

Haryana Urban Development (Disposal of Land & Buildings) Regulations, 1978

HARYANA

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Rule

HARYANA-URBAN-DEVELOPMENT-DISPOSAL-OF-LAND-BUILDINGS of 1978

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Haryana Urban Development (Disposal of Land & Buildings) Regulations, 1978Published vide Haryana Government Notification No. Authority-A- 13/10084, dated 27.6.1978No.

Authority-A-13/10084. - In exercise of powers conferred by section 54 of the Haryana Urban Development Authority Act, 1977 (Haryana Act No. 13 of 1977) and all other powers enabling it in this behalf, the Haryana Urban Development Authority, with the previous approval of the Government of Haryana conveyed, - vide their Memo No. 1170-2TCP-14(2)78, dated 29th May, 1978, hereby makes the following regulations, namely :-

1. Short title and commencement.

- These regulations may be called the Haryana Urban Development (Disposal of Land and Buildings) Regulations, 1978.

2. Definitions.

- In these regulations unless the context otherwise requires :-(a)"Act" means the Haryana Urban Development Authority Act, 1977.(b)"Additional Price" and "Additional Premium" means such sum of money as may be determined by the Chief Administrator in respect of the sale or lease of land or building by allotment, which may become payable by the transferee or lease with respect to land or building sold or leased to him in a sector on account of the enhancement of compensation of any land or building in the same sector by the court on a reference made under section 18 of the Land Acquisition Act, 1894, and the amount of cost incurred in respect of such reference.Explanation. -

For the purpose of this Regulation, the expression "the Court" means the court as defined in clause (d) of section 3 of the Land Acquisition Act, 1894, and where an appeal is filed, the "Appellate Court."(bb)["Non-nuisance professional consultancy" means an activity carried on by an individual by his personal skill and intelligence and includes :- [Inserted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.](a)Doctors (without Nursing Home);(b)Lawyers;(c)Tax Consultants;(d)Architects (without studio);(e)Contractor Consultants;(f)Chartered Accountant/Company Secretaries;(g)Property consultants;(h)Tourist Guides;](c)"Obnoxious trade" shall be deemed to be carried on a land or in a building (erected on land allotted by the Authority) if the land or building is used for any of the following purposes : (i)melting tallow, dressing raw hides, boiling bones, offal or blood;(ii)as a soap house, oil boiling house, dyeing house or tannery;(iii) as a brick-field, brick-kiln, charcoal-kiln, pottery or lime- kiln or for stone crushing;(v)as any manufactory, engine house, Store house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;(vi)as a yard or depot for trade in unslaked lime, hay straw thatching grass, wood, charcoal or coal, or other dangerously inflammable material;(vii)as a store house for any explosive or for petroleum or any inflammable oil or spirit;(d)"Premium" means the amount paid or promised for the transfer of a right to enjoy land on lease-hold basis under these regulations;(e)"Price" means the amount paid or promised for the transfer of immovable property on free-hold basis;(f)"Schedule" means a schedule annexed to these regulations;(g)"Section" means section of the Act;(h)"Sector" means an area of land which forms the unit for purposes of fixation of sale price/premium.(i)"Tentative price" or "tentative premium" means such price/premium as may be determined by the Authority in terms of Regulation 4 for disposal by allotment in which the cost of land included is based on the compensation awarded by the Collector under the Land Acquisition Act, but does not include any enhancement that may be awarded by the court on a reference made under section 18 of Land Acquisition Act, 1894."Explanation". - For the purpose of this Regulation, the expression "the Court" means the court as defined in clause (d) of section 3 of the Land Acquisition Act, 1894 and where an appeal is filed, the "appellate Court".

3. Mode of disposal.

- Subject to any direction issued by the State Government under the Act and to the provisions of sub-section (5) of section 15 of the Act :-(a)the Authority may dispose of any land belonging to it in developed or an undeveloped form;(b)any land or building of the Authority may be disposed of by Authority by way of sale or lease or exchange or by the creation of any easement right or privilege or otherwise;(c)the Authority may dispose of its land or building by way of sale or lease either by allotment or by auction, which may be by open bid or by inviting tenders.Sale or Lease of Land/building by Allotment

4. Fixation of tentative price/premium.

(1)The tentative price/premium for the disposal of land or building by the Authority shall be such as may be determined by the authority taking into consideration the cost of land, estimated cost of development, cost of buildings and other direct and indirect charges, as may be determined by the Authority from time to time.(2)An extra 10% and 20% of the price/premium shall be payable for

"preferential" and "Special preferential" plots respectively.

5. Procedure in case of sale or lease of land or building by allotment.

(1) In the case of sale or lease of residential and industrial land or building by allotment the intending purchaser shall make an application to the Estate Officer concerned in the prescribed form (annexed to these regulation) as given in Forms 'A' and 'B' respectively. (2) No application under sub-regulation (1) shall be valid unless it is accompanied by such amount as may be determined by the Authority, which shall not be less than ten per cent of the price/premium in the form of a demand draft payable to the Estate Officer, and drawn on any scheduled bank situated at the local place of the Estate Officer concerned or any other such place as the Estate Officer may specify. (3) In the case of residential plot/building when the application has been so tendered, the Estate Officer or such other officer as may be empowered, shall subject to such directions as may be issued by the Authority in this behalf consider the applicant for allotment of a plot or building of the size applied for. The allotment may be on 'first come first served' basis or by draw of lots, as may be determined by the Authority and the successful applicant shall be sent allotment letter, in Form 'C' or 'CI' by registered post; provided that for the purpose of proper planning and development of an urban estate, land or building may be reserved for groups or individuals or for persons practicing any profession or carrying on any occupation, trade or business or for such other category of persons, Government Departments and Institutions, charitable institutions and other organisations of public welfare, as may be decided by the Authority from time to time. (4) In the case of industrial land or building, allotment shall be made in accordance with the recommendations of the Directorate of Industries as to the genuineness of the party, priority of the industry, the area required for the industry etc. (5) The applicant to whom the land/building has been allotted shall communicate his acceptance or refusal in writing within 30 days of the date of allotment, by registered post to the Estate Officer. In case of acceptance, the letter shall be accompanied by such amount as intimated to him in the allotment letter. In case of refusal, he shall be entitled to the refund of the money tendered with the application. In case he fails to either accept or refuse within the stipulated period, allotment shall be deemed to be cancelled and the deposit made under sub-regulation (2) may be forfeited to the Authority and the applicant shall have no claim for damages. (6) The payment of balance of the price/premium shall be made, in the manner as may be communicated, either in lump sum or in such number of annual or half yearly equal instalments not exceeding ten, as may be decided by the Authority from time to time. The amount of first instalment shall be payable within one year or six months from the date of allotment and the subsequent instalments shall similarly accrue every yearly/half yearly on the due date, as the case may be. (7) Each instalment would be recoverable together with interest on the balance price/premium, at the rate as may be decided by the Authority at the time of allotment. The interest shall, however, accrue from the date of offer of possession of land/building. No interest shall be payable if the whole of the balance price/premium is paid in full, within sixty days of the offer of possession. If at any time the transferee opts to make the balance payment in full, he shall be entitled to do so and interest shall be charged on the balance amount only for the period from the date the last instalment was due to the date he makes full payment. (7A) [The payment of instalment(s) on due date is mandatory. In case the payment of instalment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of

instalment(s) irrespective of the fact whether the possession has been offered or not.] [Added by Haryana Government Gaz. No. 2004/36129 dated 29.11.2004.] Sale/Lease of Land/building by Auction

6. Sale of lease of land or building by auction.

(1) In the case of sale or lease by auction, the price/premium to be charged shall be such reserve price/premium as may be determined taking into consideration the various factors as indicated in sub-regulation (1) of Regulation 4 or any higher amount determined as a result of bidding in open auction. (2) 10 per cent of the highest bid shall be paid on the spot by the highest bidder in cash or by means of a demand draft in the manner specified in sub-regulation (2) of Regulation 5. The successful bidder shall be issued allotment letter in Form 'CC' or 'C-II' by registered post and another 15 per cent of the bid accepted shall be payable by the successful bidder, in the manner indicated, within thirty days of the date of allotment letter conveying acceptance of the bid by the Chief Administrator; failing which the 10 per cent amount already deposited shall stand forfeited to the Authority and the successful bidder shall have no claim to the land or building auctioned. (3) The payment of balance of the price/premium, rate of interest chargeable and the recovery of interest shall be in the same manner as provided in sub-regulations (6) and (7) of Regulation 5. (4) The general terms and conditions of the auction shall be such as may be framed by the Chief Administrator from time to time and announced to the public before auction on the spot. Commencement and Period of Lease

7. Commencement and period of lease.

- The lease shall commence from the date of allotment or auction, as the case may be, and shall be for a period of 99 years. The lease may be renewed for such further period and on such terms and conditions as the Authority may decide.

