

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.

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 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 sepa-rate 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 works 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.

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

5. The expression that 'owner' hereing before used shall include his hirers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part there of in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner release the bank guarantee or part there of 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.

1. Witnesses:-

The owner

1. _____
2. _____

Dated.....

Director

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