building plans for sanction. This three years period would exclude ninety days statutory period given for approval of building plans.

10. 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, at 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.

11. That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account 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.

12. 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 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.

13. 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.

14. 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 will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 01.01.1995. With an increase in the cost of construction and 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.

15. 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_____

2. 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.