8. Payment of ground rent and consequence of non-payment.

- In the case of disposal of land/building on lease hold-basis, in addition to the premium, in respect of land, the lessee shall pay ground rent as under :-(i) Annual ground rent shall be 2-1/2% of the premium for the first 33 years which may be enhanced by the Authority of 3- 3/4% of the premium for the next 33 years and to 5% of the premium for the remaining period of lease : Provided that in the case of lease of land/building for educational and charitable purposes, the authority may fix a lower rate of ground rent: Provided further that in the case of disposal of building, ground rent shall be charged on the premium on land alone and for purposes of calculating the premium on land the cost of construction on super-structure shall be reduced from the tentative premium of building determined under sub-regulation (1) of Regulation 4 and sub-regulation (1) of Regulation 6, as the case may be. The decision of the Chief Administrator shall, however, be final in this behalf. (ii) Ground rent shall be payable annually on the due date without any demand from the Estate Officer : Provided that the Estate Officer may for good and sufficient reasons extend the time for payment of ground rent up to 3 months on payment of interest on such rate as may be decided by the Authority from the due date up to the date of actual payment.

9. Deposit of unearned increase with the Authority.

- In the case of transfer of land/building disposed of on lease-hold basis, 50% of the unearned increase in the value of land, i.e., the difference between the premium and market value of the land building at the time of transfer shall be paid to the Authority before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or such other officers as may be authorised by the Chief Administrator. The lessee shall be entitled to produce evidence and to being heard.

10. Liability to pay additional price/premium.

(1) In the case of sale/lease of land/building by allotment the transferee or lessee shall be liable to pay to the Authority, in addition to the tentative price/premium, the additional price/premium, if any, determined in respect thereto under these regulations (2) The additional price/premium shall be payable by the transferee or lessee within a period of thirty days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator.

11. Failure to pay any instalment of premium, ground rent, unearned increase or any other dues.

- If any instalment of premium, ground rent, unearned increase or any other dues in respect of any lease of any land/building or both is not paid within 30 days from the date it falls due, the Estate Officer shall proceed against him in accordance with the provisions of Section 16 of the Act.

12. Failure to pay price or any instalment thereof.

- In case the price or any instalment thereof is not paid by the transferee within 30 days from the date it falls due, the Estate Officer shall proceed against such transferee in accordance with the provisions of section 17 of the Act.

13. Delivery of possession.

- The possession of the land shall be delivered to the transferee or lessee as soon as the [basic amenities within the area] [Substituted for the word 'development works in the area' by Haryana Government Gaz. No. 2004/25663 dated 19.7.2004.] where the land is situated are completed :Provided that in the case of sale/lease of undeveloped land/building, possession thereof shall be delivered within 90 days of the date of allotment.

14. Surrender of land by the transferee or lessee.

- If a transferee/lessee is unable to raise construction on the land disposed of to him due to certain compelling circumstances the Estate Officer may allow to surrender the land at his discretion,

subject to the policy guidelines laid down by the Chief Administrator from time to time. In the case of acceptance of surrender, the interest amount recovered from the transferee/lessee shall not in any case be refunded.

15. Transfer of rights in the land/building by the transferee or lessee.

- The transferee or lessee shall not transfer his right in the land/building except with the previous permission of the Estate Officer. The Estate Officer while granting such permission may impose such conditions, as may be decided by the Chief Administrator, from time to time.

16. Use of land/building.

- The transferee or lessee shall not use the land/building for a purpose other than that for which it has been disposed of to him; [Provided that the transferee or lessee of a land/building can use 25% of the built-up covered area of the building or 50 square meter, whichever is less, for rendering non-nuisance professional consultancy services with the prior permission of Chief Administrator on payment of fee which shall be as under: Total Fee

	.. Rs.
1. For Panchkula, Gurgaon and Faridabad Urban Estates	0.50 lacs
2. For Hissar, Rohtak, Bhiwani, Bhadurgarh, Sonapat, Rewari, Karnal, Panipat, Ambala, Kurukshetra, Yamunagar/Jagadhri Urban Estate	.. Rs. 0.30 lacs
3. For Hansi, Shahbad, Kaithal, Sirsa, Jind, Naraingarh and Dharuhera Urban Estates	.. Rs. 0.20 lacs

The permission will be given initially for a period of 5 years on payment of prescribed fee. The fee shall be recovered at 10% with application, 40% at the time of grant of permission and balance 50% after one year from the date of permission failing which the permission shall stand cancelled. However 10% rebate shall be given if payment is made in lump sum. The permission shall be renewed after a period of five years on the payment of renewal fee, equal to 10% of total fee which will be recovered in lump sum at the time of renewal.] [Added by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

16A. [Application to be made for rendering non-nuisance professional consultancy services. [Regulations 16-A & 16-B inserted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

- A person seeking permission from Estate Officer, Haryana Urban Development Authority concerned for rendering non-nuisance professional consultancy services in land/building disposed

of for residential purposes, should apply in Form 'H' to the Estate Officer, Haryana Urban Development Authority concerned.

16B. Permission for rendering non-nuisance professional services.

- The Estate Officer, Haryana Urban Development Authority concerned on considering the application within a period of 30 days subject to fulfillment of requirements may grant permission to the applicant in Form "I"].

17. Time within which building is to be erected.

- The transferee or lessee, shall complete the building within a period of two years from the date of offer of possession of the land, in accordance with the regulations regulating the erection of building: Provided that the time limit may be extended by the Estate Officer if he is satisfied that the failure to complete the building was due to causes beyond the control of the transferee or lessee.

18. Fragmentation.

- No fragmentation of any land or building shall be permitted.

19. Prohibition of obnoxious trade.

- No obnoxious trade shall be carried out in or on any land/building.

20. Conveyance or lease deed.

- [(i) On payment of full amount of the price of land/building, the transferee shall execute a deed of conveyance in the Forms 'D' and 'E' respectively, annexed to these regulations, as the case may be, in such manner, as may be directed in this behalf from time to time.] [Substituted by Haryana Government Gazette (Extra.) dated 8.3.2000 at Page 464.](ii) The lessee shall execute deed of lease in Forms 'F' and 'G' respectively annexed to these regulations as the case may be, in such manner, as may be directed in this behalf from time to time, within six months of the [payment of full premium] [Substituted by Notification dated 17.10.1979 Haryana Government Gazette (Extra.) at Page 1810.].

21. Payment of documental charges.

- The transferee or lessee, as the case may be, shall bear and pay all expenses or documental charges in respect of execution of deed of conveyance or lease, including the stamp duty and registration fee payable therefor.

22. Power of relaxation.

- The Authority may relax any of the provisions of the Regulation with prior permission of the State Government except insofar as such relaxation is not inconsistent with the provisions of the Act. Form A [See Regulation 5(1)] Application for Allotment by Sale or Lease of a Residential Site/building(s) in the Urban Area of _____ To The Estate Officer, Haryana Urban Development Authority. Dear Sir, I/We _____ request that I/we may be allotted a residential building site(s)/Building(s) as stated below in the Urban area of

Sector/Block	Size of site	Number of sites(s) or Building(s)	Sl. No. of site(s) or Building(s) in the order of preference in case the allotment is to be made on 'first come first served' basis
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2. Enclosed is a Demand Draft No. _____ dated _____ for an amount of Rs. _____ which is equivalent to _____ % of the tentative price/premium for the site(s)/Building(s) detailed in para 1 above as earnest money payable to the Estate Officer _____ and drawn on _____ Bank at _____.

3. If the site(s)/Building(s) or my/our preference as indicated in para 1 above is/are not available, I/We would like to :

(a) get the earnest money; or (b) get any other site(s)/Building(s) in the Sector applied for : failing which I would like to have the amount/earnest money back.

