

From

Commissioner,  
Municipal Corporation,  
Faridabad.

To

The Manager,  
Modern Vidhya Niketan Society (Regd.),  
Sector-17, Faridabad.

Memo No.MCF/STP/99/2565

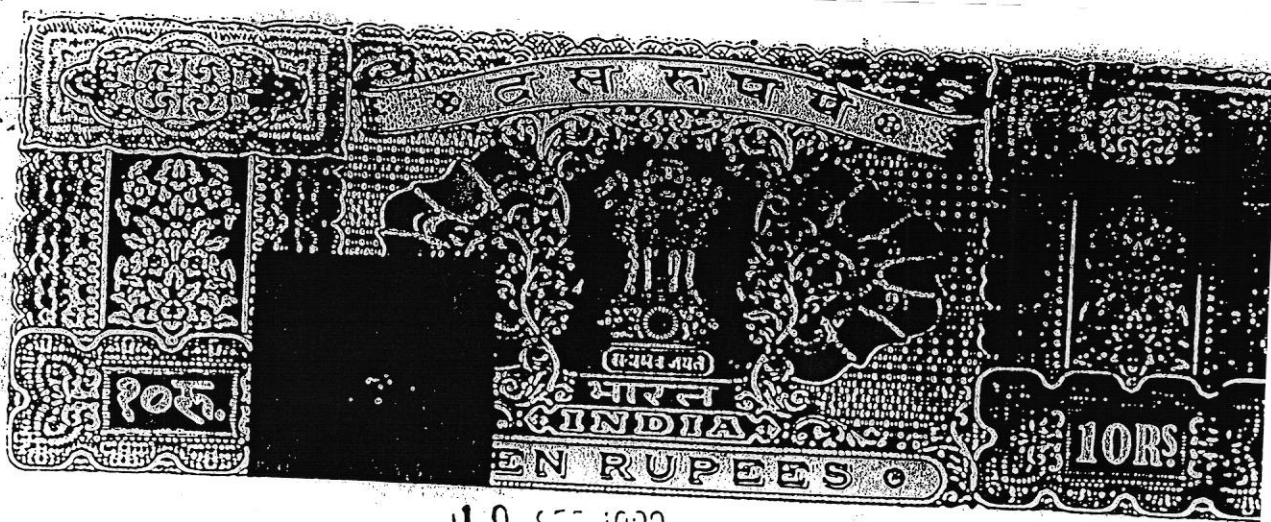
Dated:- 27-12-99

Sub:- Permission for change of land use in respect of land measuring 25254.16 sq.yds. bearing khasra Nos.37//6/2,14/2,15,16,17/1; 38//11/1,19/2,20 falling in the revenue estate of village Mewla Maharajpur, sector-43, Faridabad.- Execution of revised CLU-II agreement.

Ref:- Your letter dated 14-12-99 on the subject cited as above.

In accordance with the terms and conditions of revised CLU-II agreement registered in the office of Sub-Registrar, Faridabad on 25-10-99 permission for change of land use for development of Educational Institution is hereby allowed as per provisions of Punjab Scheduled Roads & Controlled Areas Restriction of Unregulated Development Act, 1963 read with provisions of Haryana Municipal Corporation Act, 1994. This permission is subject to the condition that you will make payment of proportionate external development charges in instalments along with interest as per details given in Annexure-B of said CLU-II agreement.

  
Senior Town Planner,  
For: Commissioner.



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Agreement - CLU II

Agreement by a person other coloniser intending to change the existing use of land in the controlled Area. This Agreement made on 29.12.97 between Manager Modern Vidya Niketan Society Sec.17, Faridabad (hereinafter called the promisee of the one part) and the Govt. of Haryana acting through the Commissioner-cum-Director, Town & Country Planning, Municipal Corporation, Faridabad (hereinafter referred to as Govt.) of the other part.

1. Whereas the promisee is seized of or otherwise will entitled to the land measuring 25254.16sq.yds. mentioned in Annexure 'A' attached hereto which said land is within the controlled area of Faridabad and is affected by the provisions of the Punjab Scheduled Roads and Controller Area restrictions of Unregulated Development Act, 1963 and Haryana Municipal Corporation Act, 1994 and the rules made there under hereinafter referred as the act and rules.

