



Infra Developers (Pvt) Ltd

SHYAM DASS STAMP VENDOR GURGAON	
02 JUL 2020	
Sr. No.	45064
Purpose	
Signature	AS

LC-IV - A

Bilateral AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
AFFORDABLE GROUP HOUSING COLONY

This Agreement is made on this 25th day of NOVEMBER 2020.

Between

M/s Prime Infra Developers Pvt. Ltd. a company duly incorporated under Companies Act, 1956 and having its Registered Office at A-2 Basement, Wazirpur Industrial Area, Delhi-110 052 and Corporate Office at 10th Floor, Tower-D, Global Business Park, M.G. Road, Gurugram (hereinafter called to as "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its Authorized signatory namely Mr. Mahendra Sharma duly authorized to sign this agreement vide their Board Resolution dated 09th September, 2019 of the **ONE PART**

And

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

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into an Affordable Group Housing Colony.


Director
Town & Country Planning
Haryana, Chandigarh



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

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSES AS UNDER:-

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Affordable Group Housing Colony on the land mentioned in Annexure hereto and on the fulfilment 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 :-
 - a) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with the approval of the competent authority and shall in addition to provisions of Zoning plan of the site, 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).
 - b) That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing Colony, as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, term 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.
 - c) That the Owner/Developer shall ensure that the flats/dwelling units are sold/leased/ transferred by them keeping in view the provision of Haryana Apartment Ownership Act, 1983 which shall be followed in letter and spirit.
 - d) The terms condition and policy parameters as prescribed under the Affordable Group Housing Policy, 2013 as notified by notification No.48921 dated 19.08.2013 and amendment from time to time is enclosed as Annexure-I to this agreement shall form integral part of this agreement and shall be read as part and the parcel of this agreement.
 - e) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance or shall continue to vest with the Owner/Developer

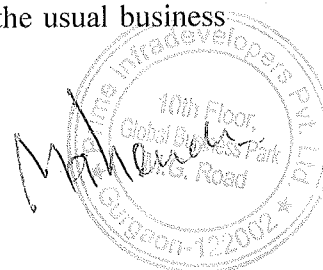

Director
Urban & Country Planning
Chandigarh


Owner/Developer
Infradevelopers Pvt. Ltd.
Industrial Business Park
M.G. Road
Gurgaon-122002

till such time the responsibility is transferred to the Owner/Developer of the dwelling unit under the Haryana Apartment Ownership Act, 1983.


- f) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable Group Housing Colony for the period of five years from the date of the issue of Occupation Certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, upon which the Owner/Developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
- g) That all flats in this project shall be allotted in one go within 4 months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/clearance.
- h) That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said Affordable Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the lay-out plans and development works in accordance with the license granted.
- i) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats.
- j) That the Owner/Developer shall carry out, at his own expense any other works which the Director may think necessary and reasonable in the interest of proper development of the said Affordable Group Housing Colony.
- k) That the Owner/Developer shall receive the maximum price of allotment of flats which shall be of Rs.4,000/- per sq.ft. and Rs.50,000/- for balcony in the following manner:-
 - i. That for the allotment of the flats the Owner/Developer shall invite applications for allotment through advertisement in the newspaper from the general public. The Owner/Developer shall also announce the tentative number of flats, its price along with sizes available for such sale.
 - ii. That any person interested to apply for allotment of flats in response to such advertisement by the Owner/Developer may apply on the prescribed application form alongwith 5% amount of the total cost of the flat.
 - iii. 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/Developer after giving due publicity and in the presence of the representative of the State Government. The successful applications will be allotted flats after complying with the usual business


Director
Town & Country Planning
Gurgaon, Chandigarh



conditions with regard to the payment of the earnest money and acceptance of the terms and conditions of the sale within the stipulated time period prescribed by the Owner/Developer.

