



Estate Officer, EO HUDA GURGAON II
Sector 56, Gurgaon, , Haryana,

Form- E Auction

(Form of Allotment letter to be used in case of sale way of e-auction of
Residential (Gen./GP/P/SP)/Commercial/Institutional sites)
(See Regulation-6(2))

To

Sh./Smt. Essel infra llp Th. partner laxmi narain goel

d/o,s/o,w/o,c/o. Nand kishore Goenka

Suncity Projects Suncity Business Tower
2nd Floor Golf Course Road Sec 54
Gurgaon HARYANA 122002

Photograph of the
Allottee(s)

Memo No. :- ZO002/EO018/UE029/GALOT/0000000648

Dated :- 14/07/2022

Subject:- Allotment of Residential/Commercial/Institutional plot/site/building No.C1 in sector 43, Urban Estate Gurgaon II on free hold basis.

Please refer to your bid for (Commercial) site/ building No. C1 in Sector 43, Urban Estate Gurgaon II, auctioned on 'as is where is' basis on dated 30/01/2022 and **Letter of Intent No. ZO002/EO018/UE029/LALOT/0000000683 dated 08/03/2022.**

1. Your bid for site/ plot/ building No. C1 in Sector 43, Urban Estate Gurgaon II has been accepted and the site/ plot/ building as detailed below, has been allotted to you on on free hold basis as per the following terms and conditions and subject to the provisions of the Haryana Shehri Vikas Pradhikaran Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations/Code/Instructions/guidlines/policies etc. applicable thereunder and as amended from time to time including the terms and conditions already announced at the time of auction and accepted by you.

Sector No.	Name of Urban Estate	Plot/ Building No.	Approximate dimension or description as notified at the time of auction	Area (In Sq. mtr.)	Price (In Rs.)
43	Gurgaon II	C1	58.00 X 40.00	2320.00	87,11,20,300.00

(RS. EIGHTY-SEVEN CRORES ELEVEN LAKHS TWENTY THOUSAND THREE HUNDRED RUPEES ONLY)

2. The sum of Rs. 87,11,20,300.00 deposited by you as per the detail given below has been adjusted against the 100% of bid amount.

Sr. No.	Mode of Payment	Receipt No./ Date	Amount
1	Application money	APP1 / 30/01/2022	87,11,20,30.00
2	Challan	BK004/R0030/WS/000060 8281 / 06/04/2022	1,28,49,02,44.00
3	TDSPayment	TDS/522492/3 / 07/04/2022	2,17,78,01.00
4	Online	BK004/R0030/E17814 / 01/07/2022	8,95.00
5	Online	BK004/R0030/E17816 / 01/07/2022	31.00
6	Challan	BK004/R0030/WS/000062 5016 / 04/07/2022	6,46,80,68,23.00
7	TDSPayment	TDS/522492/7 / 04/07/2022	6,53,34,03.00

3. No addition or deletion in the name of allottee will be allowed except as per the HSVP Act/Revenue Act.

4. The possession of the plot/Building/site is hereby offered to you which will be delivered physically after your apply for the same. After taking the physical possession of the plot/Building/site by you, HSVP will not be responsible for any kind of encroachment and third litigation party pertaining to the plot/Building/site.

5. In case the possession of the plot/Building/site is not delivered by HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @5.5% (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by you till the date of delivery of possession. However, such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.

6. If due to stay by the court or litigation or any other circumstances beyond control i.e force majeure, HSVP is not able to deliver possession of the property within three months after deposit of full (100%) of the bid amount, the full amount deposited by the allottee shall be refunded back. The allottee/bidder will not have any claim, on this property or any other property of the HSVP.

7. Wherever, in case you surrender the site at any time, the refund will be allowed after forfeiting the amount as detailed in the following table:-

Sr. No.	Time period after date of allotment	Amount of allotment/bid price to be forfeited
1	Within one year	15%
2	After one year but before two years	25%
3	After two years but before three years	35%
4	After three years	50%

However, HSVP shall have right to reject surrender application without assigning any reason. The up to date amount of interest and penalty, if any outstanding against the above plot/site/building will be deducted separately and balance payment will be made you. However, no interest shall be payable on such amount to be refunded. The amount of refund will be made by HSVP within 30 days from date of application of surrender . In case, payment is not refunded within 30 days, HSVP shall pay interest at the current SBI MCLR rate from the date, such refund is due.

