111**The Haryana Development and Regulation of Urban Area Rules, 1976 Dated 7th March, 1976**

No. GSR 107/HA-8/75/S.24/76:— In exercise of the powers conferred by Section 24 of the Haryana Development and Regulation of Urban Areas Act, 1975 and all other powers enabling him in this behalf and with reference to Haryana Government, Town and Country Planning Department notification No GSR-17/HA. 8/75/S-24/76 dated the 6th February, 1976 the Governor of Haryana hereby makes the following rules, namely:-

RULES

PART I

1.Short	**title**.— These	rules	may	be	called	the

Haryana Development and Regulation of Urban Areas rules, 1976.

2.Definitions.— In these rules unless the context otherwise requires:— (a) "Act" means the Haryana Development and Regulation of Urban Areas Act, 1975;

(b) "amenity" includes roads, water supply, street lighting, drainage, sewerage, public parks, schools, 112[play grounds], hospitals, community centers and other community buildings, horticulture, land escaping and any other public utility service;

(c) "Compact block" means any block of vacant land in an urban area whether owned by one or more persons and whether or not divided by a private road, street, lane footway, passage or drain, natural or artificial;

113[(cc) "development plan" means the plan prepared under the provisions of the Punjab Scheduled Roads and Controlled Areas Restrictions of Unregulated Development Rules, 1965;]

(d) 'Form" means a form appended to these rules;

(e) "layout plan" means a plan of the colony depicting the division or proposed division of land into plots, roads, open spaces, etc, and other details as may be necessary;

(f) "section" means a section of the Act 114{;}

115[(g) 'Transit Oriented Development' means any development, macro or micro that is focused around/along a transit node/ corridor and

111 Published in Haryana Govt. Gaz. (L.S.) Part III at page 671 dated 11.5.1976

112 Inserted by notification dated 24.12.1982 Hr. Govt. Gaz. Pt. I dated 18.1.1983 page 135 113 Inserted by notification dated 29.1.2007 Hr. Govt. Gaz. (extra.) page 269

114 Sign (.) substituted by notification dated 31.10.2016 at page 5923

115 Inserted by notification dated 31.10.2016 at page 5923

facilitates complete ease of access to the transit facility, thereby inducing people to prefer to walk and use public transportation over personal modes of transport.]

PART II

3.Application for licence [*sections 3 and 24*].— (1) Any owner of land desirous of setting up a colony shall make an application in writing to the Director in

form LC-I and shall furnish therewith;—

116[(a) a demand draft for licence fee at the rates (given in the Schedule to these rules) for the plotted colony, group housing colony and commercial/office complexes in residential sectors and for industrial colony;]

(b)	income tax clearance certificate;
(c)	particulars of experience as colonizer showing number and details of colonies already established or being established;

(d)	particulars about financial position 117[so as to determine the

capacity to develop the colony for which he is applying]; and (e) the following plans and documents in triplicate ;—
(i)copy or copies of all title deeds and other documents showing the interest of the applicant in the land under the colony, along with a list of such deeds and documents;
(ii)a copy of the Shajra Plan showing the location of the colony along with the names of revenue estate, Khasra number and area of each field;
(iii)a guide map on a scale of not less than 10 centimetre to 1 Kilometre showing the location of the colony in relation to surrounding geographical features to enable the identification of the land;
(iv)a survey plan of the land under the proposed colony on a scale of 1 centimetre to 10 metres showing the spot levels at a distance of 30 metres and where necessary, contour plans. The survey will also show the boundaries, and dimensions of the said land, the location of streets, buildings, and premises within a distance of at least 30 metres of the said land and existing means of access to it from existing roads;
(v)layout plan of the colony on a scale of 1 centimetre to 10 metres showing the existing and proposed means of access to the colony

116 Substituted by Hr. Govt. Gaz. (Extra.) dated 25.1.2001
117 Inserted by notification (draft) dated 24.12.1982 Hr. Govt. Gaz. Pt. I dated 18.1.1983 page 135

the width of streets, sizes and types of plots, sites reserved for open spaces, community buildings and schools with area under each and proposed building lines on the front and sides of plots; (vi)an explanatory note explaining the salient feature of the colony, in particular the sources of wholesome water supply arrangement and site for disposal and treatment of storm and sullage water; (vii)plans showing the cross-sections of the proposed roads indicating in particular the width of the proposed carriage ways cycle tracks and footpaths, green verges, position of electric poles and of any other works connected with such roads;
(viii)plans as required under sub-clause (vii) indicating, in addition the position of sewers, storm water channels, water supply and any other public health services;
(ix)detailed specifications and designs of road works shown under sub-clause (vii) and estimated costs thereof;
(x)detailed specifications and designs of sewerage, storm, water and water supply schemes with estimated costs of each;
(xi)detailed specification and designs for disposal and treatment of storm and sullage water and estimated costs of works;
(xii)detailed specification and designs for electric supply including street lighting.

(2) The triplicate plans mentioned in clause (e) of sub-rule (1) shall be clear and legible A0 prints with one set mounted on cloth.

(3) If the applicant wants to be exempted from providing any one or more of the amenities in a colony he shall furnish detailed explanatory note in triplicate along with application if necessary, indicating the reasons as to why the said amenity or amenities need not or cannot be provided.

4.Percentage of area under roads, open space etc. in layout plans [*Sections 3(3) 4 and 24*]—(1) In the layout plan of a colony, other than an industrial colony 118[or low-density-eco friendly colony], the land reserved for roads, open spaces, schools, public and community buildings and other common uses shall not be less than forty five percent of the gross area of the land under the colony:
Provided that the Director may reduce 119[after recording reasons therefore] this percentage to a figure not below thirty-five where in his opinion the planning requirements and the size of the colony so justify.

118 Inserted by Hr. Govt. Gaz. Notification No. PF/70/ 20541 dated 29.8.2014
119 Inserted by Hr. Govt. Gaz. Notification (draft) dated 24.12.1982 published on 18.1.1983

[43]

(2) In the layout plan of an industrial colony, the land reserved for the purposes specified in sub-rule (1) shall not be less than thirty-five percent of the gross area of the land under the colony:
120[xxx]
121[(3) In the layout plan of a low-density eco-friendly colony, the land reserved for common uses viz., roads, open spaces, solar farms, bio-gas plant, compost plant and other common uses shall not be less than 20% of the gross area of the land under the colony:
Provided the open space shall not be less than five percent of gross area and shall not be used for any other common purpose such as for solar farms, bio-gas plant or compost plant.]

5.Development works to be provided in colony [*Section 3(3)*].— The designs and specifications of the development works to be provided in a colony shall include:—
(a)metalling of roads and paving of footpaths;
(b)turfing and plantation 122[of] trees 5[in] open spaces;
(c)street lighting;
(d)adequate and wholesome water supply;
(e)sewers and drains both for storm and sullage water and necessary provision for their treatment and disposal; and
(f)any other works that the Director may think necessary in the interest of proper development of the colony 123[:]
124[Provided that in case of a low-density eco-friendly colony, installation and development of solar farm, compost plant, sewerage treatment plant and bio-gas plant as per specified norms and specifications at sites approved in the layout plan shall also constitute part of development works.]

6.Preparation of layout-plans on payment of fees [*section 4*]:— An owner of land intending to make an application under rule 3 may request that any or all the plans and documents referred to in sub-clauses (v) to (xi) of clause

120 Proviso omitted by Haryana Govt. Gaz. Notification No. 5DP-94/13852 dated 16.12.1994 published on 21.2.1995
121 Inserted by Hr. Govt. Gaz. Notification No. PF/70/ 20541 dated 29.8.2014
122 Substituted by Hr. Govt. Gaz. Notification (draft) No. 5DP-94/13852 dated 16.12.1994 published on 21.2.1995
123 Substituted by Hr. Govt. Gaz. Notification No. PF/70/ 20541dated 29.8.2014
124 Added by Hr. Govt. Gaz. Final Notification No. PF/70/ 20541dated 29.8.2014

[44]

(e) of sub-rule (1) of rule 3 may be got prepared for him by the Director 125[on payment at rate of 126{five rupees per square metre.}]
7.Return of application [*Section 3(1)*].— No application under rule 3 shall be considered to be valid unless it is made in the prescribed form and is accompanied by the requisite documents and plans required to be furnished along with the application. In case of failure of such compliance, the application together with other documents, if any, received therewith will be returned to the applicant intimating him the grounds for returning the application, for re-submission after compliance with the rules;

8.Enquiry by Director [*Section 3(2)*].— (1) On receipt of application in the prescribed form and complete in all respects, the Director shall enquire into the following matters and such other matters as he may consider necessary;
(a)title to land;
(b)extent and situation of the land;
(c)capacity to develop the colony;

(d)layout plan of the colony;
(e)plan regarding the development works to be executed in the colony;
(f)conformity with the development scheme of the land in question and the neighbouring areas; and
127[(g) conformity with the development plan.]
128[(2) Before making enquiries under sub-rule (1), the Director shall, by an order in writing, require the applicant 129{except industrial colonies of Haryana Urban Development Authority and Haryana State Industrial Development Corporation} to furnish, within a period of thirty days from the date of service, of such order, a scrutiny fee at the rate of 130[twenty rupees per square meter, calculated for the gross area of the land, under low-density eco-friendly colony] 131{ten rupees per square metre}, calculated for the gross area of the land under low-density eco-friendly, 132{ten rupees per square metre}, calculated for the gross area of the land under the plotted colony, and 3{ten rupees per square metre} calculated on the covered area of all the floors in a

125 Substituted by Hr. Govt. Gaz. Notification dated 24.12.1982 published on 18.1.1983 126 Substituted by Hr. Govt. Gaz. (Extra.) Notification dated 14.3.1995
127 Added by Haryana Govt. Gaz. (Extra.) dated 29.1.2007
128 Substituted by Haryana Govt. Gaz. (Extra.) dated 14.3.1995
129 Inserted by Haryana Govt. Gaz. (Extra.) dated 25.1.2001
130 Inserted by Hr. Govt. Gaz. Final Notification No. PF/70/ 20541dated 29.8.2014 131 Substituted by Haryana Govt. Gaz. (Extra.)dated 4.12.1996
132 Substituted by Haryana Govt. Gaz. (Extra.)dated 4.12.1996

group housing colony, in the form of a demand draft in favor of the Director, Town and Country Planning, Haryana and drawn on any scheduled bank 133{:}] 134[Provided that the scrutiny fee for the projects under Transit Oriented Development shall be charged on pro-rata basis for increased FAR from
1.5/1.75 to 2.5/3.5:
Provided further that the scrutiny fee under the New Integrated Licensing Policy, 2016 shall be applicable on per square metre basis forthe permissible covered area.]
(3) If the applicant fails to furnish the requisite fee as provided in sub-rule (2) above, the Director shall reject the application.

