



हरियाणा HARYANA

06AA 983998

**BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP  
AN EXCLUSIVE GROUP HOUSING COLONY**

This agreement made on 25th day of March, 2011 (Two Thousand Eleven)

**BETWEEN**

We Mohinder Kaur Sachdeva wd/o Late Sh. Om Parkash Sachdeva, Sh. Ashwani Kumar and Dharamender Kumar Ss/o Sh. Daya Nand R/o 508/3, Behind Dayal Market, Shiv Puri, Gurgaon (hereinafter called the "Owner") of the one part and the Governor of Haryana acting through the Director, <sup>General</sup> Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

**AND**

THE GOVERNOR OF HARYANA acting through the Director Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the OTHER PART.

*Ashwani M.K. Sachdeva*  
*Dharamender Sachdeva*

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Whereas in addition to agreement executed on 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 license, the owner shall enter into a bilateral agreement with the Director for carrying out and competition of the development works in accordance with the license finally granted for setting up of a group housing colony on the land measuring 10.512 acres falling in the revenue estate at Village Sihi, Sector-84, Gurgaon Manesar Urban Complex.

**NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH IS AS FOLLOWS:-**

1. In consideration of the Director agreeing to grant licence to the Owner to setup the said Group Housing Colony on the land mentioned in Annexure LC-IV & on the fulfillment of all 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 the case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of economically weaker section (EWS) and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such unit shall not be less than 140 sqft, which will cater to the minimum size of the room along with bath & 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 national building code (NBC) with regard to the inter-se-distances between various blocks, structural safety, fire safety & Sanitary requirements and circulation (vertical and horizontal).

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- c) That the 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 Owners.

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 Govt. shall transfer to the Govt. at any time free of cost land 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 as 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 permission of the Director, Town & Country Planning, Haryana, and Chandigarh. The colonizer shall construct all the community building within a period of three years from the date of grant of license.

d)-

- i. That the Owners undertakes to pay proportionate 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 Charge as mentioned above may be revised by the Director during the license 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 license

- e) That the Owners shall not be allowed to recover any amount whatsoever on account of internal community building from the flats holders @ Rs. 1,07,220/-

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lacs per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

- f) That the owner shall insure the flats / dwelling units are sold/ leased/ transferred by him keeping in view the provision of Haryana Apartments 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 managements 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 the roads, open spaces, public parks, public health services for a period of 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 flats 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.

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- l) That the owner shall deposit infrastructure development charges Rs. 1,000/- sqm for commercial component and @ Rs 625/- sqm for Group Housing component in two equal installments. The 1<sup>st</sup> installment of the infrastructure development charges would be deposit by the owner within 60 days from the date of grant of license and the 2<sup>nd</sup> installment within 6 months form the date of grant of license. The unpaid amount of infrastructure development charges shall carry an interest @ 18% (simple p.a. for the delay in the payment of installments.
- m) That the Owner shall carry out on 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 owner shall reserve 15% of the total number of flats developed or proposed to be developed for allotment to economically weaker sections (EWS) categories, and the area of such a flat shall not be less than 200 sqft. These flats shall be allotted of the maximum cost of Rs. 1,50,000/- 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 sections (EWS) categories, as defined by the State Govt. /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 owners after giving due publicity and in the presence of the representative of the State Government. The successful applicants will be allotted the 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.

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- iii) That the Owner while calling the applications for allotment of economically weaker sections/ Lower income groups 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.
- iv) That any person registered under BPL family and includes his/her spouse or his/her dependent children who do not own any flat/plot in HUDA Sector/licenced colony any of the Urban Area in the State will be eligible for making the application.
- v) That the first preference will be given to the BPL families listed in the same town and followed by issued in the District and the State.
- vi) That complete scheme shall be floated for allotment in one go within four months of grant of licence or sanctioned of building plans whichever is later and possession of plots/flats shall be offered within the valid licence period of 4 year.
- vii) That owners will make the scheme transparent, advertisement will be given in one of the leading English National daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of plots/flats, size etc. The Advertisement should also highlight the other essential requirements as envisaged in the policy of Government.
- viii) That the allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (atleast of the cadre of Haryana Civil Services), Senior Town Planner of the Circle, Representative of Director, Town & Country Planning (DTCP) and Developer/ Colonizer concered.
- ix) That the date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (vii) above.