The plot/site once surrendered shall not be restored under any circumstances, provided that, if application for withdrawal of surrender is made online before the refund is made/dispatched.

8. The request for surrender has to be submitted online on the HSVP website by using the login id and password allotted by the HSVP. Surrender by any other mode shall not be acceptable.

9. The condition for construction of building on the auctioned property shall be governed by the Architectural control or zoning plan of the property prepared in accordance with the Haryana Building Code, 2017 as amended from time to time. The building shall be constructed after getting the building plans sanctioned from the Estate Officer, HSVP concerned. The allottee shall not make any alteration/addition to the structure constructed on the property without prior/explicit written permission of the Estate Officer HSVP concerned. Any violation of the provisions of Haryana Building Code-2017 and the Architectural control shall attract action as per provisions of HSVP Act-1977.

10. Further, the request of allottee for grant of extension in time period for completing construction shall be considered under HSVP extension policy No. 43461-62 dated 06.03.2019 (as amended from time to time).

11. In the event of breach of any condition, the Estate officer, HSVP concerned may resume the site in accordance with the provision of section 17 of the Act and the money deposited shall be refunded back after forfeiting 10% of the bid amount alongwith the interest and other dues payable upto the date of resumption. No interest will be paid on the amount to be refunded.

12. Upon resumption, you will be free to remove the structure/debris/fixtures, if any, within a period of three months of resumption order at your own cost, failing which it shall be removed by HSVP at your cost. The balance amount will be refunded after adjusting the cost of removal of structure/debris/fixtures etc., if any.

13. The site/plot/buiilding shall continue to belong to HSVP untill all the outstanding amount alongwith interest and other amount dues to HSVP against the above site/plot/building is paid and deed of conveyance in your favour executed. You shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of the Estate Office, HSVP concerned even after execution of Deed of Conveyance. You may, however, mortgage or create any right/ interest on the site only to secure the loan amount against the plot towards payment of the price including dues etc., of the plot but prior written permission of the Estate

Officer, HSVP concerned shall be required.

14. This allotment letter is further subject to terms and conditions of Permission to Mortgage issued vide letter no. _____ dated _____ in favour of _____ (Name of bank).

15. On payment of outstanding dues, if any, you shall get the deed of conveyance executed in your favour in the prescribed form and in such manner as may be directed by the Estate Officer, HSVP concerned. The deed of conveyance shall be executed within one year of making payment of full price of the site/plot/building. The charges for the registration and stamp duty will be paid by the allottee.

16. The coverage (passage/verandah) in front of the site of booth/kiosks/Double Storey Shop/SCO/SCOF etc. shall not be allowed for any other purpose other than for the public passage.

17. The plot/site/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. No obnoxious trade shall be carried out in or on any land/building. However, as per Haryana Urban Development Authority (Disposal of Land and Buildings) Regulations, 1978 and policies issued there-under (as amended from time to time), non nuisance professional consultancy services are permitted in the residential plots.

18. The plot/site/building shall not be subdivided or fragmented under any circumstances.

19. You shall have to pay all general and local taxes or cess imposed on the said plot/site/building as applicable from time to time.

20. You shall have to pay cost of construction material, bricks, structures and compound wall etc. existing in plot/site/building at the time of allotment of which compensation has been assessed and paid by the Pradhikaran, if allottee wants to make use of the same.

21. The pradhikaran will not be responsible for leveling the uneven site as the site/plot/building has been auctioned on 'As is where is basis'.

22. The Pradhikaran reserves to itself all mines and minerals whatever 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 all such times in such manner as the Pradhikaran 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, construct 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 Pradhikaran such payment for the occupation by the Pradhikaran of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between you and the Pradhikaran or failing such agreement as shall be ascertained by reference to Arbitration.

23. The Pradhikaran through its officers and servants at all responsible times and in a reasonable manner after giving minimum 24 hours notice in writing, enter in and upon any part of the said site / plot / building constructed thereon 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 HSVP Act, 1977 as amended from time to time.

24. The Pradhikaran shall have full rights, power 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 things and all cost incurred in connection there-with or in and ay way relating thereto.

25. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be dealt as per the provisions of the Arbitration and Conciliation Act-1996.

Date: 14/07/2022

Place:EO HUDA GURGAON II

Estate Officer
HSVP, EO HUDA
GURGAON II

Name in Block letter:

Official Stamp