4. I/We agree to conform and abide by the terms and conditions as contained in the Haryana Urban Development Authority Act, 1977 and in the Rules and Regulations applicable thereunder.

Yours faithfully, Dated _____ Signature _____ The 19 _____ Name _____ Address _____
 _____ *Strike out what is not applicable Note :- No interest shall be payable on the money of the applicant for the period for which the same is lying with the Authority. (2) The address given in the application should be complete. Any change in the address should be notified to the Estate Officer by registered A.D. Letter. Form B [See Regulation 5(1)] Application for Allotment by Sale or Lease of an Industrial Site(s)/building(s) in the Urban Area of _____ To The Estate Officer, Haryana Urban Development Authority, Dear Sir I/We, _____ on behalf of _____ which is a sole Proprietorship/Partnership firm/Private Limited Company/Public Limited Company (or any other status to be clearly indicated. An authenticated copy of the certificate of registration and the resolution of the Board authorizing the applicant(s) to apply on behalf of Company to be attached) request that I/We may be allotted industrial site(s) Building(s) for setting up an industry, detail of which are given below:-

1. My/Our preference is for site(s)/building(s) as mentioned below :-

Sector/Block	Size of site in Hectares or description of building	Serial No. of site (s)/building(s)
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2. Enclosed herewith is the Demand Draft No. _____ dated _____ for an amount of Rs. _____ which is equivalent to _____ % of the tentative price/premium of the site(s)/Building(s) detailed in para 1 above as earnest money payable to the Estate Officer _____ and drawn on _____ Bank at _____.

3. (i) Type of industry to be stated

(ii) Whether licence necessary under Industrial Development and Regulation Act, has been obtained and if not, steps taken to secure the license be stated. If already secured, a copy of the licence be attached (b) In case of a Small Scale Industry whether registered with the D.I. (a copy of the registration certificate of be attached (c) (i) Estimated cost of the project and how to be met (ii) Whether foreign exchange is involved, if so, arrangements made to secure it (d) If capital has to be raised in market steps taken to secure it. (Permission of Controller of Capital issues for raising capital to be attached, if available) (e) Time to be taken for completion of the project (f) Details of staff to be employed (i) Managerial Staff _____ (ii) Technical Staff _____ (iii) Ministerial and labour personnel _____ (g) Copy of the proposed layout of the site indicating broadly the covered area under various Units of factory . _____ . (h) Is any foreign collaboration visualized, and if so, steps taken to secure it . _____ (i) Phased requirements of electric power _____

4. I/We agree to conform to and abide by the terms and conditions as contained in the Haryana Urban Development Authority Act, 1977 and in the rules and regulations applicable thereunder.

Dated _____ Yours faithfully, The _____ Signature(s)

Name(s) _____ Address(es) _____ Note :- (1) No interest shall be payable on the money of the applicant for the period for which the same is held by or lying with the Authority. (2) The address given in the application should be complete. Any change in the address should be notified to the Estate Officer by registered A.D. post. (3) Strike out whatever is not applicable. Registered Form C [See Regulation 5(3)] (Form of allotment letter, for allotment made on free-hold basis. To be used for residential/industrial/commercial plots/buildings disposed or by allotment only.) From The Estate Officer, Haryana Urban Development Authority To _____ Memo No. _____ Dated _____ Subject :-
Allotment by sale of _____ plot/building No. _____ Sector _____ at _____ on free-hold basis. Please refer to your application for the allotment of a _____ plot/building at _____.

2. Yours application has been considered and a plot/building, 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 site/building and the tentative price of the plot/building 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	Plot/building No.	Appr. dimension of description	Area in sq. Metres	Tentative price of the plot/building
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3. The plot is preferential/special preferential one and an extra price at @ 10 percent/20 per cent of the price mentioned in para 2 above is Rs.

_____.

4. In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter; failing which this allotment shall stand cancelled and the 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 alongwith an amount or Rs. _____ within 30 days from the date of issue of this allotment letter, which together with an amount of Rs. _____ paid by you alongwith your application form as earnest money, will constitute _____ per cent of the total tentative price.

6. The balance amount, i.e. Rs. _____ of the above tentative price of the plot/building can be paid in lump sum without interest within 60 days from the date of the issue of the allotment letter or in _____ half yearly/annual instalment. The first instalment will fall due after the expiry of six months/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at _____ per cent interest on the remaining amount. The interest shall, however, accrue from the date of offer of possession.

(6A)[The payment of instalment(s) on due date is mandatory. In case the payment of instalment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of instalment(s) irrespective of the fact whether the possession has been offered or not.] [Added by Haryana Government Gaz. No. 2004/36129 dated 29.11.2004.]

7. The possession of the site will be offered to you on completion of the [basic amenities within the area] [Substituted for the word 'development works in the area' by Haryana Government Gaz. No. 2004/25663 dated 19.7.2004.]. In the case of building or undeveloped land, the possession shall, however, be delivered within 90 days from the date of this letter.

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 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 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 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 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 per cent 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 of registration and stamp duty will be paid by you.] [Substituted by Haryana Government Gazette (Extra.) dated 8.3.2000 at Page 464.]

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% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in proviso to Regulation 16. No obnoxious trade shall be carried out in or on any land/building.] [Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

15. 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 or 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 leveling the uneven sites.

18. 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 if he is satisfied that non-construction of the building was due to reasons beyond your control, otherwise this plot is liable to the 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.

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 buildings, 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 reasonable manners after 24 hours' notice in writing enter in and upon any part of the said land/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 Act.

21. The Authority shall have full right, power and authority at all times to do through its officers 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 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 therewith or in any way relating thereto.

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

24. 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, Note : - (i) Any change in address must be notified by registered A.D. post _____, (ii) Strike out whichever is not applicable. Registered Form "CC" [See Regulation 6(2)] (Form of allotment letter, for allotment made on free-hold basis. To be used for residential/industrial/commercial plots/buildings disposed of by auction only). From The Estate Officer, Haryana Urban Development Authority. To Memo No. _____ Dated _____ Subject :- Allotment by sale of _____ plot/building No. _____ Sector _____ at _____ on free hold basis. Please refer to your bid for plot/building No _____ in Sector _____ at _____.

2. Your bid for plot/building No. _____ in Sector _____ at _____ has been accepted and the plot/building, 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 including terms and conditions as already announced at the time of auction and accepted by you.

Sector No.	Name of Urban Area	Plot/building No.	Appr. dimension or description as notified at the time of auction	Area in sq. Mtrs.	Price of plot/building
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3. The sum of Rs. _____ deposited by you as bid money at the time of bid will be adjusted against the said plot/building.

4. You are requested to remit Rs. _____ in order to make the price of the said plot/building within 30 days from the date of acceptance of your bid. The payment shall be made by a bank draft payable to the Estate Officer _____ and drawn on any scheduled bank at _____. In case of failure to deposit the said amount within the above specified period, the allotment shall be cancelled and the deposit of 10% bid money deposited at

the time of bid shall stand forfeited to the Authority, against which, you shall have no claim for damages.

5. The balance amount i.e. Rs _____ of the above price 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 _____ half yearly/annual instalments. The first instalment will fall due after the expiry of six months/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at _____ % interest on the remaining amount. The interest shall however, accrue from the date of offer of possession.

(5A)[The payment of instalment(s) on due date is mandatory. In case the payment of instalment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of instalment(s) irrespective of the fact whether the possession has been offered or not.] [Added by Haryana Government Gaz. No. 2004/36129 dated 29.11.2004.]

6. The possession of the site will be offered to you on completion of the development works 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.

7. 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.

8. In case the instalment is not paid by the 10th of month following the month in which it falls due, the Estate Officer shall proceed to take action for imposition of the penalty and resumption of the plot in accordance with the provision of section 17 of the said Act.

9. 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.

10. 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 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 any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the competent authority.

11. [On payment of 100 per cent of the tentative price of 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 of registration and stamp duty will be paid by you.]

12. [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% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in proviso to Regulation 16. No obnoxious trade shall be carried out in or on any land/building.]
[Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

13. 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.

14. 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.

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

16. 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 building. This time limit is extendable by the Estate Officer if he is satisfied that non-construction of the building was due to

reasons 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 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.

17. 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 under ground working, and to let down the surface of all or any part of the said site and to sink pits, erect buildings, 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 exception 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 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 times and in reasonable manners after 24 hours notice in writing enter in and upon any part of the said land/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the condition to be observed under the Rules/Regulations applicable under the said Act.