9.Rejection of application [*Section 3*].— The Director may after making inquiry as mentioned in sub-rule(1) of rule 8 and after giving reasonable opportunity of being heard to the applicant by an order in writing reject the application to grant licence in 135[

form LC II], if—
(a) it does not conform to the inquirements of rule 3,4, and 5 and 8; (b) the plants and designs of the development works submitted with the application are not technically sound and workable; or
(c) the estimated expenditure on water-supply mains or extramural and outfall sewers is not commensurate with the size of the colony.

10.Applicant to be called upon to fulfill certain conditions for grant of licence [*Section 3 (3)*].—(1) If after scrutiny for the plans and other necessary inquiries which the Director may deem fit, he is satisfied that the application is not for the grant of licence, he shall before granting licence, call upon the applicant to fulfill conditions laid down in rule 11 within a period of thirty days from the date of the service of notice in

form LC-III:
Provided that on an application within the aforesaid period, for the extension of time limit, the Director, if satisfied of

the reasons given therein extend such time up to thirty days:
136[Provided further that on the request of the applicant, for the extension of time limit for submission of Bank guarantees under clause (a) of sub-rule (1) of rule 11, the Director, if satisfied that the reasons for delay in submission of the bank guarantee are beyond the control of the applicant, extend such time upto further ninety days period.]

133 Sign (.) substituted by notification dated 31.10.2016 at 5923
134 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5923 135 Substituted by Haryana Govt. Gaz. Notification dated 24.12.1982 published on 18.1.1983 136 Inserted by Haryana Govt. Gaz. Notification No. PF-69/33102 dated 12.3.2013 at page 1362

(2) If the applicant fails to fulfill the conditions under sub-rule (1) within the specified or extended period, the grant of licence shall be refused.

11.Conditions required to be fulfilled by applicant [*Section 3(3)*]— (1) the applicant shall:—
137[(a) furnish to the Director either a bank guarantee equal to twenty- five percent of the estimated cost of the development works or mortgage a part of the licenced land, as determined by the Director and enter into an agreement in

form LC-IV for carrying out and completion of development works in accordance with the licence finally granted:
Provided that in case of affordable plotted residential colony under Deen Dayal Jan Awas Yojana, the coloniser shall have option to deposit the cost of internal development works with the concerned municipal authority as per mutually agreed rates or in the alternative, shall have option to mortgage fifteen percent of the total area under all residential plots, in favour of the Director, in lieu of depositing bank guarantee equal to twenty-five percent of the estimated cost of development works.]
(b) undertake to deposit thirty percent of the amount to be realized by him from the plot-holders, from time to time, within ten days of its realization in a separate account to be maintained in a scheduled bank and this amount shall only be utilized towards meeting the cost of internal development works in the colony;
(c) undertake to pay proportionate development charges if the main lines of roads, drainage, sewerage, water supply and electricity are to be laid out and constructed by the Government or any other local authority. The proportion in which and the time within which such payment is to be made shall be determined by the Director; (d) undertake responsibility for the maintenance and upkeep of all roads, open spaces, public parks and 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 and there upon to 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;
138[(e) undertake to construct at his own cost, or get constructed by any other institution or individual at its cost, schools, hospitals,

137 Substituted by Haryana Govt. Gaz. Noti. No. PF-69/2016/23910 dated 31-10-2016 at page 5923
138 Substituted by Notification No. P.F.-16 Vil-V/23482 Har. Govt. Gaz. (Extra) dated 21.11.2012 and further substituted by Draft Notification No. Misc-2218-II/2019/20083 dated 20.08.2019

community centres and other community buildings on the lands set apart for this purpose, within a period of five years from the date of grant of licence or in the extended period as allowed by the Director and failing which the land shall vest with the Government after such specified 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:

Provided that in case the licensee, the purchaser or the person claiming through him fails to construct and use the site for the purpose it was meant for in the prescribed period and seeks extension, the Director may, if satisfied after making such inquiry, as he may consider necessary, extend the construction period for a maximum period of five years at a time, after recovery of extension fees at the rates provided in the Schedule-C to these Rules;]

139[(e1) undertake to hand-over the possession and transfer the ownership of such land, as demarcated and identified in the approved layout plan either through gift deed or, in such form and manner, as may be specified by the Director and such land shall vest with the Government to achieve the desired objective of the Act, in such colonies where a condition to this effect is imposed by the Director, at the time of grant of licence;]

(f) undertake to permit the Director or any other officer authorized by him to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the licence granted.

140[(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 141{Schedule-A}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.] (2) If the Director, having regard to the amenities which exist or are proposed to be provided in the locality, decides that it is not necessary or possible to provide such amenity or amenities, the applicant will be informed

139 Inserted by Hr. Govt. Gaz Draft Notification No. Misc-2218-II/2019/20083 dated 20.08.2019 140 Added by Haryana Govt. Gaz. (Extra) dated 29.1.2007 at page 269

141 Substituted by Haryana govt. Gaz. (Extra) dated 28.1.2008 at page 362

thereof and clauses (c), (d) and (e) of sub-rule (1) shall be deemed to have been modified to that extent.

142[(3) In case of an application for grant of licence for low-density eco-friendly colony, the applicant shall additionally undertake to-

(a)install solar farms aiming for meeting energy requirements of the colony through solar energy, in accordance with the technical parameters specified by the Director, on at least five percent of the area of the colony that shall be in addition to the five percent area reserved for open spaces;

(b)provide integrated facility for storage, purification, distribution and recycling of storm-water aiming for no external source of water supply, minimum ground water extraction and zero run- off. Independent distribution system for separately fulfilling the farming, flushing and domestic water requirements shall also be provided;

(c)install a bio-gas plant aimed at fulfilling requirements for cooking gas and a compost plant for utilizing and recycling of all bio-degradable waste, in accordance with the technical parameters specified by the Director; and,

(d)restrict the residential density of the colony to a maximum of twenty five persons per acre.]

12.Grant of licence [*Section 3 (3) and (4)*].— (1) After the applicant has fulfilled all the conditions laid down in rule II to the satisfaction of the Director , the Director shall grant the licence in

form LC-V.

(2) The licence granted under sub-rule 1) shall be valid for a period of two years from the date of its grant during which period all development works in the colony shall be completed and certificate of completion obtained from the Director as provided in rule 16.

143[12A. **Grant and utilization of Transferrable Development Rights (TDR) Certificate:-**
(1)Any landowner, whose land is free from all encumbrances andis designated for a purpose, which is eligible for grant of TDR Certificate, may apply inForm TDR-I for grant of TDR Certificate alongwith scrutiny fees at the rate of Rs 10 per Square meterfor the applied land alongwith following documents, namely: -

142 Inserted by Hr. Govt. Gaz. Final Notification No. PF/70/ 20541dated 29.8.2014
143 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5923 and further substituted vide Misc-454/2023/7/1/2023-2TCP dated 24.07.2023.

[49]

i.title of land
ii.ownership certificate verified from concerned Deputy Commissioner.

iii.location map showing the existing means of the access to the applied land.

iv.undertaking to transfer the title and possession of such land on demand to the Government through the Director for all intends and purposes and free from all encumbrances.

v.indemnity bond in favour of Director, protecting the Director against any dispute that raised on such land in future.

vi.undertaking that no claim for the land applied for TDR shall be made in case the balance land of the applicant is acquired at later stage.

vii.any other document as demanded by the Director.

Provided that no existing licenced land or part of it shall be considered for surrender or for migration, for the purpose of grant of TDR Certificate.

(2)Upon scrutiny of TDR application, in case the Director is satisfied, a provisional offer shall be issued, calling upon the applicant among other things to transfer the title of such land in favour of the Government through Director, by way of a “conveyance deed”, within a period of ninety days. The possession of land shall also be handed over to such officer as authorized by the Government.

(3)The TDR Certificate shall be issued after factorising the notional land value of such land and assigned FAR,to be calculated based on the landuseindexprovided below:-

Serial Number	Land use of surrendered land	Land Use Index
i.	(a) Land/site designated as SRGB;	2.00
	(b) (i) SPRP in Residential/ Commercial/ Special zone or in multiland-use sectors which though not falling in Res/Comm/Spl zone serve the residential/ commercial/ special zone/ Land use	2.00
	(b) (ii) SPRP in Industrial/Public & Semi Public Zone or in multi-land use sectors which though not falling in Industrial/ Public & Semi public zone serve the industrial/public & semi public zone/land	2.00

[50]

	use	

ii.	(a) All EDC works sites approved in the sectoral plan	1.75
	(b) Open space zone other than any included above	1.75
iii.	Public & Semi Public zone (PSP)	1.5

Provided that the Director may refuse such application to grant TDR Certificate citingreasons thereof, after grant of an opportunity of hearing before rejection, if he is satisfied that the desired requirement to grant TDR do not get fulfilled.

(4)The TDR Certificate(s) shall be granted and utilized subject to the following conditions, namely: -

(i)the TDR Certificate(s) can be utilized in the same Development Plan and shall be freely transferable in the open marketmultiple times to any person intending to utilize the same in their existing colony/project,till it is utilized or extinguished.

(ii)every such TDR Certificate that is issued shall carry an FAR of 2.0
(iii)the colonizer/ project proponent intending to utilise the TDR certificate through increase in FAR of its project by amendment in the zoning plan shall be liable to deposit the following charges, as applicable on the date of utilizing the TDR Certificate: -

a.Infrastructure	Augmentation	Charges-Transferrable

Development Rights (IAC-TDR) at rates, as specifiedin Schedule- B1;
b.EDC against the increased covered area at such rates as specified by the Government for different uses;
c.Infrastructure Augmentation Charges-Transit Oriented Development,as specified in Schedule-B, for such projects where the additional FAR is utilized on projects that have

already	availed	the	benefit	of	Transit	Oriented

Development.

(iv)the said charges i.e., Infrastructure Augmentation Charges-Transferrable Development Rights, External Development Charges, Infrastructure Augmentation Charges-Transit Oriented Development, as applicable, shall be recovered at the time of amendment in zoning plan.

(v)the	charges	i.e.,	Infrastructure	Augmentation	Charges-

Transferrable Development Rights, External Development

[51]

Charges, Infrastructure Augmentation Charges-Transit Oriented Development, as applicable, shall be recovered on the increased covered area based on the notional land of the receiving site.A TDR certificate not being a licence, no additional licence fees, conversion charges or Infrastructure Development Charges, as prescribed in the Act for the purposes of grant of licence shall be recovered.

(vi)in case of an existing colony where the benefit of increased FAR and/or density is proposed to be availed: -
(a)revision of Zoning clauses to the extent that it depicts the increased FAR shall be required.

