

From

The Director
Town & Country Planning, Haryana
Chandigarh.

To

M/S Remsons Cable Private Limited
80-B, Kandivli Industrial Estate, Kandivli West
Bombay-400067.

Memo No. G-205-BDP(II)-84/ 5268

Dated:- 5/1/84

Subject:- Permission for the change of land use of Remsons Cable Private Limited Gurgaon.

...

Reference your letter dated 27-3-84 on the subject noted above.

2. Permission is hereby granted for the change of land use for the construction of industrial building in respect of land measuring 7150 Sq. Yds. falling in Khata No'n 602, 603 in Village Khanda situated at old Manohar Road, in the Gurgaon Controlled area, subject to the following conditions:-

- i) That the condition of the agreement already executed are duly fulfilled and the Provisions of the Punjab Scheduled Roads and Controlled Areas Restriction of unregulated Development Rules 1965.
- ii) That you will leave 30 ft. wide strip alongwith the road for its widening and will have no objection for its acquisition as and when required by the Govt.

Joint Director
for Director, Town & Country Planning, Haryana
Chandigarh.

Dated:-

Exhibit No. G-205-BDP(II)-84/

A copy is forwarded to the Senior Town Planner, Gurgaon with reference to his memo No. 248-STP(G) dated 31-1-84 for information and necessary action.

Joint Director
for Director, Town & Country Planning, Haryana
Chandigarh.

FORM CUJ-11
(300 Rule 26-0)

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

THIS AGREEMENT made on the 27th day of March, One thousand Nine hundred and eighty four between Shri E. K. Aggarwal son of Shri E. L. Aggarwal, now constituted attorney for M/s REMSONS CEMENTS PRIVATE LIMITED, 28-B, Gandhi Industrial Estate, Gandhiji, West Delhi-400 007 (hereinafter called the Promisee) of the one part and the Governor of Haryana acting through the Director, Town & Country Planning, Department, Haryana (hereinafter referred to as the "Government") of the other part.

(1) Whereas the promisee is seized of or otherwise shall be entitled to the land mentioned in Annexure hereto, which said land is within the controlled area of Gurgaon and is affected by the provisions of the Punjab Scheduled Roads and controlled area Restriction of Unregulated Development Act, 1962, and rule made thereunder, hereinafter referred to as the Act and rules;

(ii) AND WHEREAS the under rule 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 SETS OUT AS FOLLOWS:-

1. In consideration of the Director agreeing to grant permission to the promisee to build Factory on the land mentioned in Annexure, hereto on the fulfilment of all the conditions of rule 26D by the promisee, the promisee hereby covenance 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 Director in respect of external development works which may be carried out in the area for, the benefit of the said land.

contd. P. 2.

ADVOC

Joint Comm.

TRIPURA 12/1

- 12
- (b) That the promisee shall be responsible for making arrangement for the disposal of affluent to the satisfaction of the Director.
 - (c) That the promisee shall get the plan approved from the Director before commencing any construction on the said land.
 - (d) That the promisee shall not except with the previous permission of the Director sell the said land or portion thereof unless the said land has been put to use permitted by the Director and to use the said land only for the purpose permitted by the Director.
 - (e) That the promisee shall start the construction of the said land within a period of six months from the date of issue of orders permitting the change of land use.
 - (f) That the promisee shall leave 20 feet wide strip along with the road for its widening and will have no objection for its acquisition as and when required by the Govt.

3. 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 right, the Director may revoke the permission granted to him.

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

5. The expression "the Promisee" herinafore used shall include his heirs, legal representatives, successors and assigns.

Signed by Director

The Director

The promisee

Ben Juvie
(P.P. HINDUJA)

for Ramsons Cables
Private Limited

Agne
Constituted Attorney.

Village Khalsi, Distt. of Khateal Jo.

Sr. No. Kh-sra Nos.
601, 602, and 603 win Jamab
minshural

Area.
7150 Sq. Yards.

Total land 7150 Sq. Yards.

Signed by witnesses.

The Promisee.

for Ramsons Cables Private Limited,

Agne
Constituted Attorney.

ADVOCATE
P.O. Khalsi