

Form APR IV
[See rule 12(1)(b) and condition No. (ii) of the Licence in FORM APR II]
Form of Agreement by a promoter to set up a colony

This agreement made on the _____ day of _____ one thousand nine hundred and _____ between _____ (hereinafter called the promoter which term shall include his heirs, legal representatives, successors and assigns) of the one part and the competent authority on the other part; Whereas the competent authority has agreed to a grant a licence to the promoter, for setting up a colony at _____ tehsil _____ district _____ subject to the conditions that the promoter shall enter into an agreement with the competent authority for carrying out, completion and maintenance of development works in the colony in accordance with the licence granted to him.

Now this deed witnesseth as follows :-

1. In consideration of the competent authority has agreed to grant licence to the promoter to set up the said colony on the land mentioned in the Schedule hereto, the promoter hereby covenants as follows :-
- a) to maintain a separate account in any scheduled bank of all sums taken by him from the persons intending to take or who have taken the plots as advance or deposit towards sale price or for any other purpose as required under section 9 of the Act and utilise this amount for meeting the cost of development works in the colony and shall on demand, in writing, by the competent authority, make full and true disclosure of all transactions in respect of that account;
 - b) that the promoter shall pay proportionate development works charges, if the main lines on roads, drainage, sewerage, water supply and electricity are to be laid out and constructed by the State Government or Development Authority or any local Authority;
 - c) that the promoter shall be responsible for the upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of the issue of completion certificate under the building rules unless earlier relieved of this responsibility and thereupon shall transfer such roads, open spaces, public parks and public health services free of costs to the State Government or the local Authority, as the case may be;
 - d) that the promoter shall construct or get constructed at his own cost schools, hospitals, community centres and other community buildings on the land, set apart for this purpose or transfer such land to the State Government at any time free of cost or on payment of actual costs of development of land, as may be decided by the State Government in which case, the State Government shall be at liberty to transfer such land to any local authority or person or institution on such terms and conditions as it may deem fit;
 - e) that the promoter shall permit the competent authority or any other officer authorised by it to inspect the execution of layout and development works in the colony and carry out all directions issued by it for ensuring due compliance of execution of layout of development works in accordance with the licence granted; and
 - f) that without prejudice to anything contained in this agreement, all the provisions of the Act and the rules made thereunder, shall be binding on the promoter.

2. Provided always and it is hereby agreed that if the promoter shall commit any breach of the terms and conditions of this agreement or violate any provision of the Punjab Apartment and Property Regulations Act, 1995 or the rules made thereunder, than, and in any such case, and notwithstanding the waiver of any previous cause or right, the competent authority, may, revoke the licence granted to him.

3. The stamp and registration charges on this deed shall be borne by the promoter.
In witness whereof the promoter and the competent authority have signed this deed on the day and year first above written.

The Promoter

Competent Authority

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| 1. Witness _____ | dated _____ |
| 2. Witness _____ | dated _____ |