(b)the prevailing instructions, as amended from time-to-time, regarding seeking objections from existing allottees for approval of revised building plans shall continue to be applicable.

(c)fresh Structural Stability from reputed institutions like National Institute of Technology (NIT), Kurukshetra or Indian Institute of Technology (IITs) shall be required to be procured
(vii)no relaxation in setbacks and ground coverage shall be permitted
(viii)the TDR certificate shall stand extinguished as and when an application is received for its utilization through revision of zoning plan.

(ix)for the purpose of availing the benefit of development rights on the site receiving the TDR, the 'notional land of TDR Certificate' shall be converted into 'notional land of the receiving based on formula
(x)any other terms or conditions, as the Director may deem fit.

(5)The Director shall maintain the details of TDR Certificate(s) granted, transferred and utilized through a manual register or in thedigital format prescribed in Form TDR-II publishing such details on the website of the Department.

144 12B. Maintenance of account for External Development Charges **[***Section 3(3)(a)(ii)***].—**
1.The Director or any other Government agency or local authority

receiving	external	development	charges	shall	maintain	a

144Inserted by Hr. Govt. Gaz. (Extra.) Notification No. 2821 dated 31.01.2019

[52]

development plan-wise account statement for all such receipts. The external development charges received against any specific project in a given development plan shall be utilised for provision of external development works in the said development plan area.

2.In case, the amount is received against external development charges by any Government agency or local authority other than the Director, it shall be the responsibility of such Government agency or local authority to maintain the development plan wise account statement for the amount received by them.

3.Such account statement shall be updated on monthly basis and hosted on the website of the Town and Country Planning Department and the concerned Government agency or local authority for the purpose of information of all concerned.]

13.Application for renewal of license [*Section 3(4)*].— In case a colonizer fails to complete the development works within the period specified in sub-rule (2) the rule 12 for the reasons beyond his control, he may apply to the Director for the renewal of licence in

form LC VI at least thirty days before the expiry of the licence and the said application shall be accompanied by :-
145{(i) Online deposit of licence fees in favour of Director, for a sum calculated at the rates prescribed as follows:-

Serial number	Renewal period (in years)	Licence where completion certificate for part of the licenced area has not been issued under rule 16.	Licence where completion certificate for part of the licenced area has been issued under Rule 16.
		(percentage of the licence fee prescribed in rule 3 as prevailing	(percentage of the fee prescribed in rule 3 as per the prevailing rates at the time of grant of part completion certificate, shall be levied on area for which the part

		on the date of application for renewal)	completion certificate is granted, whereas for remaining area the prescribed fee as

A	**For plotted colony**

145 Substituted by Har. Govt. Gaz. Notification No. 5DP-2000/9293 dated 17.6.2000 and further amended by Notification No. Misc-2218-II/2020/19293 dated 03.11.2020.

[53]

			mentioned in column (iii) shall be levied)
(i)	(ii)	(iii)	(iv)
1	1	4%	1%
2	2	7%	2%
3	3	9%	2.5%
4	4 or 5	12%	3.5%

A	**For Group Housing, Commercial, IT/ITes, Mixed Land Use**

colonies

Serial number	Renewal period (in years)	Licence where Occupation certificate for part of the licenced area has not been issued as per para 4.1 of Haryana Building Code, 2017. (Percentage of the licence fee prescribed in rule 3 as prevailing on the date of	Licence where Occupation certificate for part of the licenced area has been issued as per para 4.1 of Haryana Building Code, 2017. (percentage of the fee prescribed in rule 3 as per the prevailing rates at the time of grant of part occupation certificate, shall be levied on such proportionate land area against the FAR for which the part occupation certificate FAR in the colony, whereas for remaining area the prescribed fee as

		application for renewal)	mentioned in column (iii) shall be levied)
(i)	(ii)	(iii)	(iv)
1	1	4%	1%
2	2	7%	2%
3	3	9%	2.5%
4	4 or 5	12%	3.5%

(ii)146[XXXX];
(iii)an explanatory note indicating the details of development works which have been completed or are in progress or are yet to be undertaken;

146 Clause (ii) omitted by Har. Govt. Gaz. Final Notification No. 5479 dated 9.2.2018

[54]

(iv)reasons for non-completion of development works as required in terms of the licence granted to him; and
(v)147[the licence for verification]. 148{:}
149[Provided that in case of licence granted for development of affordable group housing colony, the licence shall not be renewed beyond period of 4 years from the date of commencement of the project which shall be date of approval of building plans or grant of environmental clearance, whichever is later:
Provided further that in case of licence granted for development of affordable plotted residential colony under Deen Dayal Jan Awas Yojana-Affordable Plotted Housing Policy, 2016, integrated colony under new integrated licencing policy, the development works shall necessarily be completed within a period of 7 years (5 years initial validity + 2 years first renewal of licence) from the date of grant of licence and in case the further extension is sought, then the same shall be considered subject to the satisfaction of the Director and on payment of a renewal fee equal to 100 percent of the applicable licence fee.]

14.Renewal of licence [*Section 3(4)*].— (1) On receipt of an application under rule 13, the Director shall if satisfied after making such enquiries as he may consider necessary, that the delay in execution of development works was for reasons beyond the control of the colonizer, renew the licence for a period of one year.

(2) In case the Director is not so satisfied, he shall reject the application and in that case an intimation in this regard will be sent to the colonizer in

form LC-VII:
Provided that before rejecting the application, the Director shall give the colonizer an opportunity of being heard.

15.Execution of works [*Section 24*]— The colonizer shall 150[start] the laying out of the colony and development works within a period of three months of the grant of licence under rule 12 and shall complete the same before the expiry of the period of licence.

15A.151[**Extension of time for construction of community sites** [*Section 3(3)*].—(1) In case the licensee, the purchaser or the person

147 In Clause (v), for the words “the licence”, the words “the licence for verification” shall be substituted by Har. Govt. Gaz. Final Notification No. 5479 dated 9.2.2018
148 Sign {.} substituted by Hr. Govt. Gaz. Noti. No. PF-69/2016/23910 dated 31.10.2016 at page 5924 149 Proviso inserted by Hr. Govt. Gaz. Noti. No. PF-69/2016/23910 dated 31.10.2016 at page 5924 150 Substituted by Haryana Govt. Gaz. Noti. No. 5DP-94/13852 dated 16.12.1994 published on 21.2.1995 151 Inserted by Haryana Govt. Gaz. Notification No. Misc-2218-II/2019/20083 dated 20.08.2019.

claiming through him fails to construct and use the site for the purpose it was meant for in the prescribed period, he may apply to the Director or any other person authorised by him for the purpose for grant of extension in time for construction of such community site in

form **LC-VIIA**, at least thirty days before the expiry of such time limit for construction, and the said application shall be accompanied by:-
(a)proof of ownership of community site in case the extension is sought by an applicant other than the licencee;
(b)proof of online payment of extension fees;
(c)an explanatory note indicating the details of progress made with regard to construction of such community site;
(d)any other document which the Director may require for the purpose of this rule.

(2) On receipt of an application under sub-rule (1), the Director or any other person authorised by him for the purpose shall, grant an extension in

form **LC-VIIB** for a period of one year to five years at a time, in the block of one year. The extension fees shall also be recoverable in a block of one year period.

(3) In case the Director is not so satisfied, he shall reject the application and issue rejection orders in

form **LC-VIIC**.”

16.152[Completion certificate/Part Completion Certificate[*Section 24*].— 153[(1) After the colony has been laid out according to approved layout plans and development works have been executed according to the approved designs and specifications, the coloniser shall make an application to the Director in

Form LC-VIII alongwith a demand draft on account of Infrastructure Augmentation Charges as per the rates prescribed in the Schedule-B of these rules if not paid earlier in accordance with the provision of Section 3(7) of the Act.]
(2) After such 154[scrutiny], as may be necessary, the Director may issue a 2[completion certificate/part completion certificate] in form LC-IX or refuse to issue such certificate stating the reasons for such refusal:
Provided that the colonizer shall be afforded an opportunity of being heard before such refusal.

155[16A. Exemption from payment of Infrastructure Augmentation charges.—(1) Any coloniser seeking exemption from the payment of such

152 Substituted by Haryana Govt. Gaz. Notification No. 5DP-2000/9293 dated 17.6.2000 153 Substituted by Haryana Govt. Gaz. Notification dated 30.9.2011 at page 3121
154 Substituted by Haryana Govt. Gaz. Notification dated 24.12.1982 published on 18.1.1983

Infrastructure Augmentation Charges, shall submit a certificate regarding having restricted its profit-margin to fifteen percent from the licence project, in accordance with such condition imposed in the bilateral agreement at the time of grant of licence, alongwith all necessary documents e.g., audited book of accounts for the project, a certificate to this effect from a Chartered Accountant, etc. to the satisfaction of the Director.

(2) The Director shall consider all such requests based on their individual merits and shall decide to conduct an independent audit of books of accounts by any independent agency of its choice. After satisfying itself about the merits of the case, the Director shall decide as to the grant of such exemption from the payment of Infrastructure Augmentation Charges or refuse to issue such exemption, by means of a speaking order, after affording the applicant an opportunity of being heard.]

156[17. Transfer of licence [*Section 24*].— [(1) The colonizer may transfer the licence granted to him under rule 12 to any other person with the approval of the Director by making an application to the Director along with administrative charges at the rate of ten percent of the fee prescribed under rule 3 for issuance of such licence, as applicable at the time of making an application for transfer of licence:
Provided that in case part of licenced area is proposed to be transferred, the administrative charges shall be levied on only such part of licenced area, which is proposed to be transferred.

(2) The Director, after receipt of such request for transfer of licence shall examine the matter on merits and may grant in-principle approval for transfer of licence or reject the application.

(3) After in-principle approval by the Director under sub-rule (2) above, the proposed transferee of licence shall submit the documents and fulfill all the terms and conditions laid down in the approval letter within ninety days from the issuance of such approval, which shall be considered by the Director, and if satisfied, may grant final permission for transfer of licence. The Director may also extend the time limit of ninety days for a further period of thirty days, if he is satisfied with the reasons given by the proposed transferee for delay in fulfillment of conditions within the prescribed time limit of ninety days. After expiry of this period of ninety or one hundred and twenty days, as the case may be, if the documents are not submitted or the terms and conditions are not fulfilled, the in-principle approval shall lapse and the administrative charges deposited by the applicant shall be forfeited.]

155 Inserted by Haryana Govt. Gaz. Notification dated 30.9.2011 at page 3121
156 Substituted by Haryana Govt. Gaz. Notification No. PF-51/54050 dated 11.10.2013

157 [17A. Migration of license from one use to other use.—(1) Any coloniser and/or developer granted licence under section 3, on payment of the outstanding renewal fee with interest upto date, if any, with the prior permission of the Director, on such terms and conditions as may be determined by him, may migrate from any existing licenced project, partly or fully to any other category/categories of licence, but is limited in scope to the existing land schedule:
Provided that no third-party rights have been created in the colony.