And whereas under Rules 26D 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 WITNESSES AS FOLLOWS:

1. In consideration of the Commissioner-Cum-Director, Town & Country Planning, agreeing to grant permission to the promisee to develop school building on the land mentioned in Annexure 'A' thereto on the fulfilment of all the conditions of Rule 26-D by the promisee, the promisee hereby covenants as follows:

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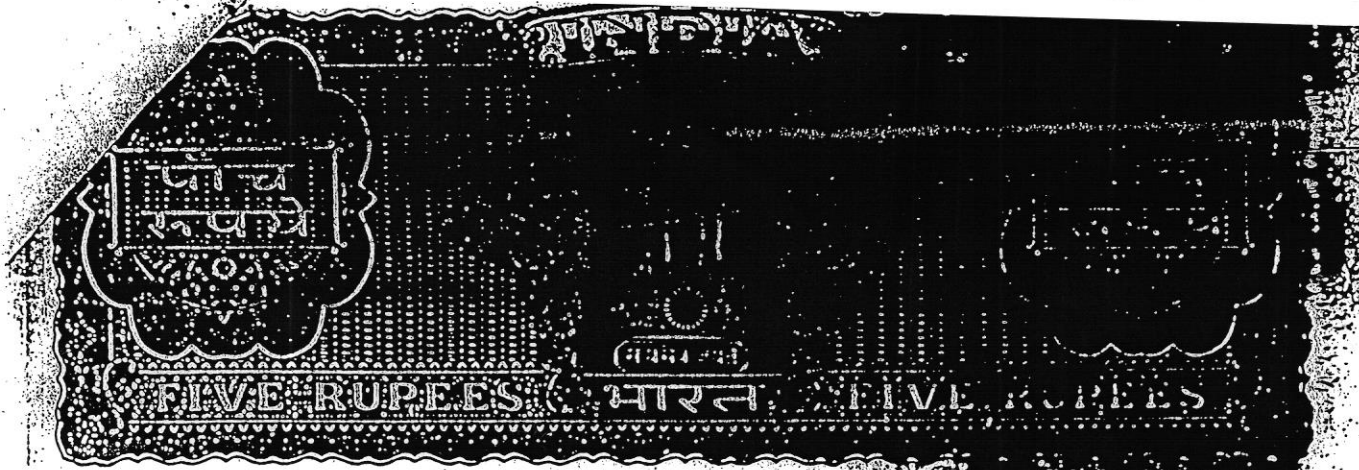
- a That the promisee shall pay proportionate External Development charges which shall be the first charge on the said land as per details given in Annexure -B in respect of external Development works which may be carried-out in the area for the benefit of the said land. 25% amount of proportionate external Development charges which comes to Rs. 13,50,782/- shall be paid by the promisee in instalments along with 18% rate of interest as per details given in Annexure-B. Balance 75% EDC amount shall be paid by the promisee on the prevailing rates at the time of provision of balance external services in the area.
- b That the promisee shall get the plan approved from the Commissioner-Cum-Director, Town & Country planning before commencing any construction on the said land.
- c That the promisee shall be responsible for making arrangement for the disposal of affluent to, satisfaction of Commissioner-Cum-Director, Town & Country planning.
- d That the promisee shall not except with the previous permission of the Commissioner-Cum-Director, Town & Country planning, sell the said land or portion there unless the said land has been put to use permitted by the Commissioner-Cum-Director, Town & Country planning by the Commissioner-Cum-Director, Town & Country planning.
- e That the promisee agrees to submit the drainage and sewerage scheme for the site in question for scrutiny. They hereby under take to implement these schemes after their approval with or without modification. He also undertake that he shall continue to be responsible for maintenance of these disposal works as per approved schemes as long as these are not connected to main sewerage and drainage system of the project. The promisee further undertake to pay and fee that may levied for the scrutiny of the schemes and their inspection.
- f That the promisee shall start construction of the said plot within a period of six months from the date of issue of orders permitting the charge of land use.
- g That the promisee given an undertaking that he will connect sewerage system to the main sewerage as and when the latter is installed and extended to this area and shall pay such charges as may be levied in this behalf.

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Commissioner-Cum-Director  
Town & Country Planning  
M. C. P. OFFICE

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h- The promisee also gives an undertaking that he will demolish the un-authorized construction made at the site or agrees to get the offence compounded and shall demolish such structure as shall contravene the building bye-laws.

i- The promisee will pay the enhanced conversion charges as and when raised by Govt./MCF on demand.


1. Provided always and it is hereby agreed that if the promisee shall commit any breach of terms & conditions of this agreement then co-with standing the waiver of any previous cause of right, the commissioner-cum-Director, Town & Country planning may revoke the permission granted to him.