19. The Authority shall have full right, power and authority at all times to do through its officers 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 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 therewith or in any way relating thereto.

20. 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 and 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.

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

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.

_____ (Any other condition not incorporated above, but announced at the time of auction, to be indicated) _____ Estate Officer, Haryana Urban Development Authority, Note :- (i) Any change in address must be notified by registered A.D. Post. (ii) Strike out whichever is not applicable. Registered Form 'C-I' Uttarachal Amendment [See Regulation 5(3)] Form of Allotment Letter, for Allotment made on Leasehold basis To be used for residential/industrial/commercial plot/buildings disposed of by allotment only From The Estate Officer, Haryana Urban Development Authority. To _____ Memo No. _____ Dated _____ Subject : Allotment of _____ plot/building No. _____ Sector _____ at _____ on lease-hold basis. Please refer to your application for the allotment of a _____ plot/building at _____.

2. Your application has been considered and a _____ plot/building as detailed below, has been allotted to you on lease-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 site/building and the tentative premium of the plot/building given below, are, subject to the adjustment in accordance with the actual measurement at the time of delivery of possession.

Sector	Name of	Plot/Building	Appr. dimension or	Area in Sq.	Tentative
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No.	Urban Area	No.	description	Metres	premium of the plot/building.
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3. The plot is preferential/Special preferential one and an extra premium at the rate of 10 per cent/20 per cent of the price mentioned in para 2 above is Rs. _____

4. In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled and the 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 an amount of Rs. _____ within 30 days from the date of issue of this allotment letter, which together with an amount of Rs. _____ paid by you along with your application form as earnest money, will constitute _____ per cent of the total tentative premium.

6. The balance amount i.e. Rs. _____ of the above tentative premium 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 _____ half yearly/annual instalments. The first instalment will fall due after the expiry of six months/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance premium at _____ % interest on the remaining amount. The interest shall, however, accrue, from the date of offer of possession.

(6A)[The payment of instalment(s) on due date is mandatory. In case the payment of instalment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of instalment(s) irrespective of the fact whether the possession has been offered or not.] [Added by Haryana Government Gaz. No. 2004/36129 dated 29.11.2004.]

7. The possession of the site will be offered to you on completion of the [basic amenities within the area] [Substituted for the word 'development works in the area' by Haryana Government Gaz. No. 2004/25663 dated 19.7.2004.]. In the case of building or undeveloped land the possession shall, however, be delivered within ninety days from the date of this letter.

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 premium 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 premium determined shall be paid within thirty days of its demand.

10. 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), action under section 18 of the Act will be taken against you.

11. If you contravene any of the terms expressed or implied under the lease deed, you are liable to be proceeded against under section 18 of the Act.

12. You shall execute the deed of the prescribed form within six months of this letter. The charges for registration and stamp duty will be paid by you.

13. The lease shall commence from the date of allotment and shall be for a period of 99 years. The lease may be renewed for such further period and on such terms & conditions as the Authority may decide. In addition to the premium, you shall pay ground rent at the rate of 2-1/2 per cent of the premium for the first 33 years, which may be enhanced to 3-3/4 per cent of the premium for the next 33 years and to 5% of the premium for the remaining period of lease. The ground rent shall be payable annually on due date without any demand.

14. In the event of default in payment of ground rent, you are liable to be proceeded against under sections 16 and 18 of the Act.

15. All arrears of ground rent due shall be recoverable as arrears of Land Revenue.

16. You shall have no right to transfer by way of sale, gift, mortgage, or otherwise the plot/building or any right, or interest thereon till the full premium is paid to the authority, except with the prior permission of the competent authority. Provided that in the event of the sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover fifty percent of the unearned increase in the value of the plot as stipulated and amount of the lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said plot shall be final and binding on all parties concerned, provided further that the lessor shall have the pre-emptive rights to purchase the mortgaged or charged property after deducting 50 per cent of the unearned increase as aforesaid.

17. In the case of transfer of the plot/building, 50% (fifty per cent) of the unearned increase in the value of land at the time the site is sold or transferred, shall be payable to the Authority before registering such sale or transfer. The market value of such property for this purpose shall be assessed by the Estate Officer or such other Officer as may be authorised by the Chief Administrator.

18. The lessor's right to the recovery of 50% of unearned increase and the pre-emptive right to purchase the property shall apply equally to an involuntary sale or transfer whether it be by and through an executing or insolvency court.

19. [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% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in proviso to Regulation 16. No obnoxious trade shall be carried out in or on any land/building.]
[Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

- 20. Whenever the right or interest of the lessee in the plot is transferred in any manner whatsoever the transferee shall be bound by all the conditions imposed in this lease and shall be answerable in all respects therefor.**
- 21. Whenever the right or interest of the lessee in the plot is transferred in any manner whatsoever the transferor and the transferee shall, within 3 months of the transfer, give notice of such devolution to the lessor. The transferee of the person on whom the title devolves, as the case may be, shall supply the lessor certified copies of the document(s) evidencing the transfer of devolution.**
- 22. 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.**
- 23. 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.**
- 24. The Authority will not be responsible for levelling the uneven sites.**
- 25. 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 if he is satisfied that non-construction of the building was due to reasons beyond your control.**
- 26. 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 buildings, construct lines and generally appropriate and use the 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.

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

28. The Authority shall have full right, power and authority at all times to do through its officers 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 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 therewith or in any way relating thereto.

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

30. 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, Note :- (i) Any change in address must be notified by Registered A.D. post. (ii) Strike out whichever is not applicable. Registered Form 'C-II' [See Regulation 6(2)] Form of Allotment Letter, for Allotment made on Lease-hold basis [To be used for residential/Industrial/Commercial plots/buildings disposed of by auction only] From The Estate Officer, Haryana Urban Development Authority, To-----Memo No. _____ Dated _____ Subject :- Allotment of plot/building No. _____ Sector _____ at _____ on lease hold basis. Please refer to your bid for the plot/building No. _____ in Sector _____ at _____.

2. Your bid for plot/building No. _____ in Sector _____ at _____ has been accepted and the plot/building, as detailed below, has been allotted to you on lease 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, including terms and conditions as already announced at the time of auction and accepted by you.

Sector No.	Name of Urban Area	Plot/Building No.	Approximate dimension or description as notified at the time of auction	Area in sq. meters	Premium of the plot/building
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3. A sum of Rs. _____ deposited by you as bid money at the time of bid will be adjusted against the said plot/building.

4. You are requested to remit Rs. _____ in order to make _____ of the price of the said plot/building within 30 days from the date of acceptance of your bid. The payment shall be made by a bank draft payable to the Estate Officer _____ and drawn on any scheduled bank at _____. In case of failure to deposit the said amount within the above specified period, the allotment shall be cancelled and the deposit of 10% bid money deposited at the time of bid shall stand forfeited to the Authority against which you shall have no claim for damages.

5. The balance amount, i.e. Rs. _____ of the above premium 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 _____ half yearly/annual instalments. The first instalment will fall due after the expiry of six months/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance premium at _____ % interest on the remaining amount. The interest shall, however, accrue from the date of offer of possession.

(5A)[The payment of instalment(s) on due date is mandatory. In case the payment of instalment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of instalment(s) irrespective of the fact whether the possession has been offered or not.] [Added by Haryana Government Gaz. No. 2004/36129 dated 29.11.2004.]