However, in case the same have been created, then migration to other category of licence/land use shall be allowed, as per the formulation specified in this regard, with the consent of the allottees of the colony, which shall be deemed as non-creation of third-party rights to the extent of said part of the colony:
Provided further that the area over which third-party rights have been created shall be in a compact block. If area over which third-party rights have been created is scattered over the licenced area then, the coloniser shall submit consent of the individual allottees for making it in compact block along with a detailed scheme of the relocation within licenced area.

158[(2) The licence fee, State Infrastructure Development Charges, conversion charges and external development charges, including interest paid thereon, for the area under migration may be adjusted, firstly against the fresh license to be granted upon migration, and balance in any other licence of the same developer/ colonizer. Further, if there is any balance remaining, even after such adjustment(s), then the same shall stand forfeited. The developer/colonizer shall not be liable to deposit the unpaid interest amount on external development charges and State Infrastructure Development Charges of the existing project from which he wants to migrate.

(3) For the fresh licence to be granted upon migration, all fees and charges shall be recovered at current rates. No interest shall be payable to the developer/colonizer on amount already deposited with the department.

(4) If the colonizer opts to migrate part of his colony area to any other category of licence, the area norms of the part of colony retained under the existing licence would be deemed to be in relaxation of the applicable area norms prevailing at the time of grant of original licence. However, the applicable area norms, parameters, sector area limits, viz 20% for group housing, 3.5% for commercial etc. shall continue to be applicable on the colony part being migrated to a different category of licence, i.e., the part of colony that is considered for migration to a different category of licence shall be

157 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5924 158 Draft Rules substituted vide notification no. PF-69/2021/12982 dated 03.06.2021.

independently eligible for grant of licence (including additional licence) under the prevailing policy parameters for such category of licence applicable as on date.]

159[**17B Surrender of Licence**—(1) Any colonizer granted licence under section 3, on payment of the outstanding renewal fee with interest upto date, if any, with the prior permission of the Director, on such terms and conditions as may be determined by him, may surrender any existing licence, either partly or fully:

Provided that no third-party rights have been created in the colony.

However, in case the same have been created, then surrender of licence shall be allowed with the consent of the allottees of the colony, which shall be deemed as extinguishing of third-party rights to the extent of said part of the colony: Provided further that the area over which third-party rights have been created shall be in one compact block. If area over which third-party rights have been created is scattered over the licenced area then, the colonizer shall submit consent of the individual allottees for making it in one compact block along with a detailed scheme of the relocation within licenced area.

(2) All such surrender of licence application submitted under sub-rule (1) shall be accompanied by the following documents:-

(a)declaration pertaining to third party rights and such corresponding area;

(b)declaration pertaining to whether internal development works are undertaken at site and where undertaken whether site restored to its original state i.e. before grant of licence.

(3) The scrutiny fees, licence fees, conversion charges, infrastructure development charges, principal as well as interest till the filing for surrender of licence complete in all respects, qua the part of licenced area being surrendered, shall be forfeited.

(4) External Development Charges (principal amount and interest) being a user charge shall be refunded/adjusted, if any of the services have not been availed by the colonizer. The colonizer shall have two options for the surrendered area qua External Development Charges when he applies for surrender of license:-

(a)The colonizer may get 85% of this amount of External Development Charges refunded.

(b)Get 100% of the amount refunded without interest but only upon a new license being granted in that particular sector. In such case, the External Development Charges to be demanded in the new license

159 Final Rules inserted by Hr. Govt. Gaz. Notification No. PF-115/2020/12946 dated 24.07.2020.

shall have to be more than or equal to the External Development Charges to be refunded in the surrendered area of the license." Provided that External Development Charges shall not be refunded/adjusted, if any of the services has been

availed by the colonizer, irrespective of the proportion/extent of the services

availed.	Further,	any	such	refund/adjustment	of	External

Development Charges in partial surrender of licence shall be subject to the condition that no service has been availed for the original licenced area and further External Development Charges shall be refunded/adjusted only in proportion to the land applied for surrender of licence.

(5)In case of revision of layout plan on account of only part of licenced area being surrendered, all necessary formalities pertaining to change of layout plan, fees inviting of objections and suggestions as per the prevailing policy instructions for revision of layout/ building plans, as amended from time-to-time, shall be followed.

(6) If the colonizer decides to surrender part of the licenced area, the area norms of the part of colony retained under the existing licence should fulfil the applicable area norms for grant of such licence".

18.Cancellation of licence [*Section 8(1)*]— (1) If the Director determines at any time that the execution of the layout plans and the construction or other works is not proceeding according to the licence granted under rule 12 or is below specification or is in violation of the provisions of these rules or of any law or rules for the time being in force, he shall by notice in

form LC-X require the colonizer to remove the various defects within the time specified in the notice.

(2) If the colonizer fails to comply with the requirements detailed in the notice issued under sub-rule (1), the Director shall issue him a further notice in

form 160[LCXA] to afford him an opportunity to show cause within a period of one month why the licence granted should not be cancelled.

(3) After hearing the colonizer and considering such representation as he may make the Director may either cancel the licence or grant him further time for complying with the requirements of the notice issued under sub-rule 1). If, however, the colonizer does not comply with the said requirements within such extended period, the Director shall cancel the licence and thereafter, 161[within one month], shall cause a proclamation made in the locality about the

160 Substituted by the words "LCXI" by Haryana Govt. Gaz. Notification No. 3984 dated 7.3.2012 161 Substituted by Har. Govt. Gaz. Noti No. 5DP-94/13852 dt. 16.12.1994 published on 21.2.1995

cancellation of the licence by beat of drum 162[within thirty days of cancellation of licence.]
(4) On cancellation of the license, no further work shall be undertaken or carried out by the colonizer,
163[(5) Deleted.]

164[19. Action to be taken after cancellation of licence.— (1) Upon cancellation of the licence, the entire land/ building of the colony shall be deemed to vest with the Government. The Director for the purpose of taking possession or control of the assets, request, in writing, to the District Magistrate within whose jurisdiction such licenced land/building is situated, to enforce complete ban on further alienation of assets by the licencee and take possession thereof, and the District Magistrate shall, on such request being made to him hand over the possession of such land/building to the officer designated by the Director for the purpose;
Provided that for the purpose of securing compliance, the District Magistrate may take or cause to be taken such steps and use, or cause to be used, such force, as may, in his opinion, be necessary.

(2) For the purpose of sub-rule (1), the Director may either himself or through a third party agency identified by him, in order to protect the interests of the Government, as well as the public in general, may take following action,

including but not limited to,
a) bar the coloniser or developer concerned, including its directors or partners in case of company or firm from grant of any licence permission, as the case may be;
b) evaluate the extent of development works already undertaken or pending;
c) get audited statement of accounts of the project including complete details of receipts and expenditures of the project;
d) take measures to inform the allottees to not pay any further amount to the coloniser;
e) seek any other information pertaining to the licencee from various Government agencies including banks.

(3) Notwithstanding the actions initiated under sub-rule (2), simultaneous inquiry shall be initiated by the Director, either himself or through a third party agency identified by him, for assessment of claims and liabilities against the licencee, including but not limited to,

162 Inserted by Haryana Govt. Gaz. Notification dated 24.12.1982 published on 18.1.1983
163 Deleted by Haryana Govt. Gaz. Notification No. GSR-53/H.A.8/75/S-24/87 dated 16.6.1987
164 Substituted by Haryana Govt. Gaz. Notification No. GSR-53/H.A.8/75/S-24/87 dated 16.6.1987 and further substituted by Haryana Govt. Gaz. Draft Notification No Misc-2218-II/2019/20083 dated 20.8.2019.

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a) creation of third party rights by the licencee, if any, and detail of receipts of amount from the allottees,
b) claims of collaborators or land-owners, if any,
c) loans, Mortgage of land/ assets, pledge of shares etc. by the licencee, if any.

Provided that all such claimants shall be required to file their claims, if any, within a period of thirty days from the date of inviting the claims by the Director:
Provided further that in case the Director is satisfied that no third party rights have been created by the colonizer, and accordingly no claims and liabilities against the colonizer deserves to be settled, no further action regarding development of the colony may be initiated and any action initiated under sub-rule (2) may be withdrawn after imposing such restrictions as determined by the Director on further grant of licence to the colonizer. No further action under sub-rule (4) onwards shall be required in such event.

(4) Upon completion of such inquiry, the statement of assets and liabilities shall be published by the Director on the website of the Department for general awareness of all concerned parties, and for seeking objections and suggestions, if any to be filed within thirty days from the publication of such statement. After considering all such objections and suggestions, a final statement of assets and liabilities shall be published by the Director on the website of the Department for general awareness of all concerned parties.

(5) After completion of inquiry and action under sub rules (2), (3) and (4) and without prejudice to the provisions contained in any other law for the time being in force, the Director may, for the purposes of completion of project, invite bids from third party entities including but not limited to developers or Banks or financial institutions to take over the colony or part of it along with such assets and liabilities and honour all such existing contractual obligations of the defaulting colonizer, as indicated in the bid document to be issued by the Director for such purpose:
Provided that the Government may decide to hand-over the colony to any State agency including but not limited to Haryana Shahri Vikas Pradhikaran or Haryana State Industrial and Infrastructure Development Corporation Ltd etc to take charge of all the assets and liabilities of the project and honour all such existing contractual obligations of the defaulting licensee, either before or after going through the bidding process:
Provided further that any action under taken sub rules (2), (3) and (4) do not succeed on account of limited viability of the project, the Government may, based on a technical feasibility report prepared by the Director on case-to-case basis,

consider grant of relaxations, viz., extra Floor Area Ratio, ground coverage, etc, to be utilised either in the said project itself or as a Transferrable

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Development Rights to be utilised in a separate project, subject to such terms and conditions as may be specified.

(6) Upon signing of a contract for taking over of the colony on as-is-where-is basis, by the Director with the successful bidder, the ownership and possession of land shall be got transferred in favour of such bidder, who shall for all intents and purposes be the colonizer.

(7) Notwithstanding sub-rules (2), (3), (4) and (5), in case all attempts to revive the project fails, the project may be scrapped and the outstanding dues of the Government as well as payments made by the allottees to the colonizer may be recovered through sale of assets of the colonizer as arrears of land revenue. In case the recovered amount is less than the combined figure of all liabilities, the amount shall be distributed proportionately among all such stakeholders.

However, any excess recovery shall be deposited in the Government treasury.

Explanation: The term 'alienation' shall be all-encompassing and shall be construed to include transfer in any form, including, sale, allotment, lease, agreement to sell, gift etc.]

