

HARYANA GOVERNMENT**TOWN AND COUNTRY PLANNING DEPARTMENT****Notification**

The 29th January, 2007

No. DS-H-07/2717. —In exercise of the powers conferred by Sub-section (1) read with Sub-section (2) of Section 24 of the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), and with reference to Haryana Government, Town and Country Planning Department, Notification No. DS-II-06/26988, dated the 25th October, 2006, the Governor of Haryana hereby makes the following rules further to amend the Haryana Development and Regulation of Urban Areas Rules, 1976, namely :—

1. These rules may be called the Haryana Development and Regulation of Urban Areas (First Amendment) Rules, 2007.

2. In the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter called the said rules), in rule 2, after clause (c), the following clause shall be inserted, namely:—

‘(cc) “development plan” means the plan prepared under the provisions of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965;’.

3. In the said rules, in rule 8, in sub rule (1),—

(i) in clause (e), the word “and” existing at the end, shall be omitted ;

(ii) in clause (f), for sign “.” existing at the end, the sign and word; “;and” shall be substituted;

(iii) after clause (f), the following clause shall be added at the end, namely :—

“(g) conformity with the development plan”.

4. In the said rules, in rule 11, in sub rule (1),—

(I) in clause (e), the word “and” existing at the end, shall be omitted;

(II) in clause (f),—

(i) for sign “.” existing at the end, the sign “;” shall be substituted;

(ii) after clause (f), the following clauses shall be added, namely:—

“(g) pay such development charges including the cost of development of State/National Highways, Transport, Irrigation and Power facilities as determined by Director (given in the Schedule to these rules); and

(h) execute bilateral agreement in Form LC-IV-A for group housing colony, in Form LC-IV-B for plotted colony, in Form LC-IV-C for industrial colony and in Form LC-IV-D for commercial colony.”.

5. In the said rules, after Form LC-IV, the following Forms shall be inserted, namely :—

“FORM LC-IV A

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a 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:-

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 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 *inter se* 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 the 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.
- (iii) 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_____	Signature_____
Name_____	Name_____
Date_____	Date_____
Address_____	Address of the owner_____
2. Signature_____	
Name_____	
Date_____	
Address_____	
1. Signature_____	Signature_____
Name_____	Name_____
Date_____	Date_____
Designation_____	Designation_____
2. Signature_____	
Name_____	
Date_____	
Designation_____	

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.

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 within 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:	Signature_____
1. Signature_____	Name _____
Name_____	Date _____
Date_____	Address of the owner _____
Address_____	
2. Signature_____	
Name _____	
Date _____	
Address_____	
1. Signature_____	Signature_____
Name_____	Name _____
Date_____	Date _____
Designation_____	Designation _____
2. Signature_____	
Name_____	
Date _____	
Designation_____	

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.

FORM LC-IV-C

[See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up an Industrial 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 the 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 therein for the grant of licence, the owner shall enter into a bilateral agreement with the Director for carrying out building construction and completion of the development works in accordance with the licence finally granted for setting up of a industrial colony falling in industrial sector _____ District _____.

AND WHEREAS the bilateral agreement mutually agreement 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:

- (i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-
- (ii) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. _____ lacs per gross acre for industrial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lump-sum within thirty days from the date of grant of licence or in eight equal quarterly installments of 12.5% each in the following manner :-
 - (a) First installment shall be payable within a period of thirty days from the date of grant of licence.
 - (b) Balance 87.5% in seven equal quarterly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. _____ lacs per gross acre.
 - (c) The owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. _____ lacs per gross acre.
- (iii) The external development charges rates are under finalization. In the event of increase tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installment, if any, from the date of grant of licence.
- (iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid licence and bank guarantee.
- (v) The unpaid amount of external development charges would carry an interest at a rate of 15% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% simple per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.
- (vi) That the owner shall derive maximum net profit @ 15% of the total project cost of development of the above noted industrial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government Treasury by the owner.
- (vii) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (viii) In case Haryana Urban Development Authority executes external development works before final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.
 - (a) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of " external electrical services" i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited Haryana and complete the same before obtaining completion certificate for the colony.

