

Directorate of Town & Country Planning, Haryana

Nagar Yojana Bhavan, Plot no. 3, Sector-18 A, Madhya Marg, Chandigarh

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Regd.

To

1. Orris Infrastructure Pvt. Ltd. and others,
J-10/5, DLF Phase-II, MG Road,
Gurugram.

✓ 2. Bright Buildtech Pvt. Ltd.,
D-35, Anand Vihar,
Delhi- 10092.


Memo No. LC-2638-Vol-IV/JE (DS)/2021/ 27159 Dated: 22-10-21

Subject: Application seeking for allowing assignment of joint development rights in terms of policy dated 18.02.2015 in licence no. 59 of 2013 dated 16.07.2013 granted to develop Plotted Colony over an area measuring 101.081 acres in Sector 89-90, Gurugram.

Your request for allowing assignment of joint development rights in terms of policy dated 18.02.2015 in licence no. 59 of 2013 dated 16.07.2013 granted to develop Plotted Colony over an area measuring 101.081 acres in Sector 89-90, Gurugram has been considered and is allowed subject to fulfilment of following terms & conditions within 90 days failing which this in-principle approval shall lapse & administrative charges submit by you shall be forfeited.

1. To submit a fresh registered joint development agreement between Bright Buildtech Pvt. Ltd. & Orris Infrastructure Pvt. Ltd. to the effect that:-
 - (a) The developer company i.e. Orris Infrastructure Pvt. Ltd. shall be responsible for compliance of all terms & conditions of licence/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
 - (b) The agreement shall be irrevocable and no modification/alteration etc in the terms & conditions of such agreement can be undertaken, except with prior approval of the DTCP, Haryana.
2. Fresh Agreement LC-IV, Bilateral Agreement to be executed on behalf of the new entity i.e. Bright Buildtech Pvt. Ltd., existing developer Orris Infrastructure Pvt. Ltd. and DTCP and bank guarantees to be furnished by the bank on behalf of the new entity against internal development works and external development charges.
3. An undertaking to abide by the provisions of Act/Rules and all the directions that may be given by the DTCP in connection with the above said licenses.
4. A demand draft for the balance 60% of the applicable administrative charges amounting to ₹ 3,80,13,188/-.
5. Registered Collaboration agreement between the proposed Developer and land owning individuals/entities.
6. Clear the outstanding EDC/IDC dues, as specifically directed by the DTCP.
7. To submit the revalidated Bank Guarantees on account of EDC and IDW before grant of final permission.

8. An undertaking to settle all the pending/outstanding issues, if any, in respect of all the existing as well as prospective allottees.
9. An undertaking to be liable to pay all outstanding dues on account of EDC and interest thereon, if any, in future, as directed by the DTCP.
10. Original licences and schedule of land.
11. An undertaking that notwithstanding the assignment of joint development rights and/or marketing rights to a third-party agency, for either entire or part of the colony, the Developer i.e. Orris Infrastructure Pvt. Ltd. shall continue to be solely responsible for compliance of provisions of the Act/Rules as well as terms and conditions of the licence.
12. An undertaking that e-compliance pertaining to Rule 24,26(2), 27 & 28 of Rules 1976 shall be uploaded separately by both developer companies for the area related to them.
13. That you will seek objections from the existing allottees regarding Joint development rights w.r.t. no. 59 of 2013 dated 16.07.2013 in accordance with the Govt. instructions dated 25.01.2021. For this purpose you shall inform all the allottees about the proposed Joint development rights through publication in the leading newspapers (Two English & One Hindi) and also on your website and give 30 days time to the allottees for giving their objections to proposed transfer of limited to adverse effect on their rights, if any. In addition to this, you will also inform all the allottees through registered letter, about the proposed joint development rights. The decision to joint development rights will be taken after examining and deciding the objections.
14. Bright Buildtech Pvt. Ltd. shall enhance their paid capital to 18.5 crore and submit PAS-3 in this regard.
15. In accordance with the undertaking furnished by you, the Bank guarantee against IDW shall be got revalidated before grant of final permission.



(S.K. Sehrawat)
District Town Planner (HQ)
For Director, Town & Country Planning
Haryana Chandigarh

Endst. No. LC-2638-Vol-IV/JE (DS)/2021/

Dated:

A copy is forwarded to following for information and necessary action:-

1. Senior Town Planner, Gurugram to send the report on the public notice after expiry of 30 days with regard objections invited on the proposed Joint Development.
2. District Town Planner, Gurugram.


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Haryana Chandigarh