- 6. The possession of the site will be offered to you on completion of the [basic amenities within the area] [Substituted for the word 'development works in the area' by Haryana Government Gaz. No. 2004/25663 dated 19.7.2004.]. In the case of building or undeveloped land the possession shall however, be delivered, within ninety days from the date of this letter.**
- 7. 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.**
- 8. In case the instalment is not paid by the 10th of the month following the month in which it falls due, action under section 18 of the Act will be taken against you.**
- 9. If you contravene any of the terms expressed or implied under the lease deed you are liable to be proceeded against under section 18 of the Act.**
- 10. You shall execute the Deed of lease in the prescribed form within six months of this letter. The charges for registration and stamp duty will be paid by you.**
- 11. The lease shall commence from the date of allotment and shall be for a period of 99 years. The lease may be renewed for such further period and on such terms and conditions as the Authority may decide. In addition to the premium, you shall pay ground rent at the rate of 2-1/2% of the premium for the first 33 years which may be enhanced to 3-3/4% of the premium for the next 33 years and to 5% of the premium for the remaining period of lease. The ground rent shall be payable annually on the due date without any demand.**
- 12. In the event of default in payment of ground rent, you are liable to be proceeded against under sections 16 and 18 of the Act.**
- 13. All arrears of ground rent due shall be recoverable as arrears of Land Revenue.**

14. You shall have no right to transfer by way of sale, gift, mortgage, or otherwise the plot/building or any right, or interest therein till the full premium is paid to the Authority, except with the prior permission of the competent authority. Provided that in the event of the sale or foreclosure of the mortgaged or charged property, the lessor shall be entitled to claim and recover fifty per cent of the earned increase in the value of the plot as stipulated and amount of the lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said plot shall be final and binding on all parties concerned :

Provided further that the lessor shall have the pre-emptive rights to purchase the mortgaged or charged property after deducting 50% of the unearned increase as aforesaid.

15. In the case of transfer of plot/building, 50% (fifty per cent) of the unearned increase in the value of land at the time the site is sold or transferred shall be payable to the Authority before registering such sale or transfer. The market value of such property for this purpose shall be assessed by the Estate Officer or such other officer as may be authorised by the Chief Administrator.

16. The lessor's right to the recovery of 50% of unearned increase and the pre-emptive right to purchase the property shall apply equally to an involuntary sale or transfer whether it be by and through an executing or insolvency court.

17. [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% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in proviso to Regulation 16. No obnoxious trade shall be carried out in or on any land/building.]
[Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.]

18. Whenever the right or interest of the lease in the plot is transferred in any manner whatsoever the transferee shall be bound by all the conditions imposed in this lease and shall be answerable in all respects therefore.

19. Whenever the right of interest of the lessee in the plot is transferred in any manner whatsoever the transferor and the transferee shall, within 3 months of the transfer, give notice of such evolution to the lessor. The transferee of the person on whom the title devolves, as the case may be, shall supply to the lessor certified copies of the documents evidencing the transfer of devolution.

20. 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.

21. 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.

22. The Authority will not be responsible for levelling uneven sites.

23. 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 if he is satisfied that non-construction of the building was due to reasons beyond your control.

24. 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 buildings, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things 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.

25. The Authority may by its officers and servants at all reasonable times and in reasonable manners after 24 hours' notice in writing enter in and upon any part of the said land/building erected thereon for the purpose of ascertaining that the allottee has duly performed conditions to be observed under the Rules/Regulations applicable under the said Act.

26. The authority shall have full right, power and authority at all times to do through its officers 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 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 therewith or in any way relating thereto.

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

28. 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.

_____ (Any other condition not incorporated above, but announced at the time of auction _____ to be indicated). Estate Officer, _____ Haryana Urban Development Authority, Note :- (i) Any change in address must be notified by registered A.D. post. (ii) Strike out whichever is not applicable. Form 'D' (See Regulation 20) Deed of Conveyance of Building/site sold by Allotment/Auction This deed of conveyance made the _____ day of _____, 19____ between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called 'the Vendor') of the part and Shri _____ son of Shri _____ residence of _____ in the district of _____ (hereinafter called 'the Transferee') of the other part. Whereas the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary rights;

Strike out if _____ And whereas the vendor has sanctioned the sale of the said land to the transferee in not _____ pursuance of his application dated _____ made under sub-regulation (1)

applicable of regulation 5 of the haryana urban development (disposal of land and buildings) regulations, 1978 (hereinafter referred to as the said regulation), to be used as a site for commercial/industrial/residential purpose in the urban area of _____.

Strike out if And whereas the vendee had applied by bid at public auction to the vendor for the said not land, belonging to the vendor, hereinafter described and the vendor had accepted

applicable the bid for the sale of said land to the vendee in the manner hereinafter appearing;

And Whereas the Vendor has fixed the tentative price of the said land sold by allotment at Rs.

_____ (Rupees _____). And Whereas the Vendor reserves the right to

enhance the tentative price in the case of land sold by allotment by the amount of the additional price determined in accordance with the said regulations; And Whereas the transferee, sold land by

allotment, has paid tentative price and agrees to pay the additional price in the manner hereafter appearing;

Now, therefore, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferee hereinafter contained and the said sum of rs. _____ (Rupees _____) paid

Applicable in case of sale by allotment only

by the transferee and the undertaking of the transferee to pay the additional price, if any, determined to be paid by the Transferee, within a period of thirty days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator, the Vendor hereby grants and conveys unto the Transferee all the piece and parcel of site No. _____ area in square meters _____ (square yards _____) and more particularly described in the plan filed in the office of the

Estate Officer and signed by the Estate Officer aforesaid and dated

the _____ day of _____ 19 _____ thereafter called the said land).

To have and to hold the same unto and to the use of the Transferee subject to the exceptions.

reservations, conditions and covenants hereinafter contained and each of them that is to say :-

(1) The transferee shall have the right of possession and enjoyment so long as he pays the additional price, if any, determined by the Vendor, within a period fixed as aforesaid and otherwise confirms to the terms and conditions of sale.

Applicable in case of sale by allotment only.

(2) The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price.

(3) The Vendor reserves to himself 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 Vendor 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 buildings, construct lines and generally appropriate and use the 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 hereinafter contained : Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface building on the said land by such works and workings or letting down as may be agreed upon between the Vendor and the Transferee or failing such agreement as shall be ascertained by reference to

arbitration.(4)Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.(5)The transferee shall have to complete the construction within two years from the date of offer of possession on the said land, in accordance with the relevant rules/regulations :Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the Transferee.(6)The transferee shall not erect any building or make any addition/alteration without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.(7)The vendor may by his 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 or building erected thereon for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.(8)The vendor shall have full right, power and authority at all times to do through officers 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 reservation herein contained and to recover, from the transferee as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(9)[The transferee shall not use the said land for any purpose other than that for which it has been sold nor shall he use the building constructed on it for a purpose other than that for which it has been constructed, except for rendering non-nuisance professional consultancy services in land/building disposed of for residential purpose to the extent of 25% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees as mentioned in proviso to Regulation 16.] [Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.](10)The transferee shall accept and obey all the rules, regulations and orders made or issued under the Act.(11)In the event of non-payment of the additional price within the fixed period by the transferee, or in the event of the breach of any other condition of sale, the Estate Officer may impose a penalty or resume the land, or both, in accordance with the provisions of the Act and the rules/regulations made thereunder. In the event of resumption, it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re- entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the transferee shall not be entitled to a refund of the sale price or any part thereof or to any compensation whatsoever on account of such re-entry except in accordance with the provisions of the Act.(12)All the disputes and differences arising out of or any way touching or concerning this deed 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 deed relates and that 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 parties to this deed.If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the vendor will secure the Transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless a different meaning shall appear from the context :-(a)The expression 'Chief Administrator' shall mean the Chief Administrator of the Authority, as defined in

clause (c) of section 2 of the Act.(b)The expression 'Estate Officer' shall mean a person appointed by the Authority under clause (1) of section 2 of the Act to perform the functions of Estate Officer under the Act in one or more than one Urban Area.(c)The expression 'Venor' used in these presents shall include, in addition to the Haryana Urban Development Authority and in relation to any matter of anything contained in or arising out of these presents, every person duly authorised to act or to re-present the Haryana Urban Development Authority in respect of such matter or thing;(d)The expression 'Transferee' used in these presents shall include, in addition to the said _____, his lawful heirs, successors, representatives, assignees, lessees and any person or persons in occupation of the said land or building erected thereon with the permission of the Estate Officer.In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter, in each case specified.Signed by the said _____ at _____ on the _____ (Transferee) day of _____ 19 _____.In the presence ofWitnesses

1. Name _____ Residence _____ Occupation _____

2. Name _____ Residence _____ Occupation _____

[One of these witnesses must be a Magistrate (with his court seal), if the deed is not executed before the estate Officer].

