

(On non-judicial stamp-paper of Rs.100/-)

FORM CLU-II

(see rule 26-D)

Agreement by a person other than coloniser intending to change the existing use of the land in a controlled area.

THIS AGREEMENT made on theday of.....Two thousand nineteen between Shri son of shri.....resident of (hereinafter called the 'Promisee') of the one part and the Governor of Haryana acting through the CEO, Faridabad Metropolitan Development Authority, Haryana(hereinafter referred to as the "Government") of the other part.

(i) WHEREAS the promisee is seized of or otherwise shall entitled to the land mentioned in Annexure hereto, which said land is within the controlled area of ----- **(name of Controlled Area is to be mentioned)** and is affected by the provisions of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963, 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 the 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 Witnessh As Follows:-

1. In consideration of the CEO agreeing to grant permission to the promisee to build..... **(purpose of CLU permission to be mentioned)** on the land mentioned in Annexure, hereto on the fulfillment of all the condition of rule 26-D by the Promisee, the Promisee hereby covenant as follows:-
 - a. That the promisee shall pay proportionate development charges which shall be a first charge on the said land as and when required and as determined by the CEO 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 shall be responsible for making arrangement for the disposal of affluent to the satisfaction of the Direction.
 - c. That the promisee shall get the plan approved from the CEO before commencing any construction on the said land.
 - d. That the promisee shall not except with the previous permission of the CEO sell the said land or portion thereof unless the said land has been put to use permitted by the CEO and to use the said land only for the purpose permitted by the CEO.
 - e. 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.
2. Provided always and it is hereby agreed that if the Promisee shall commit any breach of the terms and conditions of this agreement then, notwithstanding the waiver of any previous cause or rights, the CEO may revoke the permission granted to him.
3. The stamp and registration charges on this deed shall be borne by the Promisee.
4. The expression the "Promisee" herein before used shall include his heirs legal representatives, successors and permitted assigns.

Signed by witness

The CEO, FMDA

The Promisee

Khasra No.

Annexure of the applied land

Village

Area

Signed by witness

The CEO, FMDA

The Promisee

PS: This format is for your reference only. FMDA holds the right to change the format/language as per requirement.