20.Release of Bank guarantee [*Section 24*].—After the layout and development works or part thereof in respect of the 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 colonizer, release bank guarantee or part thereof as the case may be:
Provided that if the completion of the colony is taken in parts only, the part of the bank guarantee corresponding to the part to the colony completed shall be released:
Provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony or part thereof, as the case may be, for a period of five years from the date of issue of the completion certificate under rule 16 or earlier, in case the colonizer is relieved of the responsibilities in this behalf.

PART III

21.Application for obtaining exemption from grant of licence[*Section 9 (2)*].— (1) Any person desirous of obtaining exemption from grant of licence under sub-section (1) of section 9 of the Act shall make an application to the Director in form EC-1 and EC-II for cases falling under [clauses] (a) and (b) respectively of sub-section (1) of section 9 along with copies of layout plan and other documents specified therein in triplicate.

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(2) Incases falling under clause (b) referred to in sub-rule (1), the applicant shall undertake to provide amenities similar to those existing in the locality if not already provided by him.

22.Enquiry by Director [*Section 9 (1)*].— On receipt of an application in the prescribed form along with other documents and plans under rule 21, the Director shall make an enquiry as he may consider necessary and relevant.

23.Grant or refusal of exemption [*Section 9 (1)*].— (1) If after the enquiry, the Director is satisfied that the application is fit for grant of exemption, he will grant the exemption in form EC-III.

(2) If after the enquiry and after providing an opportunity of being heard to the applicant, the Director is of the opinion that the application has been made with a view to evade the provisions of the 165[Act], he will refuse to grant exemption in form EC-IV.

PART IV

24.Submission of copies advertisements, etc. by colonizer*[Section 24*].— On obtaining a license to set up a colony,

the colonizer shall furnish to the Director an authenticated copy of the advertisement made by him for the sale of plots in the colony and of the terms of agreement entered into between him and each of the plot-holders.

25.Maintenance of register [*Section 4 and 24*].— (1) The Director shall maintain the following registers in the forms noted against each in respect of licences and exemptions granted or refused by him:-
(a)A register in Form R-I showing particulars of all cases in which licenses have been granted or refused.

(b)A register in Form R-II showing the particulars of all cases in which exemption have been granted or refused.

(2) The register mentioned in sub-rule (1) shall be available for inspection without any fee by all interested persons and such persons shall be entitled to have copies of the extract there from on the payment of two rupees per entry.

26.Maintenance and submission of accounts [*Section 5 and 6*].— (1)The colonizer shall—
(iii)issue regular receipts to the plot holders in respect of the money received by him and maintain counterfoils of the receipts so issued; (iv)maintain separate ledger account of each plot-holder;

165 Substituted by Haryana Govt. Gaz. Notification dated 24.12.1982 published on 18.1.1983

(v)maintain a register containing authenticated copies of each of the agreements entered into between him and each of the plot holders; and
(vi)maintain accounts books showing details of expenses incurred by him on various development works in the colony.

(2) The colonizer shall within a period of three months after the close of every financial year, submit to the Director through registered post with acknowledgement due a statement of accounts indicating the amount realized from each plot-holders, the expenditure incurred on internal and external development works separately of the colony with details thereof together with the amount due from each plot holder indicating their postal address. This statement should be duly audited, certified and signed by a chartered accountant.

27.Intimation of account number of Colonizer [*Section 5*].— The colonizer shall intimate the account number and full particulars of the scheduled bank wherein he deposits fifty percentum of the amount realized by him from the plot holders for meeting the cost of internal development works in the colony.

28.Intimation about deposit of amount [*Section 5*].— The colonizer shall intimate in form AC on the fifth day of each month the amount realized by him from each of plot holders and the amount deposited by him in the scheduled bank during the preceding month.

29.Fee for copy of licence or exemption [*Section 24*].— A fee of two rupees shall be charged for obtaining a copy of licence or exemption.

30.Form and manner of appeal [*Section 19*].— (1) Every memorandum of appeal shall be written on a standard water marked judicial paper in the form of narration and it shall set forth con-sisely and under distinct heads the grounds of objections to the order appealed from and also the relief claimed.

(6)166[The memorandum of appeal shall bear a court fee stamp of two thousand rupees.]
(7)The memorandum of appeals shall be accompanied by an attested copy of the order appealed from.

(8)The memorandum of appeals shall be addressed to the Secretary to Government, Haryana, Town and Country Planning Department, Chandigarh, and shall be signed and verified in the manner in which plaints are signed and verified.

166 Final Rules substituted by Haryana Govt. Gaz. Notification No. PF-16(B)/2022/14527 dated 27.05.2022

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Form LC-I [see rule 3 (1)] **Registered**

To
The Director,
Town and Country Planning,
Haryana, Chandigarh.

Sir,
I/ We beg to apply for grant of licence to set up a residential/ industrial

/Commercial	colony	at	_____at	tehsil	_____and

district_____.

The requisite particulars are as under:-
1. Name_____
2. Father's name _____
3. Occupation _____
4.
Permanent residential address_____ 5. Address for the purpose of correspondence_____ 6. Whether applicant is income tax payer, if _____ so, the amount of income tax paid during each of the last three years.

7. Details of movable/immovable property_____ held by the applicant. 8. Whether the applicant had ever been granted permission to set up a colony under any other law, if so, details thereof _____
9. Whether the applicant has ever established _____ a colony or is establishing a colony, and if so, details thereof.

10. Any other information the applicant likes to furnish.

2. I/We enclose the following documents in triplicate:—
(i) Copy or copies of all title deeds and/or other documents showing the interest of the applicant in the land under the colony, along with a list of such deeds and/or other documents.

(ii) a copy of the shajra plan showing the location of the colony along with the names of revenue estate, Khasra number of each field and the area of each field.

(iii)A guide map on a scale of not less than 10 centimetres to 1 Kilometre showing the location of the colony in relation to surrounding geographic features to enable the identification of the site.

(iv)A survey map of the land under the colony on a scale of 1 centimetre to 10 metres showing the spot levels at distance of 30 metres and where necessary, contour plans. The survey will also show the boundaries and dimensions of the said land, the location of streets, buildings, and premises within a distance of at least 30 metres of the said land and existing means of access to if from existing roads.

(v) Layout plan of the colony on a scale of 1 centimetre to 10 metres showing the existing and proposed means of access to the colony, the width of streets, sizes and types of plots, sites reserved for open spaces, community buildings and schools with area under each and proposed building lines on the front and sides of plots.

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(vi)An explanatory note explaining the salient feature of the proposed colony, in particular the sources of water supply arrangement for disposal and treatment of storm and sullage water and site for disposal & treatment of storm and sullage water.

(vii)Plans showing the cross-sections of the proposed roads showing in particular the width of the proposed carriage ways, cycle tracks and footpaths, green verges, position of electric poles and of any other works connected with such roads.

(viii)Plans as referred to in clause (vii) above indicating in addition the position of sewers, storm water channels, water supply and other public health services.

(ix)Detailed specifications and designs of road works shown in clause (vii) above and estimated cost thereof.

(x) Detailed specifications and designs of sewerage, storm-water and water supply schemes with estimated cost of each.

(xi)Detailed specification and design for disposal and treatment of storm and sullage water and estimated cost of works.

(xii)Detailed specification and designs for electric supply including street lighting.

3. The names and qualification of the Engineers responsible for the execution of the development works of the colony are given below and the engineer has also signed below in token of his engagement:-

Name of Engineer	Qualification of Engineer	Signature of Engineer

1	2	3
1. 2. 3.		

4.	I/We enclose the further following documents:-

(i)Demand draft No._____ Dated for Rs._____
(ii)Income tax clearance certificate issued by the Income Tax Officer_____

5. It is further requested that I/we may be exempted from providing the following amenity/amenities in the proposed colony and an explanatory note in triplicate along with plans marked A,B,C (so on) as to why the said amenity/amenities are not required to do provided in the colony is enclosed:-

Amenities

6. I/We solemnly affirm that the particulars given in para 1 above are correct to the best of my/ our knowledge and belief.

Dated :

Place :	Your faithfully	and
Attested :	(Name	

address)
Oath Commissioner/Magistrate, Ist Class ***

FORM LC-II

[68]

(See Rule 9) From
The Director,
Town and Country Planning, Haryana, Chandigarh
To

_____
_____

Memo No. Dated the
Reference your application, dated the for grant of a licence. 2. It is regretted that the grant of licence is refused for the reasons given below:-

Director,
Town and Country Planning,
Haryana, Chandigarh.

*** **FORM LC-III** (See Rule 10) **Registered A.D.**

From
The Director,
Town and Country Planning, Haryana, Chandigarh To

_____
_____

Memo No. Dated the
Reference to your application, dated the_____ for grant of licence to set up a colony at _____ Tehsil _____District_____
2. It is proposed to grant licence to you for setting up a colony at _____tehsil_____ district _____You are therefore, called upon to fulfill the conditions laid down in rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of thirty days from the date of the service of this notice.

Director,
Town and Country Planning,
Haryana, Chandigarh.

***

FORM LC-IV

(*See rule 11*)

Agreement by owner of land intending to set up a 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.

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Whereas the owner is in possession of or otherwise well entitled to the land

mentioned	in	Annexure	hereto	for	the	purposes	of	converting	into

residential/commercial/industrial colony;

And whereas under rule 11, one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a colony at _____ tehsil _____ and district _____.

NOW THIS DEED 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 here to on the fulfillment of all the conditions laid down in rule 11 by the owner the owner hereby convents as follows: - (a)That the owner shall responsible for the maintenance and up keep of all roads, open spaces, public parks and 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, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.

(b)That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centres and other community buildings on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for schools, hospitals, community centres and other community buildings, 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 condition as it may lay down.

(c)That the owner shall deposit fifty percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.

(d)That the owner shall permit the Director or other officer authorised by him in this behalf to inspect the execution of the layout, and the development works in the colony and the coloniser shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development work in accordance with licence granted.

(e)That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.

(f)That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.

2. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence 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 events shall stand forfeited in favour of the Director.

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4. The stamp and registration charges on this deed shall be borne by the owner.

5. The expression that ‘owner’ herein before used shall include his hirers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part thereof in respect of the 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 colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure unkeep 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 the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.

In witness where of the coloniser and the Director have signed this deed on the day and year first above written.

<table>
<tr><td>1.</td><td>Witnesses:-</td><td rowspan="4">Director</td><td rowspan="4">The owner</td></tr>
<tr><td>1.</td><td>_____</td></tr>
<tr><td>2.</td><td>_____</td></tr>
<tr><td colspan="2">Dated……</td></tr>
</table>

for & on behalf of the Governor of Haryana. 2.

