

FROM 'C' (GHS 'B')

See Regulation 5 (3)

Form of allotment letter for allotment made on free-hold basis. To be used for residential/industrial/commercial plots building disposed of by allotment only.

From

The Estate officer
Haryana Urban Development Authority
Rewari

To

Sh. Lal Singh Yadav President,
S/o Sh. Shri Ram Yadav (The Jai Gaurdeva Govt. Employees)
VPO Bharaf, Tehd Distt. Mohindergarh.

Memo No. :- A-institution -GHS-98 6062

Dated : 13/8/07

Sub Allotment by sale of group housing site in sector 10 at Rewari
on free hold basis.

Please refer to your application for the allotment of group housing site under
Scheme GHS-06 at Rewari.

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 & conditions 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 the 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	Appr. Dimension or description	Area in Sq Mtr.	Tentative price of the Site
10	Rewari	3	2000 Sqm		46,000.00.00 @ 2300/- per sq mts

3. The balance amount i.e. Rs. 34,50,000.00 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 instalments alongwith interest @ 9% p.a. provided that first instalments shall be payable on the expiry of one year from the issue of allotment letter. The interest shall however, accrue from the date of offer possession.

4. The possession of the site will be offered to you on 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 particular 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 not 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 instalment is not paid by the 10th of the month following the month in 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 the other condition of transfer the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.

9. The site/building shall continue to belong to authority until the entire consideration money together and other amount, if any, due to 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 a right, 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 plans approved by the competent authority. No obnoxious trade shall be carried out in or on 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, structures and compound wall existing in you 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. You will have to complete the construction within 5 year (Five) 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 building. This time limit is extendable by the Estate Officer if he is satisfied that non construction of the building was due to reason beyond your control, 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 provisions 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.

16. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such right and power 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, construct lance 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.

17. 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 or building on the said land by such works or 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.

18. The authority may by 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 conditions to be observed under the rules/regulations applicable under the said act.

19. The authority shall have full right, power and authority at all time 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, conditions and reservations imposed & 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 any way relating thereto.

20. All disputes and difference 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 objections 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 manner to which this allotment relates and in the course of his duties as such Govt. servant or officer as the case may be, has expressed his views 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.

21. All payments shall be made by means of a demand draft payable to the Estate Officer, Haryana Urban Development Authority, Rewari drawn on any scheduled bank situated at Rewari.

22. No separate notice will be sent for the payment of the instalments. However, the information regarding the instalment the amount the due date, etc. may be sent as a matter of courtesy.

ESTATE OFFICER
HARYANA URBAN DEVELOPMENT AUTHORITY
REWARI.

NOTES: 1) Any change in address must be notified by registered A.D.post.

2) Strike out whichever is not applicable.

3) In addition to the conditions laid down in this allotment letter, your society shall be bounded by all the terms and conditions, including mode of payment, period of construction and norms of development, explained in the agreement in form 'C' executed between your society and chief Administrator, HUDA.

4) Interest @ 12% per annum shall be charged in case of delay in payment.

Handwritten signatures and initials:
c. beel, Army, A/c, Only Admin. In charge, A/c, G. S. Singh