



SHYAM DASS STAMP VENDOR GURGAON	
02 JUL 2020	
Sr. No.....	45061
Purpose.....	
Signature.....	AL

LC-IV-A

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

This Agreement is made on this 25<sup>th</sup> day of NOVEMBER 2020.

**BETWEEN**

**M/s Prime Infradevelopers 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 10<sup>th</sup> 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 09<sup>th</sup> 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**") of the **OTHER PART**

WHEREAS in addition to the agreement executed in pursuance of the provisions of the Rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), and the conditions laid down therein for grant of license, the Owner/Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of development works in accordance with the license/LOI granted vide memo No.LC-3743 A+B/Asstt.(AK)/2020/16251 dated 15.09.2020 for setting up a Affordable Group Housing Colony on the land measuring 6.46875 acres falling in the revenue estate of Village Dhankot, Sector-99A, Distt. Gurugram, Haryana.

Director  
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Haryana, Chandigarh



AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the Owner /Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license/LOI granted vide memo No.LC-3743 A+B/Asstt.(AK)/2020/16251 dated 15.09.2020 for setting up a Affordable Group Housing Colony on the land measuring 6.46875 acres falling in the revenue estate of Village Dhankot, Sector-99A, Distt. Gurugram, Haryana.

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:-**

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 on the fulfilment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows:-
  - a) That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.
  - b) That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Affordable Group Housing Colony, as per the rate schedule, terms and condition hereto:
    - i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs.104.096 Lacs per/acres total Rs. 646.4362 lacs for Affordable Group Housing colony component and Rs.486.13444 lacs/acre total Rs.125.7873 lacs for Commercial Components. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.
    - ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.
    - iii. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs.104.096 Lacs per gross acres for total Affordable Group Housing component and 486.13444 lacs per gross acre for Commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

  
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- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DTCP, Haryana.
- v. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot/flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- vi. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnished the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vii. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
- viii. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable up to a period of three months and an additional three months with the permission of the Director.
- ix. In case HSVP executes External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/ Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period i. e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- c) That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.
- d) The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Affordable Group Housing Colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Affordable Group Housing Colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said Affordable Group Housing Colony.

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- e) That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Affordable Group Housing Colony for the period of five years from the date of the issue of completion 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 parks and public health services free of cost to the Government or the local authority, as the case may be.
- f) No third party right shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.
- g) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.
- h) That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.
- i) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License.
- j) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Affordable Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.
- k) That the rates, schedule, terms and conditions of EDC as mentioned above 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, terms and conditions determined by him along with interest from date of grant of license.
- l) That all the buildings to be constructed in the said Affordable Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-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).

  
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- m) That the owner shall furnish layout plan of Affordable Group Housing Scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Affordable Group Housing Scheme within a period of 60 days from the date of grant of licence.
  - n) That all flats in this project shall be allotted in one go within 4 months from 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.
  - o) That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Affordable Group Housing Colony.
  - p) 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 development works in accordance with the license granted.
  - q) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.
  - r) 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 arrangements for temporary disposable or give the requisite land. That 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.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
  3. Upon cancellation of the License under clause-2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

  
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4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations 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. After the layout 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 1/5<sup>th</sup> amount thereof, shall be kept unreleased to ensure and 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 Rule-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.
7. That the Owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section 4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the online application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
8. That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
9. That such 10% deduction shall continue to operate till the total EDC dues get recovered from the Owner/Developer.
10. That implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed to the Owner/Developer. The Owner/Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC installments that are due for payment get paid as per the prescribed schedule.

  
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Haryana, Chandigarh



IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this deed on the date and the year first above written.

**WITNESSES:**

1.

*Sh. Mahendra*  
*Sh. Mahendra*  
*H. No. 10/19, SEC-19, PBD.*

M/s Prime Infradevelopers Pvt. Ltd.

*Mahendra*  
(MAHENDRA SHARMA)

2.

*Sh*  
DIRECTOR  
TOWN AND COUNTRY PLANNING,  
HARYANA, CHANDIGARH





**DETAILS OF LAND SCHEDULE FOR AFFORDABLE GROUP HOUSING PROJECT BEING DEVELOPED BY M/S PRIME INFRADEVELOPERS PVT. LTD. IN SECTOR-99A AT VILLAGE DHANKOT, DISTRICT – GURUGRAM**

Name of village	Rect. No.	Kila No.	Area (K-M)
Dhankot	112	11	0-2.5
		12	0-2.5
		17 /2	1-11
		18 /2	7-18
		19	8-0
		20	8-0
		21	8-0
		22 Min	7-19
		23 Min	6-0
		24/1 Min	4-2
			51-15

**Or say 6.46875 Acres**