(Signature)Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority at _____ the _____ day of _____ 19 _____ (Estate Officer)In the presence of witnesses :-

1. Name _____ Residence _____ Occupation _____

(Signature)2. Name _____ Residence _____ Occupation _____

(Signature)Note :- Strike out whichever is not applicable.Form 'E'[See Regulation 20]Deed of Conveyance of Site and the Building erected thereon sold by Allotment/AuctionThis deed of conveyance made the _____ day of _____ 19 _____ between the Haryana Urban Development Authority through the Estate Officer (hereinafter called 'the Vendor') of the one part and Shri _____ son of _____ residence of _____ in the district of _____ (hereinafter called 'the Transferee') of the _____ other part.Whereas the site and the building erected thereon hereinafter described and intended to be hereby conveyed was owned by the Vendor in full proprietary rights;

Strike out if not applicable And whereas the Vendor has sanctioned the saleof the site and the building erected thereon to the Transfereefor the sum of Rs. _____ (Rupees _____) in pursuanceof his application dated _____ made under Sub-Regulation(1) of Regulations of the Haryana Urban Development (Disposal ofLand and Buildings) Regulations, 1978 (hereinafter referred toas the said Regulations), to be used forcommercial/industrial/residential purpose in the urban area of _____;

Strike out if not applicable And whereas the Transferee had applied by bid at public auction to the Vendor for the said site and the building erected thereon, belonging to the Vendor, has accepted the bid for the sale of said site and the building erected thereon to the transferee in the manner hereinafter appearing;

And whereas the Vendor has fixed the tentative price of the said site and the building erected thereon sold by allotment at Rs. _____ (Rupees _____). And whereas the Vendor reserves the right to enhance the tentative price in the case of site and the building erected thereon sold by the allotment by the amount of the additional price determined in accordance with the said regulations; And whereas the transferee, purchasing the site and building erected thereon by allotment, has paid the tentative price and agrees to pay the additional price in the manner hereinafter;

Now therefore, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants Transferee hereinafter contained and he said sum of Rs. _____ (Rupees _____) paid by the Transferee and the undertaking of the transferee to pay the additional price, if any, determined to be paid by the transferee, within a period of 30 days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator, the Vendor hereby grants and conveys upto the Transferee all that price or parcel of site No., area in square Meters (Sq Yards _____) and more particularly described in the plans filed in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the _____ day _____ of 19 _____ hereinafter called the said building

To have and to hold the same upto and to the use of the Transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say :-

Applicable in case of sale by allotment only (1) (a) The Transferee shall enjoy the right of possession and enjoyment so long as he pays the additional price, if any, determined by the Vendor, within the period fixed as aforesaid and the conforms to the terms and conditions of sale.

(b) The vendor shall have a first and paramount charge over the said buildings for the unpaid portion of the sale price, and the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the said building or the site upon which it has been erected or any right, title or interest therein (except by way of lease on monthly basis), without the previous permission in writing of Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time. (2) The vendor reserves to himself 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, workings, obtaining, removing and enjoying the same at all such times and in such manner as the vendor shall think fit, with power to carry out any surface or any underground workings, and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site for purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained : Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him 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 Vendor and the Transferee or

failing such agreement as shall be ascertained by reference to arbitration.(3)The transferee shall pay all and general local taxes, rates or cesses for the time being imposed or assessed on the said building by competent authority.(4)The transferee shall not re-erect, add to or alter the said building, except in accordance with the Regulations made or orders issued under the Haryana Urban Development Authority Act, 1977 (hereinafter referred "as the Act", without the written permission of the Estate Officer.(5)The vendor may by his 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 building for the purpose of ascertaining that the Transferee has duly performed and observed the covenants and conditions to be performed by him and observed under these presents.(6)The vendor shall have full right, power and authority at all times to do, through officers 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 herein contained and to recover from the transferee as first charge upon the said building the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.(7)[The transferee shall not use the said land for any purpose other than that for which it has been sold nor shall he use the building constructed on it for a purpose other than that for which it has been constructed, except for rendering non-nuisance professional consultancy services in land/building disposed of for residential purpose to the extent of 25% of the built-up covered area of the building or 50 square meters, whichever is less, with the prior permission of the Chief Administrator on payment of fees as mentioned in proviso to Regulation 16.] [Substituted by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.](8)The transferee shall accept and obey all the rules/regulations and orders made or issued under the Act.(9)In the event of non-payment of the additional price within the fixed period by the transferee, or in the event of any other condition of sale, the Estate Officer may impose a penalty or resume the building, in accordance with the provisions of the Act and the rules/regulations made thereunder. In the event of resumption, it shall be lawful for the Estate Officer, notwithstanding the waiver of any provisions cause or right for re-entry to enter into and upon the said building or any part thereof, to repossess, retain and enjoy the same as to his former estate and the transferee shall not be entitled to refund of the sale price or any part thereof or to any compensation whatsoever on account of such re-entry except in accordance with the provisions of the Act.(10)In the event of any dispute or difference at any time arising between the vendor and the transferee as to the true intent and meaning of these presents, and of each and every provisions thereof, the property and rights hereby reserved or any of them, or in any manner identical or relating thereto the said dispute, or difference shall be referred for arbitration to Chief Administrator or any officer appointed by him whose decision thereon shall be final and binding on the parties thereto.If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the Vendor will secure the Transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.And it is hereby agreed and declared that unless a different meaning shall appear from the context :-(a)the expression 'Chief Administrator' shall mean the Chief Administrator or the Authority, as defined in clause (c) of section 2 of the Act.(b)the expression 'Estate Officer' shall mean a person appointed by the Authority under clause (1) of section 2 of the Act to perform the functions of Estate Officer under the Act in one or more than one urban area.(c)The expression vendor used in the presents shall include, in addition to the Haryana Urban Development Authority and in relation

to any matter or anything contained in or arising out of these presents every person duly authorised to act or to represent the Haryana Urban Development Authority in respect of each matter or thing.(d)The expression 'Transferee' used in these presents shall include, in addition to the said _____ his lawful heirs, successors, representatives, assigns, lessees and nay person or persons in occupations of the said building with the permission of the Estate Officer.In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified.Signed by the said _____.at _____ on the _____ (Transferee) day of _____ 19 _____.In the presence of witnesses -

1. Name _____ Residence _____ [One of these witnesses must be a Magistrate (with his court seal) if the Deed is not executed before the Estate Officer]

Occupation _____ (Signatures)

2. Name _____ Residence _____ Occupation _____ Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority.

at _____ the _____ (Estate Officer) day of _____ 19 _____.In the presence of witnesses -

1. Name _____ Residence _____ Occupation _____

(Signature)2. Name _____ Residence _____ Occupation _____(Signature)Note

:- Strike out whichever is not applicable.Form 'F'(See Regulation 20)Deed of Lease of Building Site disposed of by Allotment/AuctionThis Deed made this _____ day of _____ 19 _____ (one thousand nine hundred and _____) between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called 'the lessor') of the one part And Shri _____ son of Shri _____ resident of _____ in the district of _____ (hereinafter called 'the lessor') of the other part.Strike out if not applicable. - Whereas the lessee has applied to the lessor, for the grant of lease of the plot of land, belonging to the lessor hereinafter described, and lessor has on the faith of the statement and representations made by the lessee, accepted such application and has agreed to demise the said plot to the lessee in the manner hereinafter appearing.Strike out if not applicable. - Whereas the lessee has applied by bid at public auction to the lessor for the grant of a lease of the plot of land, belonging to the lessor hereinafter described and the lessor has accepted such application and has agreed to demise the said plot to lessee in the manner hereinafter appearing;Strike out if not applicable. - And whereas the lessor has fixed the tentative premium of the said land disposed of allotment at _____ (Rupees _____).Applicable in case of disposal by allotment only - And whereas the lessor reserves the right to enhance the tentative premium in the case of land disposed of by allotment by the amount of the additional premium determined in accordance with the Haryana Urban