2. Upon revocation of the permission under clause 2 above the Commissioner-cum-Director, Town & Country planning may recover the proportionate development charges incurred on the said development works pertaining to the said land as may be determined by the Commissioner-cum-Director, Town & Country planning, Municipal Corporation, Paridabad.

3. The permission, the promisee, hereinafter, shall be valid for his heirs, legal representatives, successors and permitted assigns.

4. The stamp and registration charges on this document shall be borne by the promisee.

  
Commissioner-cum-Director  
Town & Country Planning  
M. C. P. PARIDABAD

  
Senior Town Planner  
Municipal Corporation

Witness

Witness





ANNEXURE 'A'

Land bearing No. 53254.10 sq. yds. falling in the Revenue Estate of  
of Village of Mohi Mahasapur Teh. Faridabad Distt. Faridabad.

Khasra No.

37//  $6\frac{1}{2}$ ,  $6\frac{1}{4}$ ,  $14\frac{1}{2}$ , 15, 16, 17//  
38// 11//, 19 $\frac{1}{2}$ , 20, 11 $\frac{1}{2}$ , 10

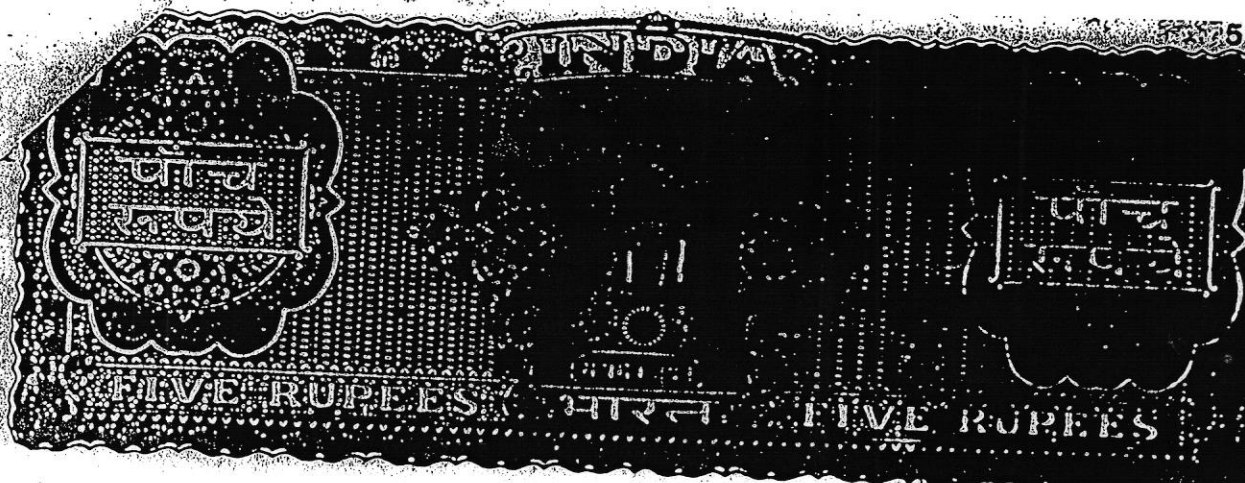
Promissee

*g/h*

Witness

1. *H. K. K. Singh*  
*6/5/17*  
2. *A. K. Singh*  
*6/5/17*  
*6/5/17*

*R*  
*16/7*



# ANNEXURE B

Total area of CLU 25254.4 sq.yds.  
 Total amount of proportionate external charges already deposited @ Rs. 10,35,500/- per acre Rs.54,03,123/-  
 25% amount of EDC in proportion to the services already provided at site. Rs.13,50,782/-

1/4th (25%) of 25% amount of external development charges already deposited vide G-8 No. 45/476 dt. 26.8.99 Rs.3,37,696/-

Balance 3/4th amount of 25% proportionate external charges shall be paid in 6 half yearly instalments along with 18% rate of interest, as per schedule given below:

No. of instal	Due Date	Instalment	Interest	total
1st	26.2.2000	1,68,848/-	91,178/-	2,60,026/-
2nd	26.8.2000	1,68,848/-	75,981/-	2,44,829/-
3rd	26.2.2001	1,68,848/-	60,785/-	2,29,633/-
4th	26.8.2001	1,68,848/-	45,589/-	2,14,437/-
5th	26.2.2002	1,68,848/-	30,392/-	2,00,240/-
6th	26.8.2002	1,68,848/-	15,196/-	1,84,044/-

Note:

In case the instalments along with interest are not paid on or before the date then penal interest @ 5% over and above 18% normal shall be paid by the promise.

Promised

Witness

1. Hrs Kanti Chandra

1.11.99