

**Form CLU-II**  
(See Rule 26-D)

**Agreement by person other than colonizer intending to change the existing use of  
land in a Controlled Area**

THIS AGREEMENT made on the ..... day of Two thousand Twenty ..... between  
Shri. ...., son of Shri ..... resident of  
.....  
(Hereinafter referred as the "Promisee(s)") of the one part and the Governor of Haryana acting  
through Director, Urban Local Bodies, Haryana, Panchkula ("hereinafter referred to as the Director")  
of the other part.

- i. WHEREAS the promisee(s) is seized of or otherwise shall be entitled to the land mentioned  
in Annexure hereto, which said land is within the controlled area of  
..... and in the MC limits of ..... (Name of  
Municipality) and is affected by the provisions of the Haryana Scheduled Roads and  
Controlled Areas Restriction of Unregulated Development act, 1963 applicable by virtue of  
Section 203 (G) of the Haryana Municipal Act, 1973, and the rule made thereunder,  
hereinafter referred as the Act and Rule;

- ii. AND WHEREAS under rule 26-D of the said rules, one of the conditions for grant of permission for change of land use is that the promisee(s) shall enter into an agreement fulfilling the conditions in accordance with the permission finally granted.

Now this Deed Witnesseth as follows:

1. In consideration of the Director agreeing to grant permission to the promisee to build ..... on the land mentioned in Annexure, hereto on the fulfillment of all the conditions of rule 26-D and of letter of intent dated ..... by the promisee(s), the promisee(s) hereby convenance as follows: -
  - a) That the promisee(s) shall pay proportionate development charges which shall be the first charge on the said land, as and when required and as determined by the Director, in respect of external development works which may be carried out in the area, for the benefit of the said land.
  - b) That the promisee(s) shall be responsible for making arrangement for the disposal of effluents to the satisfaction of the Director.
  - c) That the promisee(s) shall get the building plan approved from the Director before commencing any construction on the said land.
  - d) That the promisee(s) shall not, except with the previous permission of the Director, sell the said land or portion thereof, unless said land has been put to use as permitted by the Director and to use the said land only for the purpose permitted by the Director.
  - e) That the promisee(s) shall start the construction on the said land within a period of six months from the date of issue of orders permitting the change of land use.
  - f) That the promisee(s) shall pay the External Development charges as per the conditions mentioned in the LOI.
  - g) For sites falling under agriculture zone, the promisee(s) shall undertake to pay to the Director, as determined by him the proportionate charges towards EDC of the site as and when called upon by the Director to do so in this behalf accompanied by 15% simple interest per annum charged upon the delayed EDC payment.
  - h) That the promisee(s) shall pay the additional amount of conversation charges & EDC, for any variation in area at site, in lump sum, within 30 days, as and when detected and demanded by the Director.
  - i) Provided always and it is hereby agreed that if the promisee(s) shall commit any breach of the terms and conditions of this agreement then, notwithstanding the waiver of any previous cause or rights, the Director may revoke the permission granted to him.

- j) Upon revocation of the permission under clause 2 above, the Director may recover the proportionate development charges incurred on the said development works pertaining to the said land, as may be determined by the Director, from the Bank standing as Guarantee.
- k) The stamp and registration charges on this deed shall be borne by the promisee(s).
- l) The expression the "Promisee(s)" herein before used shall include their heirs, legal representatives, successors and permitted assignees.

**Signed by Witnesses:**

**The Director**

**The Promisee(s)**

1.

Signature: .....

Name and Address: .....

.....

.....

2.

Signature: .....

Name and Address: .....

.....

.....

**ANNEXURE**

Revenue Estate of	Khasra No.	Total Land
.....	.....	• ..... (Sq. Meters)
<b>Tehsil</b> .....	.....	• ..... (Acres)
<b>District</b> .....	.....	