Development (Disposal of Land and Building) Regulations, 1978 (hereinafter referred to as the said Regulations); And whereas the lessee of, disposed of land by allotment, has paid the tentative premium and agrees to pay the additional price in the manner hereinafter appearing; Now This Deed Witnesseth that for the purpose of carrying into effect the said lease and in consideration of the covenants of the lessee hereunder contained and of the said sum of Rs. _____ (Rupees _____) paid by the lessee and the undertaking of the lessee to pay the additional premium, if any, determined to be paid by the lessee, within a period of 30 days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator, the lessor both hereby demise unto the lessee all that plot of land being the residential/commercial/industrial plot No. _____ Sector _____ area _____ in sq. Meters _____ area Sq. yds. _____ situated at _____ which plot more particularly described in the plans filed in the office of the Estate Officer _____ signed by the Estate Officer _____ on the _____ day of _____ 19 _____. Together with all rights, easements and appurtenances whatsoever to the said plot belonging or pertaining to hold the premises hereby demised unto the lessee for 99 years from the date of allotment and thereafter to hold the same for such further period and on such terms and conditions as the lessor may decide and YIELDING AND PAYING THEREFORE yearly ground rent at the rate of 2- 1/2% of the premium for the next 33 years of this lease and the rate of 3-3/4% of the premium for the next 33 years and to 5% of the remaining period of the lease. The ground rent shall start accruing from the date of issue of the allotment letter, namely, the _____ day of One thousand nine hundred _____ and shall become due on the first anniversary of the date of issue of allotment letter and be payable by the 10th day of the following month. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows :-(1)The lessee shall have no right to transfer by way of sale, gift, mortgage or otherwise the land or any right title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time.(2)The lessor accepts and reserves unto himself all mines, minerals, coals, goldwashing, earth, oils, and quarries in or under the plot and full rights and powers at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon, provided always that the lessor shall make reasonable compensation to the lessor for all damage directly occasioned by the exercise of the right hereby reserved or any of them.II. The lessee for himself, heirs, executors and administrators and assigns covenants with the lessor in the manner following, that is to say :-(1)The lessee shall pay without demand unto the lessor the yearly ground rent hereby reserved within the time herein before appointed and in the manner laid down in the said regulations.(2)The lessee shall not deviate in any manner from the layout plan not alter the size of the plot whether by sub-divisions, amalgamation or otherwise.(3)The lessee shall, within a period of two years from the date of offer of possession, after obtaining sanction to the building plan with necessary designs, plans and specifications from the Estate Officer, at his own expense, erect upon the plot and compete in a substantial and workmanlike manner residential/commercial/industrial building with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plans and to the satisfaction of the Estate Officer.(4)(a)The

lessee shall not sell or otherwise transfer his rights in the land or part thereof except with the previous permission in writing of the Estate Officer. The Estate Officer, while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time. Such a transfer shall be further subject to the condition that 50% (fifty per cent) of the unearned increase in the value of the land at the time the site is sold or transferred shall be payable to the Authority before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer or any other officer, as may be appointed by the Chief Administrator, whose decision shall be final and binding on the lessee.(4)(b)In the event of the sale or foreclosure of the mortgage or charged property, the lessor shall be entitled to claim and recover fifty per cent of unearned increase in the value of the plot as aforesaid and the amount of the lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said plot shall be final and binding on all parties concerned :Provided that the lessor shall have the pre-emptive rights to purchase the mortgage or charged property after deduction 60% of the unearned increase as aforesaid.(5)The Lessor's right to the recovery of 50% of unearned increase and the pre-emptive right to purchase the property as mentioned hereinabove shall apply equally to an involuntary sale or transfer whether it be by and through an executing or involuntary sale or transfer whether it be by and through an executing or insolvency court.(6)Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause (4) (a) above, the lessee shall be entitled to sublet the whole or any part of the building that may be erected on the plot for purpose of _____ only on a tenancy from month to month.(7)Whenever the right or interest of the lessee in the plot is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.(8)Whenever the right or interest of the lessee in the plot is transferred in any manner whatsoever the transferer and the transferee shall, within 3 months of the transfer, give notice of such transfer in writing to the lessor. In the event of the death of the lessee, the person on whom the title of the deceased devolved shall within 3 months of the devolution, give notice of such devolution to the lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the lessor certified copies of the document(s) evidencing the transfer of devolution.(9)The lessee shall from and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the plot hereby demised or any building to be erected thereon or on the landlord or tenant in respect thereof.(10)All arrears of ground rent and other payments due in respect of the plot thereby demised shall be recoverable in the manner as arrears of Land Revenue.(11)The lessee shall in all respects comply with and be bound by the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as 'the Act') as amended from time to time and the rules/regulations made thereunder.(12)The lessee shall not without sanction or permission in writing of the proper authority erect any building or make alteration or addition such building on the plot.(13)The lessee shall not without the written consent of the lessor, carry on or permit to be carried on, on the plot or in any building thereof any obnoxious trade or business whatsoever or use the same or permit the same to be used for any purpose other than that mentioned in this lease deed or do or suffer to be done therein anything whatsoever which in the opinion of the lessor may be a nuisance, annoyance, or disturbance to the lessor and persons living in the neighbourhood.(14)The lessee shall at all reasonable times grant access to the plot to the Estate Officer for being satisfied that the covenants and conditions herein

contained have been and are complied with.(15)The lessee shall on the determination of this lease peaceably yield up the said plot and the building thereon upto the lessor.(16)In the event of default in payment of ground rent, the lessee shall be liable to be proceeded against under sections 16 and 18 of the Act in case the instalment of premium or the additional price is not paid by the lessee by the due date, the lessee shall be proceeded against under section 18 of the Act.III. If the lessee contravenes any of the terms expressed or implied under this lease deed, he shall be liable to be proceeded against under section 18 of the Act.IV. No forfeiture or re-entry shall be affected until the lessor has served the lessee a notice in writing -(a)Specifying the particular breach complained of, and(b)If the breach is capable of remedy, requiring the lessee to remedy breach, and the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.V. All notices, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Administrator, and shall be considered as duly served upon the lessor or any person claiming any right to the plot if the same shall have been affixed to the building or erection whether temporary or otherwise upon the plot or shall have been delivered at present by post to the then residence, office or place of business of the lessee or such person.VI. All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this lease.VII. In this lease the expression "Chief Administrator" shall mean the Chief Administrator of the Authority, as defined in clause (e) of section 2 of the Act.VIII. The expression "The Lessor" and the "Lessee" hereinbefore used shall where the context so admits, include, in the case of lessor, his successors and assigns and in the case of lessee, his heirs, executors, administrators, or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified.Signed by the said _____ at _____ on the _____ day of _____ 19 _____.Lessor

One of these witnesses In the presence of witness :-1. Name _____ Residence _____ must be a Magistrate (with Occupation _____ (Signatures)2. Name _____ his court seal) if the deed is _____ Residence _____ Occupation _____ not executed before the _____ (Signatures)Signed by the said Estate Officer _____.

LESSEELessee at _____ on the _____ day of _____ 19 _____ Note :- Strike out whichever is not applicable.Form 'G'(See Regulation 20)Deed of lease of site and the Building erected thereon disposed of by Allotment/auction.This Deed made this _____ day of _____ 19 _____ (one thousand nine hundred and _____) between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called "the lessor") of the one part AND Shri _____ S/o _____ r/o _____ in the district of _____ (hereinafter called "the lessee") of the other part.

Strike out if not applicable Whereas the lessee has applied to the lessor,for the grant of a lease of the building, belonging to the lessor hereinafter described and the lessor has on

the faith of the statements and representations made by the lessee, accepted such application and has agreed to demise the said building to the lessee in the manner hereinafter appearing.

Whereas the lessee has applied by bid at public auction to the lessor for the grant of a lease of the building, belonging to the lessor, hereinafter described and the lessor has accepted such application and has agreed to demise the said building to the lessee in the manner hereinafter appearing.

Strike out if not applicable And whereas the lessee has fixed the tentative premium of the said building disposed of by allotment at _____. (Rs. _____ only).