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- x) That owners will get commensurate number of building plans of EWS component approved while submitting the building plans of main component in Group Housing Colony.
- xi) That owners will ensure at the time of grant of occupation certificate in case of Group Housing Colonies and grant of part completion certificate for plotted colonies that the proportionate number of EWS units stand constructed & allotted and plots reserved for EWS and also allotted.
- xii) That the allotment of these plots/ flats can also be made with the approval of the Govt to a specific category of people in public interest on recommendations of a committee headed by the Divisional Commissioner, consisting of concerned Deputy Commissioner Administrator, HUDA, STP & DTP. This category may include slum dwellers, occupying precious Government land and who are to be rehabilitated as per policy / court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitations as per Government decision/court orders or the persons who have to be allotted oustees quota plots but the same are not readily available with HUDA/Government.
- o) That the Owner shall derive maximum net profit @ 15% of the total project cost for development of 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 Director within 90 days of the full and final completion of the project from a Chartered Accountant that:-

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- i)- The overall net profits (after making provision of the payment of taxes) have not exceeded 15% of the total project cost of the Scheme.
- ii)- A minimum of 15% in case of EWS/LIG income group flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- iii)- That the Owner while determining the sale price of flats in the 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.
- iv)- After the layout plan 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 has been issued, the Director may, on an application in this behalf, from the Owners 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 Group Housing Colony completed shall be released and provided further the bank guarantee equivalent to 1/5 " amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or the part thereof, as the case may be, for a period of five years from the date of issue of completion certificate under Rule-16 or earlier in case the Owners is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director <sup>in proportion</sup> in proportion to the payment of the external development charges received from the Owners.
- v) That the bank guarantee of the internal development works has been furnished on the interim rates of development works and constructions of 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,

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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 increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 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 & the Rules, then and in any such cases and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to him.
- 3 Upon cancellation of the licence under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and Haryana Development and Regulation of Urban Area Act, 1976 and all the subsequent amendments made in the act and rules. The Bank Guarantee in the event shall stand forfeited in favour of the Director.
- 4 That the owner shall convey the 'Ultimate power load requirement' of the project to the concerned power utility with a copy to the Director, <sup>General</sup> within two months period from the date of grant of licence to enable provision of site in licenced land for Transformers/switching station/electric sub-station as per the norms prescribed by the power utility in the zoning plan of the project.
- 5 The stamp duty and registration charges on this deed shall be borne by the Owner.
- 6 The expression the "Owner" hereinbefore used/shall includes his heirs, legal representatives, successors and permitted assignees.
7. That any other condition which the Director <sup>General</sup> may think necessary in public interest can be imposed.
8. That the Owners shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HUDA and make their own arrangement for

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temporary disposal or give the requisite land. That the owner shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DTCP till the services are made available from the external infrastructure to be laid by HUDA.

9. The owner shall pay labour cess charges as per the policy of Govt dated 25.02.2010.

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

WITNESS:

M.K. Sachdeva

Mohinder Kaur Sachdeva

Ashwani Kumar

Ashwani Kumar

Dharamender Kumar

Dharamender Kumar

1. Anand P. Sachdeva  
House No 508/3  
Shiv Puri Gurgaon

2. Mohinder Kaur Sachdeva  
(Sachdeva Kaur, Ashwani)  
90 DG, TCP, Hr-Adm.

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Shiv Puri

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WITNESS:

1. Anand P. Sachdeva  
House No 508/3  
Shiv Puri Gurgaon

2.

Director General  
Town & Country Planning  
Haryana, Chandigarh

Director General  
Town & Country Planning  
Haryana, Chandigarh