

FORM LC- IV

(See Rule 11)

Agreement by owner of land intending to setup a colony.

This agreement made on the 8th day of October 2011 between Mr. Janardhan Yadav S/O shri lal singh Yadav, Authorized Signatory of **M/s. CSN Estates Pvt. Ltd. a company** registered under the provision of the companies act having it's registered office at **168-169, Amar Colony, Lajpat Nagar - IV, New Delhi - 110024, Gurgaon** (Hereinafter called the owner) which expression unless repugnant to the subject or context shall mean and include their successors, administrators and assign 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 the converting into residential colony;

And whereas under rule 11, one of the conditions for the grant of license is that the owner shall enter into the agreement for carrying out and completion of development works in accordance with the license finally granted for setting up a colony at Village Bajghera over an area measuring 10.175 acre in Sector - 113, Gurgaon.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in the Annexure here to on the fulfilment of all the conditions laid down in rule 11 by the owner hereby convents as follows:-

(a) That the owner shall be responsible 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 thereupon 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 maybe;

(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 undertake to transfer to the government at anytime, if so desired by the Government free of cost, the land set apart for schools, hospitals, community centres and community buildings, in which case the Government shall be at liberty to transfer such land to any person or institution including the local authority on such terms and conditions as it may lay down.

(c) That the owner shall deposit 50% of the amount to be realized by him from the unit holders, from time to time within 10 days of its realization in a separate account to be maintained in a scheduled bank and this amount shall only be utilised towards meeting the cost of internal development works in the colony.

(d) That the owner shall permit the Director or any other officer authorised by him in his behalf to inspect the execution of the layout and the development works in the colony and to carry out all the directions issued by him for ensuring the compliance of the execution of the layout and development works in accordance with license 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 if right, the director, may cancel the license granted to him.

3. Upon cancellation of the license 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 guarantees in that events shall stand forfeited in favour of the Director.

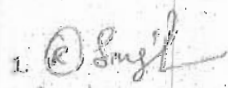
4. The stamp and registration charges on this deed shall be borne by the owner.

5. The expression that 'owner' hereing before used shall include his heirs, 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 there of 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 unrealised to ensure upkeep 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.

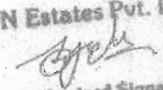
In witness where of the coloniser and the Director have signed this deed on the day and year first above written.

Witnesses:-

1. 
Raghendra Singh
R-122, Greater Kailash
Part-1, New Delhi-46

2. 
Sachin

Sachin Sonah
128, Grand Floor
Sec-44
Gurgaon

For C S N Estates Pvt. Ltd.

Director/Authorized Signatory
Owner / Authorized Signatory

ATTESTED & VERIFIED
NOTARY
Distt. Courts, Gurgaon

Dated: -

Dated:-

Director

For and on behalf of the Governor of
Haryana

ANNEXURE – Land Schedule of Group Housing in Village Bajghera, over an area measuring
10.175 acre in Sector – 113, Gurgaon.



ATTESTED AS IDENTIFIED
NOT
Dist. Secy. Panchayat