- (b) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (c) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule-16 of the Rules, unless earlier relieved of this responsibility.
- (d) That the owner shall be individually as well as jointly be responsible for the development of industrial colony.
- (e) That the owner shall complete the internal development works within one year of the grant of the licence.
- (f) That the Owner shall deposit service charges @ Rs. 10/- square meter of the total covered area of the colony in two equal installments. The first installment of the service charges shall be deposited by the owner within sixty days from the date of grant of licence and the second instalment 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.
- (g) 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.
- (h) That the owner shall permit the Director or any other officer authorised by him on his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- (i) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
- (j) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urbana Development Authority and the same is made functional.

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

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 as amended upto date, 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. After the layout plans and development in respect of the industrial colony have been completed by owner in accordance with the approved plans and specifications 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 the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony 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.

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.

<p>WITNESSES:</p> <p>1. Signature _____ Name _____ Date _____ Address _____</p> <p>2. Signature _____ Name _____ Date _____ Address _____</p> <p>1. Signature _____ Name _____</p>	<p>Signature _____ Name _____ Date _____ Address of the owner _____</p> <p>Signature _____ Name _____</p>
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Date _____
Designation _____
2. Signature _____
Name _____
Date _____
Designation _____

Date _____
Designation _____

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.

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

Bilateral Agreement by owner of land intending to set up a Commercial 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 Commercial 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:

- (i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-
- (ii) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. _____ lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in eight equal quarterly installments of 12.5% each in the following manner:-
 - (a) First installment shall be payable within a period of thirty days from the date of grant of licence.
 - (b) Balance 87.5% in seven equal quarterly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. _____ lacs per gross acre.
 - (c) The owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. _____ lacs per gross acre.
- (iii) The external development charges rates are under finalization. In the event of increase tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on installment, if any, from the date of grant of licence.
- (iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid licence and bank guarantee.
- (v) The unpaid amount of external development charges would carry an interest at a rate of 15% per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% simple per annum) would be chargeable upto a period of three months and an additional three months with the permission of Director.

- (vi) That the owner shall derive maximum net profit @ 15% of the total project cost of development of the above noted industrial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government Treasury by the Owner.
- (vii) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.
- (viii) In case Haryana Urban Development Authority executes external development works before final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.
 - (a) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
 - (b) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the “electric (distribution) services plan/estimates” approved from the agency responsible for installation of “external electrical services” i.e. Haryana Vidhyut Parsaran Nigam/Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
 - (c) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
 - (d) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
 - (e) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
 - (f) That the owner shall complete the internal development works within one year of the grant of the licence.
 - (g) That the owner shall deposit service charges @ Rs. 10/- square meters of the 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.
 - (h) 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.
 - (i) That the owner shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
 - (j) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
 - (k) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.

1. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the owner.

2. 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, as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.

3. The Stamp duty and registration charges on this deed shall be borne by the owner.

4. After the layout plans and development in respect of the commercial colony have been completed by owner in accordance with the approved plans and specifications 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 the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony 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.

5. 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:		Signature_____
1. Signature_____	Name_____	Name_____
Name_____	Date_____	Date_____
Date_____	Address of the owner_____	
Address_____		
2. Signature_____		
Name_____		
Date_____		
Address_____		
1. Signature_____	Signature_____	
Name_____	Name_____	
Date_____	Date_____	
Designation_____	Designation_____	
2. Signature_____		
Name_____		
Date_____		
Designation_____		

DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH

FOR and on behalf of the Governor of
Haryana.

SCHEDULE

[See rule 11 (g)]

Rates of Infrastructure Development Charges per square yard.

Serial No.	Category	Gurgaon	Panchkula	Faridabad, Panipat, Rewari	Others
1	2	3	4	5	6
1.	Residential	Rs.400.00	Rs.300.00	Rs.200.00	Rs. 50.00
2.	Institutional	Rs.400.00	Rs.300.00	Rs.200.00	Rs. 50.00
3.	Industrial	Rs.200.00	Rs.150.00	Rs.100.00	Rs. 25.00
4.	Commercial	Rs.800.00	Rs.600.00	Rs.400.00	Rs. 150.00
5.	Group Housing	Rs.500.00	Rs.375.00	Rs.250.00	Rs. 62.50

SHAKUNTLA JAKHU,

Financial Commissioner and Principal Secretary to Government Haryana,
Town and Country Planning Department, Chandigarh.