1. _____
2. _____

Dated……

Note-In case the owner is exempted from providing any one or more amenities sub clauses (a), (b) & (c) may be modified accordingly.

ANNEXURE

***

167[FORM LC-IV A

[*See Rule 11(1)(h)*]

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

167 Form LC-IV-A to Form LC-IV-D inserted by Haryana govt. Gazetted (Extra) dt. 29.01.2007 at page 269

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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, executers 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.

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(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 particulars 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.

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(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

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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: Signature_____

1. Signature_____ Name _____

Name_____ Date _____
Date_____ Address of the owner _____ Address_____
2. Signature_____
Name _____
Date _____
Address_____

1. Signature_____
Name_____
Date_____
Designation_____ 2. Signature_____ Name_____

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-B

[75]

[*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, executers 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

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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

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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 with in 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_____

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Name_____
Date_____
Designation_____ 2. Signature_____ Name_____

Name _____
Date _____
Designation _____

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, executers 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.

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(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 instilment 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,

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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.

WITNESSES: Signature_____
1. Signature_____ Name _____
Name_____ Date _____
Date_____ Address of the owner _____ Address_____
2. Signature_____
Name _____
Date _____
Address_____

1. Signature_____
Name_____
Date_____
Designation_____ 2. Signature_____ Name_____

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 additional 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:-

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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, executers 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

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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 rule16 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 instilment 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.

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(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.

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 up to 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 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 she 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 rule16 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 F IRST ABOVE WRITTEN.

WITNESSES: Signature_____
1. Signature_____ Name _____
Name_____ Date _____
Date_____ Address of the owner _____ Address_____
2. Signature_____
Name _____
Date _____
Address_____

1. Signature_____
Name_____
Date_____
Designation_____ 2. Signature_____ Name_____

Signature_____
Name _____
Date _____
Designation _____

Date _____
Designation_____
DIRECTOR
TOWN AND COUNTRY PLANNING HARYANA, CHANDIGARH

FOR and on behalf of the Governor of

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Haryana.]**168**
***

FORM LC-V
(See Rule 12)

HARYANA GOVERNMENT TOWN AND COUNTRY PLANNING
DEPARTMENT

Licence No._____ This licence has been granted under the Haryana Development and Regulation of urban Areas Act, 1975 and the rules made thereunder Shri/M/s _____ resident of _____ Tehsil_____ and District_____ for setting up a *residential/ Commercial/ Industrial Colony at Tehsil _____ and District_____.

2. The particulars of land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town and Country Planning, Haryana.

*3. The licence has been excepted from providing the following amenity/amenities in the aforesaid colony:-

1.

2.

3.

4. The licence granted is subject to the conditions;-

(a)that the colony is laid out to conform to the approved layout plans and development works are executed according to the designs and specifications shown in the approved plan accompanying this licence;

(b)that the conditions of the agreement already executed are duly fulfilled and the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules, made thereunder are duly complied with.

5. The licence is valid upto_____

Director
Town and Country Planning
Haryana, Chandigarh

Sr. No. Date of renewal	Date upto which renewed	Signature of the Director

1.
2.
3.

* Strike off whichever is not applicable

*** **FORM LC-VI** (*See Rule 13*) **Registered A.D.**

To
The Director,
Town and Country Planning, Haryana, Chandigarh.

168 Form LC-IV-A to Form LC-IV-D inserted by Har. Govt. Gaz. (Extra.) dt. 29.1.2007 at page 269

[86]

Sir,

I/We beg to apply for renewal of licence No.…… which expires on……

2. As required I/We submit—

(i)Demand draft no……dated……..for rupees……..as renewal fee.

(ii)Income Tax clearance certificate issued by the Income Tax Officer ……..

(iii)An explanatory note indicating the details of developments works which have been completed or are in progress or are yet to be undertaken.

(iv)Reasons for non-completion of development works.

(v)Licence.

Date Yours faithfully, Place (Name and address) ***

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FORM LC-VII [*See Rule 14(2)*] **Registered A.D.**

From
The Director,
Town and Country Planning Department, Haryana, Chandigarh.

To

…….

…….

Memo No. Dated the
Reference your application, dated the ……for renewal of a licence no. …….

2. It is regretted that the renewal of the licence is refused for the reasons given below:-

…….

……
Director
Town and Country Planning, Haryana, Chandigarh.

***

169{FORM LC-VIIA

Registered	**[*see rule 15A*]**

From

…….

…….

…….

To
The Director,
Town and Country Planning,
Haryana, Chandigarh.

Sir,

Subject: Request for Grant of Extension of time period construction of Community Site.

Kindly find enclosed the request for grant of extension of construction of community site for a period of_____years.

The details of the site are as under:-

1.	Name of the site
2.	Area in Acres
3.	The Licence no. in which the site falls
4.	The following documents are also enclosed:-

169Forms LC-VIIA, LC-VIIB and LC-VIIC Inserted by Haryana Govt. Gaz. (Extra.) Draft Notification No. Misc-2218-II/2019/20083 dated 20.08.2019

[88]

a. Proof of ownership of community site (in case the extension is sought by an applicant other than the licencee)
b. The copy of renewal order (in case the extension is sought by the Licencee/Developer);
c. Proof of online payment of Rs._____as extension fees at the rates provided in the Schedule-C to these Rules;
d. An explanatory note indicating the details of progress made with regard to construction of such community site;
e. Any other document_____(details)

Yours faithfully, Date (Name and address) Place Mobile No.

Email Id **FORM LC-VIIB**

Registered	**[*see rule 15A*]**

From

The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

…….

…….

Memo No. Dated:

Ref:- Your application, dated the_____for grant of extension of time period for construction of community site for a period of_____years forming part of licenced colony bearing licence no._____.

Your request for grant of extension of time period for construction of community site has been considered subject to the following conditions:-
1. That you shall complete the construction of community site within the extended period i.e. upto_____.

2. That you shall obtain occupation certificate within the extended period.

Director
Town and Country Planning,
Haryana, Chandigarh.

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FORM LC-VIIC [*see rule 15A*] Registered
From
The Director,

Town and Country Planning,
Haryana, Chandigarh.

To

…….

…….

…….

Memo No. Dated:

Ref:- Your application, dated the _____for grant of extension of construction of community site for a period of_____years

forming part of licenced colony bearing licence no._____.

2. It is informed that the request for grant of extension of time period for construction of community site is refused for the reasons given below:-

……..…….

……..…….

Director
Town and Country Planning,
Haryana, Chandigarh.]

FORM LC-VIII [See Rule 16(1)] Registered

From

…….

…….

…….

To
The Director,
Town and Country Planning, Haryana, Chandigarh.

Sir,
Kindly refer to your memorandum No…….. dated granting licence to the

setting up of a colony at ……Tehsil ……..and District……

2. I/We have to intimate that the said colony has been laid out and completed part of

the colony as shown on the enclosed plan has been completed in all respects as per terms and

conditions of the licence granted by you. I/We, therefore, request that a completion

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certificate in respect of the whole colony/ the said part of the colony may kindly be issued as

required under rule 16.

3. As required I/We enclose the layout plan of the colony in triplicate showing the

whole/part thereof over which the said works have been completed.

Date Yours faithfully, Place (Name and address) ***

FORM LC-IX

[*See Rule 16(2)]*

Registered A.D.

From

The Director,

Town and Country Planning, Haryana, Chandigarh.

To

----------.

Memorandum No.

Dated the

Reference	your	application,	dated	the……requesting	for

completion certificate in respect of your colony/part of colony for licence was granted, vide this office memorandum No. ……. dated……..

2. It is hereby certified that the required development works on the whole of the colony/part of the colony as indicated in the enclosed outlay, duly signed by me:-

(1) have been completed to my satisfaction.

(2) have not been completed as per details given below:- …….

Director

Town and Country Planning

Haryana, Chandigarh

***

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FORM LC-X [*See Rule 18(1)]* **Registered A.D.**

From

The Director,

Town and Country Planning,

Haryana, Chandigarh.

To

…….

…….

Memorandum No. Dated the

Whereas it has come to my notice that:-

(a) the execution of the layout plan and the development works have not been commenced within three months of the grant of licence to you.

(b) layout of the colony has not been done as per approved layout plan and is deficient in following respects:

……

……
(c) development works are not being executed as per terms and conditions of licence in this behalf and are deficient in following respects-

……

……

2. You are hereby required to set the aforesaid deficiencies and deviations in order within a period of ……..from the date of this notice and report compliance.

Director
Town and Country Planning Haryana, Chandigarh ***

170**[FORM LC-XA**

[*See Rule 18(2)*]

Registered A.D.

From
The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

…….

…….

Memorandum No. Dated the

Whereas a notice under Sub-rule (1) of rule 18 was issued to you vide this office memorandum No. …….. dated ……..;

And whereas, despite the said notice, you have failed to comply with the same.

170 Inserted vide Haryana Govt. Gaz. L.S. (Extra) dated 7.3.2012

Now, therefore, you are hereby required to show cause within a period of one month from the date of receipt of this notice why the licence already granted to you under rule 12 in respect of the aforesaid colony should not be cancelled. In case no reply is received within the aforesaid period, it shall be presumed that you have no cause to show and further action shall be taken in accordance with the rules.

(Sd/-)…,
Director
Town and Country Planning Haryana, Chandigarh] ***

171[FORM LC-XI

[*See Rule 19(1)*]

Registered A.D.

From
The Director,
Town and Country Planning,
Haryana, Chandigarh.

To

----------.

Memorandum No. Dated the

Whereas your licence/permission has been cancelled and you are not to carry out the development works in the colony, you are hereby required to furnish within fifteen days an audited statement of accounts duly certified and signed by a chartered accountant showing the amount actually recovered by you from each of the plot-holder and the amount you have actually spent on development works in the colony. In case you fail to comply with this direction action as admissible under the Haryana Development and Regulation of Urban Areas Act, 1975 will be taken.

Director

Town and Country Planning Haryana, Chandigarh ***

FORM LC-XII

[*See Rule 19(1)*]

Registered A.D.

From

The Director,

Town and Country Planning,

Haryana, Chandigarh.

To

Memorandum No. Dated the

Whereas your licence/permission has been cancelled and the development work in the ……..colony are proposed to be carried out by the undersigned and the estimated cost

171 Inserted vide Har. Govt. Gaz.L.S. (Extra) dated 16.6.1987 page 693

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of these works will be Rs……..you are hereby required under section 9 of the Haryana Development and Regulation of Urban Areas Act, 1975 to pay Rs. ……. by a demand draft within thirty day of the service of this notice, failing which the said amount of Rs……will be recovered from you as arrears of land revenue.

Director

Town and Country Planning Haryana, Chandigarh ***

FORM LC-XIII

[*See Rule 19(3)*]

Registered A.D.

