



**FORM LC-IV-B**  
**(See Rule 11 (1) (h))**

**Bilateral Agreement by Owner of land intending to set up a Residential Plotted Colony**

This agreement is made on this the 1<sup>st</sup> day of September, 2021 between (i) Imagine Builders Pvt. Ltd. (ii) Visual Builders Pvt. Ltd. (iii) Passionate Builders Pvt. Ltd. (iv) Bright Star Builders Pvt. Ltd. (v) Impartial Builders Pvt. Ltd. (vi) Ashirbad Buildwell Pvt. Ltd. (vii) Grow High Realtors Pvt. Ltd. (viii) Countrywide Promoters Pvt. Ltd. (ix) Garland Infrastructure Pvt. Ltd. (x) Digital SEZ Developers Pvt. Ltd. in Collaboration with Countrywide Promoter Private Limited, having its registered office at OT-14, 3<sup>rd</sup> Floor, Next Door, Parklands, Sector-76, Faridabad Haryana-121004 (herein after called the "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 representative Sh. Deepak Pannu.

....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 license finally granted for setting up of an Additional Residential Plotted Colony on the land measuring 9.30 Acres in addition of already granted License area measuring 102.20 Acres (License No. 15 of 2011 dated 07.03.2011) in Sector-70-70A, Gurugram.

For Countrywide Promoters Pvt. Ltd.

  
Authorised Signatory



  
Director  
Town & Country Planning  
Haryana, Chandigarh

Countrywide Promoters(P) Ltd.

OT-14 3rd Floor Next Door Parklands  
SEE-76 Faridabad.

2155  
New Delhi  
110001

1/5/21

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 granting license to the owner to set up the said colony on the land mentioned hereto and on the fulfillment of all the conditions of this Bilateral Agreement, the owner, his parents, legal representatives, authorized agents, assigns, 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 / developer shall integrate the bank account on which 70 percent allottee receipts are credited under section 4(2)(I)(D) of the Real Estate Regulation & Development Act, 2016 with the online application / payments 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.
  - ii) That the Owner / developer 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.
  - iii) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner / developer.
  - iv) The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner / developer. The Owner / developer shall continue to supplement such automatic EDC dedications with payments from its own funds to ensure that by the EDC installments that are due for payment that paid as per the prescribed schedule.
  - v) That the colonizer / owner shall reserve 20% of the total number of Residential Plots in the Residential Plotted Colony for allotment of economically weaker section / lower income group category.
  - vi) That the size of EWS plots shall vary within 50 square meter to 125 square meter or as otherwise approved specifically in the layout plan approved by the Director.
  - vii) The Colonizer / owner shall transfer 100% EWS category plots to Housing Board Haryana within six months after approval of Zoning Plan @ Rs. 600/- per square meter. The Development work in the area of EWS category plots will be completed in priority, so that Housing Board, Haryana can construct the houses and allot the same within the initial validity period of four years of the license.
  - viii) That the License shall complete the development works of at least road, water supply and electricity in the area earmarked for EWS plots within one years from approval of Zoning Plan / Environment clearance whichever is later, so that Housing

For Countrywide Promoters Pvt. Ltd.

  
Authorised Signatory

  
Director  
Town & Country Planning  
Haryana, Chandigarh



Board Haryana may construct units on the transferred plots and allot to the BPL families at a responsible cost (approved by the Government) by following provisions of layout plan / zoning plan and within initial validity period of license itself.

- ix) That in case of earlier granted licenses, licensee shall transfer the EWS plots to Housing Board Haryana before getting the License renewed.
  - x) That HBH shall allot the EWS units to the BPL families after carrying out construction as per specifications.
  - xi) That Housing Board Haryana may also earmark these units for Rental Housing scheme for BPL families.
  - xii) That the allottee of such plots shall not be allowed to further transfer the plots to any other person within a period of five years after getting the possession. HBH shall impose this condition in the allotment letter. The breach of this condition will attract penalty equivalent to 100% of selling price of the allotted units to be paid by the purchase. Execution of irrevocable power of attorney of 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 constructed as sale of property for this purpose. This penalty is meant for misuse of such plots and allotment of plots shall also be liable for cancellation.
  - xiii) That in case where EWS plots have already been advertised, the licensee shall conduct draw of lots within three months from issuance of this policy.
2. That the Owner shall further reserve 25% of the residential Plots of "No Profit No Loss" category (Normally size of 125 square meter, 150 square meter, 200 square meter, 225 square meter 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 / developer shall allot these plot 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 lotteries for 75% plots.
  - ii) That the Owner / developer shall allotment remaining 25% of NPPL plots to:-
    - a) Non Residential Indians against foreign exchange.
    - b) The land Owner whose land has been purchase by the owner for setting up a colony in lieu thereof under a written contractual obligation.
    - c) Owner of plots falling in small pocket which subsequently are acquired by the colonizer as per of an area already developed as colony by the owner.

