

## **AGREEMENT DEED**

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

This Agreement is made on the.....day of.....Two thousand Twenty Six between ..... (hereinafter referred as the "Promisee") of one part and the Governor of Haryana acting through Director, Urban Local Bodies, Haryana, Panchkula ("hereinafter referred as the Government") of the other part.

- i. **WHEREAS** the Promisee is seized of or otherwise shall be entitled to the land mentioned in Annexure hereto, which said land is within the controlled area ..... and in extended limits of .....(Name of Municipality) and same is affected by the provisions of the Haryana Municipal Act, 1973 (hereinafter referred as the Act) and Rules made therein.
- ii. **AND WHEREAS** as per section 203E (2) (a) of the Act as well as in accordance with the conditions for grant of permission is that the Promisee shall enter into an agreement for fulfilling the conditions in accordance with the permission finally granted.

### **NOW THIS DEED WITNESSTH AS FOLLOWS:**

In consideration of the Director agreeing to grant permission to the Promisee to set up an .....over the land mentioned in Annexure hereto, on the fulfillment of all the conditions of letter of intent issued vide Director Urban Local Bodies Office Memo no. ..... the Promisee hereby conveyance as follows:-

- a) That the promisee shall be responsible for making arrangement for the disposal of affluent to the satisfaction of the Director, Urban Local Bodies, Haryana.

- b) That the promisee shall get the Building plan approved from the Director, Urban Local Bodies before commencing any construction on the said land.
- c) That the promisee shall not, except with the previous permission of the Director, Urban Local Bodies, sell the said land or portion thereof unless said land has been put to use as permitted by the Director, Urban Local Bodies and to use the said land only for the purpose permitted by the Director.
- d) That the promisee 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 and complete the same within two years from the date of grant of CLU Permission.
- e) That the promisee 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, Urban Local Bodies, Haryana, Chandigarh.
- f) That the promisee shall pay 1% of the construction cost as labour cess at the time of approval of building plans. Out of which 99% through bank draft in favour of the Secretary, Haryana Building and other construction workers Welfare, Board, payable at Chandigarh and 1% on account of administrative charges through bank draft in the favour of Chief administrator, Haryana Urban Infrastructural Development Board, Payable at Panchkula.
- g) That the Promisee shall External Development charges.....(mentioned the condition as per the LOI)

2. Provided always and it is hereby agreed that if the Promisee shall commit any breach of the terms and conditions of this agreement, letter of Intent and Permission letter, then notwithstanding the waiver of any previous cause or rights, the Director may revoke the permission granted to Promisee.
3. 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 as an arrear of land revenue.
4. The expression the "Promisee" herein before used shall include their heirs, legal representatives, successors and permitted assignees.

Signed by Witnesses:-

The Director

The Promisee

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**ANNEXURE**

<b>Revenue Estate of</b>	<b>Khasra No</b>	<b>Total Land</b>

**Signed by Witnesses:-**

**The Director**

**Promisee**

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Note: The terms and condition may be vary from case to case basis or as per the conditions mentioned in the Letter of Intent.