

HARYANA URBAN DEVELOPMENT AUTHORITY,

3P/30

Estate Officer, HUDA, Panchkula

FORM 'C'

(See Regulation-5(3))

ALLOTMENT LETTER

Place for photographs

To

Sh./Smt. Richa Sharma

d/o,s/o,w/o,c/o. Vijay kumar Sharma

HOUSE NO 1640 SECTOR 6

BAHADURGARH

HARYANA, 124507

870

Memo No.: ZO004/EO012/UE038/GALOT/0000000071

20/11/2015
Allotment Date: 20/01/2015

Subject : Allotment of Residential Plot No. 3P, Category Residential(1 Kanal) in Sector 30 at Urban Estate Pinjore on free hold basis.

1. Please refer to your application vide Registration Number UE038/30/106 for the allotment of a Residential plot in Sector 30 at Urban Estate Pinjore.

2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
30	Pinjore	3P	30.00 X 14.60	438.00	25,300.00	12189540

3. The plot is **Preferential** one and an extra price @ 10% of the price mentioned in para 2 above is Rs. **1108140.00/-** which is included in the above tentative price.

4. In case you refuse to accept this allotment, you shall communicate your refusal by a registered post within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall be forfeited to the authority and you, shall have no claim for damages.

5. In case you accept this allotment, please send your acceptance by registered post along with amount of Rs. **1,908,885.00/-** within 30 days from the date of issue of this allotment letter which together with an amount of Rs. **1138500.00/-** paid by you along with your application form as earnest money, will constitute 25% of the total tentative price.

6. The balance amount i.e. Rs. **9142155.00/-** of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly instalments of Rs. **1523693.00/-**. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75 % of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.

7. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to you.

8. Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.

9. The above price is tentative to the extent that any Enhancement in the cost of land awarded by the Competent Authority under the Land Acquisition Act shall also be payable proportionately as determined by the Authority. The additional price determined shall be paid within 30 days of its demand.

10. In case the instalment is not paid by 10th of the following the month in which it falls due (or in case the additional price is not paid within the time) the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section -17 of the Act.

11. In the event of breach of any other condition of transfer, the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.

12. The Land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land/building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the Competent Authority.

13. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner, as may be directed by the Estate Officer. The charges on registration and stamp duty will be paid by you.

14. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority except for rendering non - nuisance professional consultancy services in land/building disposed of for residential purposes to the extent of 25%

... up covered area or the building or 50 square meter, whichever is less, with the prior approval of the Chief Administrator on payment of fees, as mentioned in provision to regulation 16. No such trade shall be carried out in or any land/building.

You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

16. You shall have to pay separately for any construction material, trees, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

17. The Authority will not be responsible for levelling the uneven sites.

18. (i) You will have to complete the construction within two years of the date of offer of possession, after getting the plans of the proposed building approved from the competent authority in accordance with the regulations governing the erection of buildings. This time limit is extendable by the Estate Officer by charging extension fees as per policy, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it forfeited in accordance with the provision of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

(ii) You will have to take possession of the plot within a maximum period of three months of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

19. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same at all such times, and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

20. The Authority may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing, enter in and upon any part of the said land/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

21. The Authority shall have full rights, power and authority at all times to do through its officer or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservations imposed and to recover from you as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection there-with or in and any way relating there to.

22. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

23. All payment shall be made by means of the demand draft payable to the Estate Officer, Haryana Urban Development Authority, Panchkula drawn on any scheduled bank situated at Panchkula.

24. No separate notice will be sent for payment of the instalments.

25. The payment of Installment(s)/enhanced compensation as provided under clause-6 & 9 of the allotment letter on due date is mandatory. In case the payment of installment(s)/enhanced compensation is not made on due date, interest @ simple or compound as decided by the Authority from time to time shall be chargeable on the delayed payment of installment(s)/enhanced compensation irrespective of the fact whether the possession has been offered or not. Presently interest on delayed payment of installment(s) is 15% per annum () and interest on delayed payment of enhanced compensation is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on the delayed payment of installment(s), enhanced compensation as decided by the Authority from time to time. This is without prejudice to the rights of Authority to take action under section 17 of the HUDA Act.

26. Yearly instalments will fall due as per the schedule below:-

Instalment Number	Due Date	Principal	Possession offer interest	Total
1	20/01/2016	1523693.00	0.00	1523693.00
2	20/01/2017	1523693.00	0.00	1523693.00
3	20/01/2018	1523693.00	0.00	1523693.00
4	20/01/2019	1523693.00	0.00	1523693.00
5	20/01/2020	1523693.00	0.00	1523693.00
6	20/01/2021	1523690.00	0.00	1523690.00


Estate Officer,
Huda, Panchkula

Notes:-

1. The above allotment is also subject to condition that you will furnish an affidavit that you have not ever been allotted a plot of land directly by HUDA in Urban Estate, Panchkula.
2. Two latest Photographs and 3 specimen signature and affidavit duly attested by the Magistrate may be submitted.
3. Any change in address must be notified by registered A/D Post.
4. Dispute if any regarding allotment related matters shall be settled within the jurisdiction of, the Estate Office Huda Panchkula.
5. If , the Proof of Income, Affidavits and Certificates submitted by you, found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the Authority and you shall have no right to claim anything for the same.