



हरियाणा HARYANA

V 149583

FORM LC - IV  
(See rule 11)

Agreement by owner of land intending to set up Affordable Plotted colony under Deen Dayal Jan. Awas Yojna -2016

This agreement made on this 05<sup>th</sup> day of Sep, 2019.

BETWEEN

Sh. Ajay Joneja S/o Sardar. Sher Singh Joneja on behalf of Sh. Gurnam Singh Joneja S/o Sardar. Sher Singh Joneja through GPA both are in collaboration with **JONEJA INFRAPROJECTS PVT LTD.** .. (a company incorporated under the Companies Act 1956) having its registered office at 13/2016, Geeta Colony, New Delhi through its Authorized Signatory namely Ajay Joneja S/o Sardar Sher Singh Joneja , R/o House no. 579, sector-15, Faridabad, authorized vide board resolution dated 22-02-2019 (hereinafter called the "Owner/Developer"). Which expression shall unless repugnant to the subject of context shall mean and include their successor , administrators.

For Joneja Infraprojects Pvt. Ltd.

Auth. Signatory



Director  
Town & Country Planning  
Chandigarh

assigns, nominees and permitted assigns of the One Part.

And

The Governor of Haryana, acting through The Director Town & Country Planning Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR").....Of the other part.

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 Palwal tehsil – Palwal and District- Palwal.

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 consents 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, 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 leave space for to be constructed by any other institution or individual community centers shall leave space for 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 community centers in which case the institution including a local authority on such terms and conditions as it may lay down.
- (c) That the owner shall deposit ~~forty~~ <sup>20</sup> percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that this 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 authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer 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

For Joneja Infraprojects Pvt. Ltd.

*[Signature]*  
Authorized Signatory

*[Signature]*

Director  
Town & Country Planning  
Haryana

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 event 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' herein before used shall include his hirers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect thereof 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 unrealized 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.

For Joneja Infraprojects Pvt. Ltd.

*[Signature]*  
Auth. Signatory

*[Signature]*  
Director  
Town & Country Planning  
Haryana, Chandigarh

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

Witnesses :-

1. RAHLAD GAUTAM
2. H.No-512 SEC-21A  
PARDABAU  
30/7/19

The Owner  
For Joneja Infraprojects Pvt. Ltd.  
Signature  
Auth. Signatory

Dated.....

Director

For & on behalf of the Governor of Haryana

2.

1. \_\_\_\_\_

2. \_\_\_\_\_

Dated.....

Signature  
Director  
Town & Country Planning  
Haryana, Chandigarh

Note - In case the owner is exempted from providing any one or more amenities sub clauses (a), (b) & (c) may be modified accordingly.

ANNEXURE

Detail of land owned by Gurnam Singh Joneja S/o Sardar Sher Singh Joneja

Village	Rect No	killa No	Area (K-M)
Alhapur	20	4/1	4-16
		4/2	3-4
		5/1/1/1	0-8
		5/1/2	0-11
		5/2/1	0-11
		6/1/2	1-0
		6/2/2	0-6
		7/1	3-9
		7/2/1	2-17
		Total	17-2



Detail of land owned by Ajay Joneja S/o Sardar Sher Singh Joneja

Village	Rect No	killa No	Area (K-M)
	20	2/2	0-4
		3/2/2	6-10
		8/1/1	1-4
		5/1/1/2	4-3
		5/2/2	1-1
		5/3	1-7
		6/1/1	4-7
		6/2/1	1-6
		1/1	2-0
		10/2	2-3
	21	Total	24-5

For Joneja Infraprojects Pvt. Ltd.

Grand Total 41-7

OR 5.16875 Acres

*(Signature)*  
Auth. Signatory