From

The Director,

Town and Country Planning,

Haryana, Chandigarh.

To

……..

……..

Memorandum No. Dated the

Whereas the licence/permission of the ……coloniser has been cancelled and the development works in the

…… colony are to be executed by the Director and the estimated cost of their development works would be Rs……., you are hereby required under section 8 of the Haryana Development and Regulation of Urban Area Act, 1975, to pay Rs…….. by a demand draft within thirty days of the service of this notice failing which the said amount of Rs……. will be recovered from you as arrears of land revenue.

Director
Town and Country Planning Haryana, Chandigarh] **172[FORM TDR-I**

[see rule 12A (1)] To
The Director,
Town and Country Planning,
Haryana, Chandigarh.

Subject:- Request for grant/transfer of TDR Certificate for the purpose of Sector Roads and

Green Belts [SRGB]/ Sectoral Plan Road Pockets [SPRP]/ EDC Works site

[EDWS]/ Open Space Zone [OS]/ Public and Semi Public Zone (PSP).

I/We are hereby submitting the following documents for grant/ transfer of TDR

Certificate in respect of the land measuring ..... acres / sq. mtrs. / K-M / B-B-B

172 Inserted vide notification no. Misc-454/2023/7/1/2023-2TCP dated 24.07.2023

forming part of khasra No. ..... revenue estate of village ..... Tehsil

…….... District ..... :-

1. Purpose of TDR: Category.....

(a) Sector Roads & Green Belts [SRGB]
(b) Sectoral Plan Road Pockets [SPRP]
(c) EDC Works site [EDWS]
(d) Open Space Zone [OS]
(e) Public & Semi Public Zone (PSP).

(f) Any other, as decided by the Government as deem fit.

2.	Payment of scrutiny fees at the rate of Rs. 10 per sq.m. on the applied land	Yes/No

alongwith details.

3.	Attach location map showing the existingmeans of access to the said land.	Yes/No
4.	Attach Ownership documents depicting clear title of land;	Yes/No

(a) Jamabandi
(b) Mutation/ Intkal

5.	PAN Card/ Aadhar Card/ Voter Card, GPA/SPA (in case of individual)	Yes/No

(attach documents)

6.	Memorandum of Article of association (in case of company/firm)	Yes/No
7.	Non- encumbrance Certificate	Yes/No
8.	Ownership documents for title of land (Gift/lease/ sale deed)	Yes/No
9.	Verification certificate of the ownership of applied land from concerned	Yes/No

Deputy Commissioner.

10. Undertaking to transfer the title and possession of such land to the Yes/No Government through the Director for all intents and purposes and free
from encumbrances, in case of receipt of LOI for issuance of TDR
Certificate

11. Indemnity Bond in favour of the Director, protecting the Director against Yes/No any land dispute that is raised on such land in future.

12. Whether any TDR Certificate granted earlier. If yes, attach copy. Yes/No **13.**Whether the land transferred to Government in lieu of the TDR Certificate Yes/No granted.

14. Whether the FAR in lieu of the TDR Certificate has been utilized, if yes, Yes/No details of the colony/ area wherein the said FAR has been loaded/ utilized.

15. Whether TDR Certificate has ever been transferred without approval of Yes/No DTCP, if yes, details thereof and attach copy of such transfer.

Sign:
Name:
Address:

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Form TDR-II

[see rule 12-A (5)]

(Register of grant/transfer and utilization of TDR certificate)

Sr. No.	*TDR Certificate No*	*Date of issuance*	*TDR Certificate issued to*	*Notional Land (in acres)*	*Details of land (Khasra No. & area for TDR issued)*	*Purpose for which TDR certificate granted.*	*Area of surrendered land surrender to government (in Acres)*	*Whether the said land has been transferred in favour of Government or not, if yes details of deed*	*Cumulative area available in TDR Certificate (in Sq. Mtrs.), if not utilized.*
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*

Details of TDR certificate transferred/ sold to other developer/ individual name of the purchaser	*Details of utilization of TDR certificate*							*Revision in zoning plan in lieu of availing the FAR granted for TDR*	*Date of utilization/ extinguishing TDR certificate*
	Licence No	*Name of developer*	*Type of colony*	*Sector No. & development plan*	*Applicable FAR under TDR certificate*	*Builtup area utilized (in Sq. mtrs.)*	*Balance unutilized area of the TDR certificate (in Sq. mtrs)*		
11	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*

*** **FORM EC-I** *(See Rule 21)* **Registered A.D.**

From

……..

……..

To
The Director,
Town and Country Planning,
Haryana, Chandigarh.

Sir,

I/We beg to apply for grant of exemption from obtaining the licence and submit that:- (a) (i) I/We owned/own land measuring ……in a compact block in Khasra nos…… and Hadbast No…….. of village/place …….. Tehsil ……and district …… and had divided it into plots for residential, industrial or commercial purposed in the year……. As per enclosed layout plan drawn on a scale 1 centimetre 10 metres. The number allotted to each plot is also shown in the plan;

(ii) the above land is not situated within a controlled area;

(iii) the above layout plan was sanctioned/not sanction by the……..vide letter No…dated or…no sanction for layout plan was required under the……..

law.

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(iv) in the above land…….residential…….. commercial……..and Industrial plots were carved out and an area measuring……. is reserved for roads, open spaces, parks, public institutions, etc, as shown in the layout plan;

(v) …….plots as detailed below had been sold or agreed to be sold before the 16th November, 1971.

Sold Agree to be sold Total Residential
Industrial
Commercial

(vi) A list in Annexures ‘A’ and ‘B’ below in respect of the plots mentioned at (iv) above is enclosed.

ANNEXURE ‘A’

Sr. No. of plots	Category of plot i.e. Whether Residential or Commercial	Area of Plot	To whom plot sold (full particulars be given)	Whether full price of plot has been received if so, when	Date of Sale	If sale deed executed if so, the date there of with a copy of deed	Remarks
1	2	3	4	5	6	7	8	9

and how
much

ANNEXURE ‘B’

Sr. No. of plots	Category of plot i.e. Whether Residential, Industrial or Commercial	Area of Plot	To whom the plot had been agreed to be sold (full particulars be given)	Date of Agreement	price of plot fixed	Money received as earnest money and in the form of installments if any	Remarks
1	2	3	4	5	6	7	8	9
2.	The copies of plans and others documents referred to above are enclosed in							

triplicate.

3. I/We solemnly affirm that the information given in para 1 above are correct to the best of my/our knowledge and belief.

Yours faithfully, Dated Attested
Place Oath Commissioner/Magistrate Ist Class.

***

FORM EC-II

[97]

(*See Rule 21*) **Registered A.D.**

From

……
To
The Director,
Town and Country Planning,
Haryana, Chandigarh.

Sir,
I/We beg to apply for grant of exemption from obtaining the licence and submit that:-
(i) I/We owned/own land measuring …… Sq. metres in Khasra Nos.

……. and Hadbast No……and the said land is situated at ……., i.e. within the limits of Municipality of Notified area …… Faridabad Complex and it has been divided or proposed to be divided into residential, industrial and commercial plots of the size as shown in the enclosed layout plan drawn on a scale of 1 centimetre to 10 metres.

(ii) The said land is situated in the locality knows as ……..at …….. A layout plan of the locality within a distance of 100 metres around/our land drawn on a scale of 1 centimetre to 10 metres is enclosed indicating the size of residential, Industrial and commercial plots.

(iii)The amenities existing in the locality are as under;
(iv)The amenities which exist or are undertaken to be provided by the applicant are as under:-
(a)Existing amenities…….

(b)Amenities	undertaken	to	be	provided	within	a	period	of

…….

2. The copies of plans and other documents referred to above are enclosed, in triplicate.

3. I/We solemnly affirm that the information given in a Para 1 above are correct to the best of my/our knowledge and belief.

Yours faithfully, Dated Attested
Place Oath Commissioner/Magistrate Ist Class.

***

FORM EC-III [*See Rule 23(1*)] **Registered A.D.**

From
The Director,
Town and Country Planning ,
Haryana, Chandigarh.

To

……

[98]

Memo No. Dated the
Reference your application dated the ……for grant of exemption from obtaining the licence.

2. The exemption applied for in respect of the land detailed in the Schedule below is granted subject to the conditions of your providing the amenities mentioned below:- **SCHEDULE**

AMENITIES
Director,
Town and Country Planning, Haryana, Chandigarh.

***

FORM EC-IV [See Rule 23(2)] **Registered A.D.**

From
The Director,
Town and Country Planning, Haryana, Chandigarh.

To

……
Memo No. Dated the
Reference your application dated the, ……
2. It is regretted that the exemption from obtaining the licence is refused for the reasons given below:-
Director,
Town and Country Planning, Haryana, Chandigarh.

***

FORM R-I
[*See rule 25(1) (a)*]
Register showing the particulars of all cases in which licence to set up a colony has been granted or refused:

Sr.	File	Name and full address of	Date	Particulars	Place where	Area of
No	No	the persons or society or	of Application	of financial	colony is to	the
	company applying for			position of the	be setup	Colony
	licence			application		
1	2	3	4	5	6	7
	Date of Brief	Date of submission Date on		Date of renewal	Particulars of	Remarks

	particulars of the	of demand draft on	which	of licence and	the Bank	
	final orders pass	account of licence	licence	the period up to	guarantee	
	by the Director	fee/renewal fee	expires	which licence is		
	granting or	with amount there		renewed	furnished	
	refusing licence	of				
	8	9	10	11	12	13

***

[99]

FORM R-II

[*See rule 25(1) (b)*]

Register showing the particulars of all cases in which exemption from obtaining the licence has been granted or refused:

Sr.	File	Name and full	Date of	Area of Land	Date and brief	Whether any	
No	No	address Of the Owner of the land applying for exemption	Application	covered by the colony and brief description of its location	particulars of the final orders passed by the Director granting or refusing exemption	condition has been imposed for providing amenities if so, the period by which amenities are to be provided	Remarks

1	2	3	4	5	6	7	8

***

FORM AC (*See rule 28*) **Registered**

From

……

……

To

The Director,

Town and Country Planning,

Haryana, Chandigarh.