- iv. That the Owner/Developer shall allot upto 5% of the total number of flats as approved in the building plans to its employee/Associates/friends/relatives etc. Subject to the disclosure of their names/addresses and other identification details to the allotment committee and the allotment procedure for such flats shall also be completed along with the draw of the flats general category flats as stipulated in Section-5(ii)(b) of the Affordable Housing Policy, 2013.
- l) That the Owner/Developer will make the scheme transparent. Advertisement will be given on two occasions at one week interval in one of the leading English National daily and two Hindi newspaper having circulation of more than ten thousand copies in the state and should include details like allotment rate, schedule of payment, number of size of flats, payment schedule etc. The advertisement shall also highlight the other essential requirements, terms and conditions as envisaged by the policy of the Government after it is approved by DTCP.
- m) That the allotment will be done through draw of the lots in the presence of the committee consisting of Deputy Commissioner or his representative (at least of the cadre of the Haryana Civil Services), Senior Town Planner (of the Circle Office) DTP Gurugram and representative of the Owner/Developer concerned.
- n) That the scrutiny of all applications received as per the parameters prescribed in the policy shall be completed by the Owner/Developer under the overall monitoring of concerned DTP. The scrutiny of applications by the joint team of Owner/Developer and concerned DTP shall be completed within three months from the last date of receipt of applications as indicated in the advertisement on completion of above scrutiny. The concerned STP shall fix the date of draw of lots.
- o) That the Owner/Developer will advertise the date of draw of allotment of flats in same newspaper and also the list of successful allottees alongwith waiting list of 25% of total number of flats shall be published in same newspaper.
- p) That in case, the person/successful applicants does not remove the deficiencies if any, in their application within the prescribed period of 15 days. Then in such a situation their claim shall stand forfeited. A waiting list for a maximum of 25% of the total number of flats available for allotment may also be prepared during the draw of flats who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days and in case of


Director
Town & Country Planning
Haryana, Chandigarh



surrender of flat by any successful applicant, an amount of Rs.25,000/- may be deducted by the Owner/Developer.

- i. That for unsuccessful candidates, refund of registration/booking money shall be made within 15 days from the date of draw, but, the same shall be without interest. The earnest money of the persons/applicants in the waiting list may be retained by the colonizers/owners till the process of allotment of successful allottees/applicants is completed as mentioned in the agreement. Thereafter, the earnest money shall be refunded within one month period. However, in case any person/applicant in waiting list requests for re-fund of earnest money, even during the process of allotment, the colonizer/owner shall refund the same within a period of one month from receipt of the request without making any deductions/penalty. The waiting list shall be maintained for a period of 2 years after which the booking amount shall be refunded back to the waitlisted applicants without any interest.
- ii. That in case a person/applicant surrender the flat, the entire amount will be refunded without any deduction. However, if a person/applicant fails to deposit the installments, he may be given 15 days time period from the date of Show Cause Notice and further 15 days from the issuance of publication of such list in one leading Hindi newspaper failing which allotment shall stand cancelled. In such cases also an amount of Rs.25,000/- may be deducted by the Owner/Developer.
- iii. That the colonizer/owner shall refund the earnest money to unsuccessful candidates alongwith normal interest of saving bank account in State Bank of India as applicable from time to time, whereas no interest shall be paid for a period of 6 months from the date of submission of application alongwith earnest money and the owner/developer may adjust the interest amount for the delayed period towards amount to be paid against balance instalments in case of successful allottees.
- q) That the allottee of flats shall not be allowed to further transfer the flats to any other person within a period of One years after getting the possession. The breach of this condition will attract penalty equivalent to 200% of selling price of the allotted unit to be paid by the purchaser. Execution of irrevocable power of attorney in favour of any person other than blood relation alongwith irrevocable will and for consideration passed on to the executor of irrevocable power of attorney or to anybody on his behalf, shall be construed as sale of property for this purpose. This penalty is meant for misuse of such flat and allotment of flat shall also be liable for cancellation.
- r) The colonizer can execute a plot/flat Buyer Agreement with the allottee of plot/flat, but the same should be within the purview of the policy framed by the State Govt.


Director
Town & Country Planning
Haryana, Chandigarh



- s) That the Owner/Developer shall derive maximum net profit @15% of the total project cost of the development of the above said Affordable Group Housing Colony after making provisions of the statutory taxes. In case the net profit 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.
- t) That the Owner/Developer 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 :-
- The overall net profit (after making provision for the payment of taxes) has not exceeded 15% of the total project cost of the scheme.
- u) After the layout plans and development works or part thereof in respect of the said Affordable Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Affordable Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Affordable Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Affordable Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rules-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.
- v) 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. In case of the community buildings, the bank guarantee is based on the interim rate of the 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/Developer will furnish an additional bank guarantee within the thirty days on demand.
- 2) Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Bilateral 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 license granted to the Owner/Developer.


Director
Town & Country Planning
Haryana, Chandigarh



- 3) Upon cancellation of the license under clause 2 above 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 upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4) That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per 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/Developer.
- 6) That any other condition which the Director may think necessary in public interest can be imposed.
- 7) That the Owner/Developer 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 HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer 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 HSVP.
- 8) The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010

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

WITNESSES :

1.

SK ROUSHIK
H.No. 1069, SEC-19 FBD.
9654441305

M/S PRIME INFRADEVELOPERS PVT. LTD.

Mahendra Sharma
(MAHENDRA SHARMA)

[Signature]
**DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH**