

FORM 'C' (GHS 'B')
{{Sec Regulations 5 (3)}}}

Form of allotment letter for allotment made on the free-hold basis. (To be used for Residential/Industrial/Commercial Plots/Building disposed of by allotment only).

From

Es atc Officer,
 HUDA, Panipat.

To

The SLDC Employee Co. OP

G.H. Society Ltd. Panipat

13-17 Panipat

Memo No. 9316

Dated:- 14-9-15

Sub: Allotment of land for Group Housing Site No. 1317 in Sector 1317, at Panipat on Free hold basis.

Please refer to your application for the allotment of Group Housing Site under scheme GHS-2006 at Panipat.

2. Your application has been considered and a Group Housing site, as detailed below, has been allotted to you on free hold basis as per following terms and conditions and subject to the provisions of the HUDA 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 site and tentative price of the site given below, are subject to the adjustment in accordance with the actual measurement at the time of delivery of possession.

Sector No.	Name of Urban Area	GHS Site No.	Area in Sq. Mtr.	Tentative price of the site
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13-17

Panipat.

8

2016

Rs. 56,09,000/-

@ Rs. 1/-

3. The balance amount i.e. Rs. 56,09,000/- of the above tentative price of the site can be paid in lump-sum without interest within 60 days from the date of issue of allotment letter or in 5 equal annual installments (10 equal annual installments in case of EWS Societies) alongwith with interest 12% P.A. provided that first installment shall be payable on the expiry of one year from the issue of the allotment letter. The interest shall however, accrue from the date of offer of possession.

4. The possession of the site will be offered to you on the completion of development work in the area. In the case of building or undeveloped land, the possession shall, however, be delivered within 90 days from the date of this letter.
5. Each installment shall be remitted to the Estate Officer & 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 no. to which the payment pertains. In the absence of these particulars the amount remitted shall be deemed to have been received.
6. 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 the demand.
7. In case the installment is not paid on the date of allotment on which it falls due (or in case the additional price is not paid within time) the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section of the said Act.
8. In the event of breach of any condition of allotment of the Estate Officer may resume the land in accordance with the provisions of section 17 of the said Act.
9. The site/building shall continue to belong the authority until the entire consideration money together and other amount, if any due to the authority A/c of sale of such land or building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage, or otherwise the plot/building or site, title or interest therein till the full price is paid to the authority, except with the prior permission of the competent authority.
10. On payment of 100 percent of the tentative price of the site/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 of registration and stamp duty will be paid by you.
11. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plan approved by the authority. No obnoxious trade shall be carried out in or any land/building.

12. 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.

13. You shall have to pay separately for any construction, material, trees, structure 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.

14. The authority will not be responsible for leveling the uneven sites.

15. The construction of the house/flats shall have to be completed within five years of the date of offer of possession i.e. the day on which unmetalled approach road and water supply is made available by HUDA.

i) However, if the society complete the construction within three years of the date of offer of possession as mentioned above 10% rebate on price of land would be given and would be adjusted towards the future installments.

ii). If construction is not completed by the society/organization within prescribed five years, period of construction can be extended for five more years by charging extension fees as mentioned in the letter of intent and agreement in form 'C' already issued to you.

Note:-For the purpose of (i) above completion stage would be deemed to have reached, if all the walls with final internal plaster and the floors of all the rooms, common spaces, toilets etc. in all the running units of the project have been completed fully which is to be certified by the local Building Planning Committee of HUDA. The completion of this type and the rebate shall not entitle for occupation certificate under HUDA Building Regulation 11(3) unless all other requirements under regulation 10 & 11 etc are full-filled.

iii) Number/size of flats to built on the land offered for allotment. The society/Organization as per request in its application for allotment of land under the scheme shall have to construct the following dwelling units:

Size of D.U. In Sq. Mtr.	upto 75	76 to 200	201 to 350
No. of D.U. To be constructed	24167		

- iv) HUDA will provide only 11 KV line around the periphery of each group housing site and further provision for providing transformer or required capacity, 11 K.V. cable, metering equipment and other allied accessories will have to be made by each group housing society /Organization itself as permits load requirement within its premises as its own cost and as per the standards/specifications laid down by HSEB (HVPNL/HPGCL)
- v). HUDA will provide water supply connection on the periphery of each Group Housing site and further arrangement for the storage and bossing will have to be made by the Group Hosing Society/Organization itself as per its requirement at its own cost.
- vi) Haryana Apartment Ownership Act : The maintenance of common facilities shall be governed by the Haryana Apartment Ownership Act 1984 and the Society/Organization shall ensure that the flats/DUs are transferred to their members keeping in view the provisions of Haryana Apartment Act at the time of getting possession of their flats. The association under section 3(d) of the Act (ibid) shall be formed before applying for occupation certificate.
- vii). Addition/deletion/substitution in membership and change in the size of dwelling units shall only be allowed to the extent of 25% of the original membership/dwelling unit provided they full-fill the FAR and density norms. This changes is permissible free of cost if the request is made within 2 years from the date of issue of the final letter of allotment or offer of possession whichever is earlier. However, on expiry of 2 year the charges shall be levied and no permission shall be granted after 3rd as mentioned in the letter of intent already issued to you.

16.

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 for working obtaining, removing and enjoying the same at all such times and in such manner as the authority shall thing, 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 buildings construct lines 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 allottee shall be entitled to receive from the authority such payments for the occupation by the authority of surface and for the damage done to

the surface for building on the said land by such works of working 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.

17. The authority may be its officers and servants at all reasonable time and in reasonable manner after 24 hours notice in writing enter in and upon any part of the said plot/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the condition to be observed the Rules/Regulations applicable under the said Act.

18. The authority shall have full right, power and authority at all times to do through its officers or servants, all acts and thing which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations imposed & to recover from you as first charge upon the said land/building the cost of doing all of any such things and all cost incurred there with or in any way relating thereto.

19. All disputes and difference arising out of or in 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 objections to such appointment that the arbitrator so appointed is a Government Servant or any officer of the Authority that he had to deal with the manner to which this allotment relates and in the course of his duties as such the Govt. officers as the case may be has expressed his visit on all or any of the matter in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

20. All payments shall be made by means of a demand draft payable to the Estate officer, Haryana Urban Development Authority, Panipat drawn on any schedule bank situated at Panipat.

21. No separate notice will be sent for the payment of the installments. However, the information regarding the installment the amount, the due etc may be sent as matter of courtesy.

22. Your society shall be abide by all the terms and conditions including mode of your payment, period of construction and norms of development explained in the agreement in form 'C' executed between your society and HUDA.

23. ✓

The possession of the plot can be obtained from the J.E. of this office by visiting in this office.

ASSTT.

DY. SUDPT.

ACCTT.

ESTATE OFFICER,
HUDA, PANIPAT

Endst. No.

98/7-18

Dated

14-9-15

A copy of the above is forwarded to the following:-

1. District Town Planner, Panipat to get the zoning plan approved from Chief Administrator, HUDA at an early date.
2. Executive Engineer, HUDA, Division, Panipat.

ESTATE OFFICER,
HUDA, PANIPAT

NOTES:-

1. Any change in address must be notified by registered A.D. Post.
2. Strike out whichever is not applicable.
3. Interest @ 15% per annum shall be charged in case of delay in payment.