I furnish below the particulars of amount realize from the plot holders in the

month	of	_____AND	the	amount	deposited	in	account	No.	_____in

_____Bank.

Sr. No	Name with percentage of the plot holder along with address	Particular of plots	Amount realized from plot holder	Date of realization of amount from plot holder	Amount deposited in bank for internal dev. works in the colony	Date of deposit of amount in bank	Remarks
1	2	3	4	5	6	7	8

Date: Place:	Yours faithfully, ( )

***

“Schedule

[See rule 3]

RATES OF LICENCE FEE PER GROSS ACRE

(In lacs per gross acre)

Category of Uses	**Hyper Potential Zone**	**High-I Potential Zone**	**High-II Potential Zone**	**Medium Potential Zone**	**Low Potential Zone**
	Areas forming part of the	Areas forming part of	(i)Areas forming part of Development	(i)Areas forming part of Development	All other urban areas in

	development plan of Gurgaon-Manesar Urban Complex.	Development Plan of Faridabad-Ballabgarh Complex, Pinjore-Kalka Complex , Gwal Pahari &Periphery Controlled areaof Panchkula	Plan of Faridabad-Ballabgarh Complex, Pinjore-Kalka Complex , Gwal Pahariand Periphery Controlled areaof Panchkula (All for other than commercial use); (ii) Area forming part of	Plans of Karnal, Kurukshetra, Ambala, Yamuna Nagar-Jagadhari, Bahadurgarh, Hisar, Rohtak, Rewari, Gannaur, Palwal, Hodel, Bawal Dharuhera and Prithla.	the State.

		(All for commercial use only)	Development Plan of Sonepat-Kundli Urban Area Complex and Panipat; (iii) Part of Sohna Development Plan falling in Gurgaon District; and, (iv), Any other Urban Area declared under clause (o) of section 2 of the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), to cover the Controlled Area declared in Gurgaon District excluding the areas forming part of Development Plan of the Gurgaon-Manesar Urban Complex, Development Plan Pataudi and Farukhnagar.	(ii) The urban areas declared under clause (o) of section 2 of the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975) to cover the controlled areas declared under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (Punjab Act 41 of 1963) in Faridabad District (excluding the Controlled Areas of Faridabad-Ballabgarh Complex) and Oil Refinery, Panipat (Baholi) in Panipat District.	
1	**2**	**3**	**4**	**5**	**6**
Residential (Plotted)	12.50	____	9.50	6.25	1.25

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Residential (Group Housing)	40.00	____	19.00	9.50	2.50
Commercial	**On Gurgaon-Mehrauli Road** (i) 540.00 for FAR above 150.	(i) 270.00 for FAR above 150. (ii) 235.00 for FAR upto 150.	(i) 210.00 for FAR above 150. (ii) 140.00 for FAR upto 150.	(i) 95.00 for FAR above 150. (ii) 62.50 for FAR upto 150.	(i) 19.00 for FAR above 150. (ii) 12.50 for FAR

	(ii) 400.00 for FAR upto 150. **On other Roads** (i) 340.00 for FAR above 150. (ii) 270.00 for FAR upto 150.				upto 150.
Industrial	2.50	____	1.25	0.625	0.125
Low-density Eco-friendly colony	25	____	19	12.50	2.5

{This Schedule is as per Final Notification 2015 published vide Notification No. PF-46/ 1961 dated 2nd February, 2015}

173[***Note***: The licence fee for the projects under Transit Oriented Development shall be levied on pro-rata basis for increased FAR and shall be proportionate to the uses in case of mixed land use projects. For projects under New Integrated Licencing Policy, 2016, the licence fee shall be 1.5 times the rates prescribed for the plotted colony. The licence fee for the projects under Deen Dayal Jan Awas Yojana- Affordable Plotted Housing Policy, 2016 shall be levied at the rate of rupees one lakh and rupees ten thousand per gross acre for medium and low potential towns respectively.]

174{**Note: (1)** Notwithstanding anything contained in the above table, the following rates of licence fee shall be applicable in the Panchkula District from the date of publication of this notification in the Official Gazettee till the 31st March, 2022:- (in lacs per gross acre)

Category of uses
1

High Potential Zone	**Low Potential Zone**
2	**3**

173 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5925 174 Inserted by Hr. Govt. Gaz. Notification No. Misc-1026/2021/8828 dated 05.04.2021

Residential (Plotted)
Residential (Group Housing)

Commercial (FAR above 150)
Commercial (FAR upto 150)
Industrial

3.30	1.25
4.13	2.50
45.38	19.00
	12.50
0.00	0.00.”

***

175**[Schedule-A**

[See Rule 11(1)(g)]

Rates of Infrastructure Development Charges (Rs. In per square metre)

Sr. No.	Category	Hyper	High	Medium	Lower
		Potential	Potential	Potential	Potential
		Zone	Zone	zone	Zone
1.	Residential	500-00	375-00	250-00	70-00
2.	Institutional	500-00	375-00	250-00	70-00
3.	Industrial	250-00	190-00	125-00	35-00
4.	Commercial	1000-00	750-00	500-00	190-00
5.	Group Housing	625-00	460-00	320-00	90-00
176[6.	Low-density Eco-	500	375	250	70]

friendly colony

Note:- (i) For plotted development the charges are applicable on 177{gross area of licenced plotted colony}.

(ii)For Group Housing/ Commercial/ Information Technology Parks/ Information Technology City, the charges are leviable for 178{permitted covered area on all floors} of the colony.

179{(iii) The Hyper Potential, High Potential, Medium Potential and Low Potential Zone shall be as classified in the Schedule to these rules prescribing rates of Licence fee per gross acre.}]
180{(iv)The infrastructure development charges for the projects under Transit Oriented Development shall be levied on pro-rata basis for increased FAR and shall be proportionate to the uses in case of mixed land use projects.

(v) No Infrastructure Development Charges shall be levied for licences under Deen Dayal Jan Awas Yojana-Affordable Plotted Housing Policy, 2016.}

175 See Haryana Govt. Gaz. (Extra.) dated 28.1.2008 at page 362
176 Inserted by Hr. Govt. Gaz. Final Notification No. PF/70/ 20541dated 29.8.2014
177 Substituted for the words "plotted area" by Haryana Govt. Gaz. Notification No. P.F.-36/29108 dated 22.1.2013 at page 614
178 Substituted for the words "gross area" by Haryana Govt. Gaz. Notification No. P.F.-36/29108 dated 22.1.2013 at page 614
179 Substituted by Haryana Govt. Gaz. Notification No. P.F.-36/29108 dated 22.1.2013 at page 614 180 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5925

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181{**(vi)** Notwithstanding anything contained in the above table, the following rates of State Infrastructure Development Charges shall be applicable in the Panchkula District from the date of publication of this notification in the Official Gazettee till the 31st March, 2022:-
(in lacs per gross acre)

Category of uses
1
Residential (Plotted)
Residential (Group Housing)
Commercial
Industrial

High Potential Zone	**Low Potential Zone**
2	**3**
3.30	1.25
4.13	2.50
178.37	178.37
0.00	0.00."

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182**[Schedule-B**

(See Rule 16)

Rates of Infrastructure Augmentation Charges

(All figures are in Rs. Lakhs per acre)

Urban Areas	Hyper	High-I	High-II	Medium	Lower
Classification	Potential	Potential	Potential	Potential	Potential
	Zone	Zone	Zone	zone	Zone
1	2	3	4	5	6

Category of

Uses	5	3	3	1.5	0.5
Residential					

(Plotted)

Residential	10	6	6	3	1

(Group Housing)

Commercial	20	12	12	6	2
Industrial/IT	15	9	9	4.5	1.5

Note:- The classification of Urban Areas under Hyper, High-I, High-II, Medium and Low Potential Zone shall be same as prescribed under the Schedule under rule 3.]

183[Rates of Infrastructure Augmentation Charges for Projects under TOD

Policy:	Table

Land Use	Rates in rupees per square metre
1	2
Residential	2000
Commercial	3000
Institutional/IT/ITes	500

Note:	Infrastructure	Augmentation	Charges	shall	be	levied

proportionate to the uses in case of mixed land use projects.]

181 Inserted by Hr. Govt. Gaz. Notification No. Misc-1026/2021/8828 dated 05.04.2021
182 Schedule-B added by Har. Govt. Gaz. Notification No. PF-51/14514 dt. 30.9.2011 at page 3121 183 Inserted by Hr. Govt. Gaz. Notification No. PF-69/2016/23910 dated 31.10.2016 at page 5925

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184**[“Schedule-B1**

[see rule 12-A (4) (a)]

Rates of Infrastructure Augmentation Charges – Transferable Development Rights

(IAC-TDR) for TDR Certificates

(Rates in Rupees per square meter)						
Sr. No.	Purpose	Hyper	High-I			Low
1.	Group Housing / High Density Group Housing / TOD-Group Housing	1200	700	700	350	100
2.	Affordable Group Housing	200	120	120	60	20
3.	Commercial / TOD-Commercial	3500	2500	2000	1000	250
4.	Cyber Unit / Cyber Park / Cyber City	2400	1400	1400	700	200
5.	New Integrated Licensing PolicyGroup Housing	900	500	500	250	70
6.	Industrial [Other than (4) above]	400	200	200	100	30
7.	Institutional / Residential Plots **E**: The above rates shall be leviable on the against the notional land of the receivi	400 permitted ng site.”	200 increase in	200 covered a	100 rea on all flo	30
NOTE: The above rates shall be leviable on the permitted increase in covered area on all floors against the notional land of the receiving site.”						

185**[Schedule-C**

[See section 3(3)(a)(iv), Rule 11 & Rule 15A]

Rates of extension fee for construction of community buildings

(All figures are in Rs. lakh per acre per annum)

Potential Zone	Hyper: Area forming part of the development plan of Gurgaon-Manesar Urban Complex	High-I: Areas forming part of development plan of Faridabad-Ballabhgarh Urban Complex, Part of Sohna Development Plan falling in Gurgaon District, Areas forming part	High–II: Periphery Controlled Areas of Panchkula, Sonipat-Kundli Urban Area Complex & Panipat.	Medium: Areas forming part of development plan of Karnal, Ambala, Kurukshetra, Bahadurgarh, Hisar, Rohtak, Rewari, Bawal, Palwal, Yamuna Nagar-Jagdhari, Dharuhera, Prithla, Ganaur, Hodal, the Urban Areas	Low–I: Bhiwani, Fatehabad, Jind, Kaithal, Mahendergarh & Narnaul, Sirsa and Jhajjar.	Low-II: Gharaunda, Hansi, Assandh, Indri, Naraingarh, Narwana, Nilokheri-Taraori, Ratia, Shahbad, Tohana, Talwandi Rana and any other town not

184 Schedule-B1 inserted vide notification no. Misc-454/2023/7/1/2023-2TCP dated 24.07.2023.

185 Schedule-C added by Har. Govt. Gaz. Draft Notification No. Misc-2218-II/2019/20083 dated 20.08.2019.

		of development plan of Gwal Pahari		declared under clause (o) of Section 2 of the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975) to cover the Controlled Areas declared under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (Punjab Act 41 of 1963) in Faridabad District (excluding the Controlled Areas of Faridabad-Ballabhgarh Complex), and Oil Refinery Panipat (Baholi) in Panipat District		appearing in any of the potential zones
Extension Fee	10	9	7	6	5	4]