For Countrywide Promoters Pvt. Ltd.  
*Deputy Secretary*  
Authorised Signatory



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Director  
Town & Country Planning  
Haryana, Chandigarh

- d) Such persons whom the owner may like as this discretion provided that the allotment of such persons shall not exceed 5% of the total number of plots provided in sub clause (i) & (ii).
3. That the remaining 55% of the total number of Residential plots 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 clause (1) & (2) .
  4. Provided that in case of allotment from out of registered applicants only, if the prices of different sizes of plots offered to applicants are different, in the lottery shall be drawn separately for each of the category. However, the draw of lottery for the smallest size 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 regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the owners.
  5. That the Owner while advertising for the sale of plots in the open marked shall ensure the allotment of other categories of plots proportionately.
  6. That the Owner shall submit the list of allottee (s) to the Director twice in year.
  7. That the record of such allotment shall be open for inspection by the State Government.
  8. That if the number of the applications exceeds the number of plots, 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 plots after complying with the usual business 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.
  9. That Owner shall ensure at the time of grant of completion certificate for the plotted colony that the 100% of the total number of plots reserved for EWS category is transferred to Housing Board, Haryana.
  10. In case the Owner seek exemption from payment of Infrastructure augmentation charges that he shall adhere to the following condition:
    - i) 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 resident therein.
  11. 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:

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Director  
Town & Country Planning





- i) The overall net profits (after making provisions for the payments of taxes) have not exceeded 15% of the total project cost of the scheme. (This is applicable if owner seek exemption from payment of Infrastructure augmentation charges).
  - ii) The Owner while determining the sale price of the plots in residential plotted colony, in open marked 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. (This is applicable if owner seeks exemption from payment of infrastructure augmentation charges).
  - iii) 100% of the total number of plots reserved for EWS category has been transferred to Housing Board, Haryana. 25% of the NPPL plots have been allotted at the price fixed by the DGTCP.
12. The allotment of these plots / flats can also be made with the approved of the Government to specific category of people in public interest in the recommendations of the committee headed by the Divisional Commissioner consisting of Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum-dwellers occupies of precious Government land or persons who are living in constructed houses in the acquired land and are eligible for rehabilitations as per Government decision / court order of the persons who have to be allotted oustees quota plot but the same are not readily available with HUDA / Government.
  13. That the pace of construction shall be in accordance with sale agreement with the buyers of the plot / flats / office and commercial space / IT space as and when scheme is launched, where ever applicable.
  14. That the Owner shall be responsible for the maintenance and up keep of all roads, open spaces, public parks, public health service 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.
  15. That Owner shall construct at his own cost, or get constructed by any other institution or individual at its cost, schools hospital, community centers and other community building on the land set apart for this purpose, within a period of five years from grant of license or in the extended period as followed by the Director and failing which the land shall vest with the Government after such prescribed period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit.

No third party / subsequent rights will be created without obtaining the prior permission of the DTCP.

For Countryside Promoters Pvt. Ltd.  
  
Authorised Signatory

  
Director  
Town & Country Planning



16. 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 and 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.
17. 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 license granted.
18. 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.
19. 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 building, the bank guarantee is based on the interim rate of construction as on 01.01.1995. With an increase in cost of construction and an increase in the number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.
20. That the Owner shall deposit the Infrastructure Development charges & Rs. 500/- per Sqm. for permissible saleable plotted area and Rs. 1000/- sqm. for Commercial component through bank draft in favour of Director, Town & Country Planning, Haryana in two equal installments. The first installment of the Infrastructure Development Charges would be deposited within sixty days from the date of grant of License and the second installment to be deposited within six months from the date of grant of License. Failing which 18% P.A. will be paid for the delayed period.
21. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this Agreement of bilateral Agreement or violate any provisions of the Act of Rules, then and in any such case and notwithstanding the waiver of any previous clause or rights, the Director may cancel the License granted to him.
22. Upon cancellation of the License under clause 20 above, action shall be taken as provided in the Haryana Development & Regulations of Urban Areas Act, 1975 & the Haryana Development & Regulations of Urban Rules 1976 as amended upto date. The bank guarantee in that event shall stand forfeited in favour of the Director.

For Countryside Promoters Pvt. Ltd.

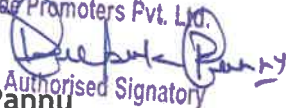
  
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Director  
Town & Country Planning  
Haryana, Chandigarh



23. The stamp duty and registration charges on this deed shall be borne by the owner.
24. The expression "The Owner" hereinbefore used shall include his heirs, legal representative, successors and permitted assignees.
25. The owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned utility, with a copy of the Director, within two months period from the date of grant of license to enable provision of site within the licensed land for Transformers / Switching Station / Electric Sub- Stations as per the norms prescribed by the power utility in the Zoning Plan of the project.
26. That any other condition which the Director think necessary in Public interest can be imposed.
27. That the Owner shall pay labour cess charges, as per the policy of the Government dated 25.02.2020.

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

For & on behalf of <b>COUNTRYWIDE PROMOTERS PRIVATE LIMITED</b>  For Countrywide Promoters Pvt. Ltd.  <b>Deepak Pannu</b> Authorized Signatory	For & on behalf of <b>GOVERNOR OF HARYANA</b>    <b>Director, Town and Country Planning, Haryana</b>
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WITNESSES:

1. Sign: <u>Ashni</u> Name: <u>ASHNI - KUMAR</u> Address: <u>#3258 Sec-23-D</u> <u>Chandigarh</u>	2. Sign: <u>Deepu</u> Name: <u>DEEPU</u> Address: <u>#307 PH 1 Ramdargarh</u> <u>Chandigarh</u>
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Director  
Town & Country Planning  
Haryana, Chandigarh