Strike out if not applicable And whereas the lessor reserves the right to enhance the tentative premium in the case of land disposed of by allotment by the amount of the additional premium determined in accordance with the Haryana Urban Development (Disposal of Land & Building) Regulations, 1978 (hereinafter referred to as the said regulations);

Applicable in case of disposal by allotment only. And whereas the lessee, of disposed of building by allotment, has paid the tentative premium and agrees to pay the additional price in the manner hereinafter appearing;

Applicable in case of disposal by allotment only. And whereas the lessee, of disposed of building by allotment, has paid the tentative premium and agrees to pay the additional price in the manner hereinafter appearing;

Now This Deed Witnesseth that for the purpose of carrying into effect the said lease and in consideration of the covenants of lessee hereunder contained and of the said sum of Rs. _____ (Rupees _____ only) paid by the lessee and the undertaking of the lessee to pay the additional premium, if any, determined to be paid by the lessee within a period of 30 days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator, the lessor both hereby demise unto the lessee all that building being _____. Building No. _____ Sector _____ area in Sq. Metres _____ (Sq. Yds. _____) situated at _____ which building is more particularly described in the plans filed in the office of the Estate Officer _____ signed by the Estate Officer _____ on the day of _____ 19 _____. Together with all rights, easements and appurtenances whatsoever to the said building belonging or pertaining to hold the premises hereby demised unto the lessee for 99 years from the date of allotment and thereafter to hold the same for such further period and on such terms and conditions as the lessor may decide and yielding AND PAYING THEREFORE yearly ground rent at the rate of 2- 1/2 per cent of the premium for the next 33 years of the lease and at the rate of 3-3/4 per cent of the premium for the next 33 years and 5% the premium for the remaining period of the lease. The ground rent shall start accruing from the date of issue of re- allotment letter namely, the _____ day of _____ one thousand nine hundred _____ and shall become due on the first anniversary of the date of issue of allotment letter and be payable by the 10th day of the following month. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows :-

1. The lessee shall have no right to transfer by way of sale, gift, mortgage or otherwise the land or any right, title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time.

2. The lessor accepts and reserves upto himself all mines, minerals coals, gold-washing earth, oils and quarries in or under the plot and full rights and power at all time, to do all acts and things, which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for any building for the time being standing thereon, provided always that the lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the right hereby reserved or any of them.

II. The lessee for himself, heirs, executors and administrators and assigns covenants with the lessor in the manner following that is to say : (1) The lessee shall pay without demand unto the lessor the yearly ground rent hereby reserved within the time hereinbefore appointed and in the manner laid down in the said Regulations. (2) The lessee shall not sell or otherwise transfer his rights in the building or part thereof except with the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator from time to time. Such a transfer shall be further subject to the condition that 50% (fifty per cent) of the unearned increase in the value of land at the time the site is sold or transferred shall be payable to the Authority before registering such sale or transfer. The market value of the property for this purpose shall be assessed by the Estate Officer as may be appointed by the Chief Administrator, whose decision shall be final and binding on the lessee. (3) In the event of the permission being given the lessor shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the lease hold rights of the building at the time of transfer or assignment and decision of the lessor in respect of the market value of the said plot shall be final and binding on all parties concerned : Provided that the lessor shall have the pre-emptive rights to purchase the property after deducting 50% of the unearned increase as aforesaid. (4) The lessor's right to the recovery of 50% of unearned increased and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be and through an executing or insolvency court. (5) Notwithstanding the restrictions, limitations and conditions as mentioned in subclause (4) above, the lessee shall be entitled to sublet the whole or any part of the building for the purpose of _____ only on a tenancy from month to month. (6) Whenever the right or interest of the lessee in the building transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore. (7) Whenever the right or interest of the lessee in

the building transferred in any manner whatsoever, the transferer and the transferee shall, within 3 months of the transfer, give notice of such transfer in writing to the lessor. In the event of the death of the lessee, the person on whom the title of the deceased devolves shall within 3 months of the devolution, give notice of such devolution to the lessor. The transferee or the person on whom, the title devolves, as the case may be, shall supply the lessor certified copies of the document(s) evidencing the transfer of devolution.(8)The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which may at any time hereafter during the continuance of this lease be assessed, charged or imposed upon the buildings hereby demised or on the landlord or tenant in respect thereof.(9)All arrears of ground rent and other payments due in respect of the building hereby demised shall be recoverable in the same manner as arrears of Land Revenue.(10)The lessee shall in all respects comply with and be bound by the Haryana Urban Development Authority Act, 1977 (hereafter referred to as the Act), as amended from time to time and the Rules/Regulations made thereunder.(11)The lessee shall not without the written consent of the lessor, carry on or permit to be carried on, in the building at obnoxious trade or business whatsoever or use the same or permit the same to be used for any purpose other than that mentioned in this lease deed or so or defer to be done therein anything whatsoever which in the opinion of the lessor may be a nuisance, annoyance, or disturbance to the lessor and persons living in the neighbourhood.(12)The lessee shall at all reasonable times grant access to the building to the Estate Officer for being satisfied that the covenants and conditions contained herein have been and are being complied with.(13)The lessee shall on the determination of this lease peaceably yield up the said building unto the lessor.(14)In the event of default in payment of ground rent, the lessee shall be proceeded against under sections 16 & 18 of the Act. In case the instalment of premium or the additional price is not paid by the lessee by the due date, the lessee shall be proceeded against under section 18 of the Act.III. If the lessee contravenes any of the terms expressed or implied under this lease deed, he shall be liable to be proceeded against under section 18 of the Act.IV. No forfeiture or re-entry shall be affected until the lessor has served the lessee a notice in writing -(a)Specifying the particular breach complained of, and(b)If the breach is capable of remedy, requiring the lessee to remedy breach, and the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the lessor may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.V. All notices, orders, directions, consents or approval to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Chief Administrator, and shall be considered as duly served upon the lessor or any person, claiming any right to the building if the same shall have been affixed to the building or shall have been delivered at or sent by post to the then residence, office or place of business of the lessee or such person.VI. All powers exercisable by the lessor under this lease may be exercised by the Chief Administrator. The lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this lease.VII. In this lease the expressions "Chief Administrator" shall mean the Chief Administrator of the Authority, as defined in clause (e) of section 2 of the Act.VIII. The expression "The Lessor" and the "Lessee" hereinbefore used shall where the context so admits, include, in the case of lessor, his successors and assigns and in the case of the lease, his heirs, executors, administrators, or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.[Form 'H'] [Form 'H' added by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III

dated 2.2.1999.](See Regulation 16-A)Application for to be made for rendering non-nuisance professional consultancy services

1. Name of the Applicant/allottee _____.
2. Premises No., size, sector _____.
3. Urban Estate _____.
4. Details of built up area _____.
5. Copy of approved building plan showing duly marked area upon which mixed land use is applicable _____.
6. Whether occupation certificate has been issued, if so, attested copy thereof be attached _____.
7. Detail of profession _____.
8. Detail of anticipated visitors _____.
9. Working hours of consultancy _____.
10. Detail of fee, equal to 10% D.D. No., Name of Bank, Receipt No . _____.
11. Affidavit to the effect that he shall abide by all the terms and conditions, which shall be imposed by HUDA from time to time _____.

Signature of applicant _____ Place : _____ Date : _____ Note :- In case the applicant makes the total fee in lump sum, 10% rebate will be given. To The Estate Officer, Haryana Urban Development Authority, [Form 'T'] [Form 'H' added by Haryana Government Notification No. 1019 dated 12.1.1999, see Haryana Gazette Part III dated 2.2.1999.](See Regulation 16-B) From The Estate Officer Haryana Urban Development Authority, _____ To M/s/Sh./Smt.

_____ Memo No. ED :

PCS/_____ Dated : _____ Subject : Permission to provide Non-nuisance consultancy services in the residential premises. This is with reference to your application dated _____

2. Permission is hereby granted to provide _____ services, within the premises of your land/house bearing No. _____ Sector _____ Urban Estate _____. The above permission shall be subject to the following terms and conditions :

(1) You can use the premises of your house upto 25% of the covered area of the premises or 50 square metre whichever is less for the purpose. (2) Total fee payable for a period of 5 years is Rs. _____ which is payable in two instalments; as per detail given below :-(i) Rs. _____ after adjusting Rs. _____ paid with the application, within 30 days from the date of issuance of this letter. (ii) The Second instalment of Rs. _____ shall be deposited by _____ failing which the permission shall stand cancelled. (3) Water & Electricity charges for such premises to the extent that is being used for non-residential use would be charged at commercial rates. (4) The permission given by HUDA would be valid for a period of 5 years which may be renewed thereafter for a further period of 5 years on payment of renewal fee, @ 10% of total fee which will be recorded in the 6th year at the time of renewal. (5) The owner of a premises where mixed land is used permitted should accept any other condition such as restriction with respect to provision of parking, advertisement etc. (6) Haryana Urban Development Authority can withdraw the permission given for mixed land use at any point of time if the percentage area permitted under mixed land use is found to exceed the stipulated limit or for any other reason in the public interest. (7) That the permission shall also be governed by the provisions of Haryana Urban Development Authority Act, rules & regulations framed thereunder. (8) That the owner of buildings shall not further sublet/lease out the premises for which permission is being granted. Estate Officer, _____ Haryana Urban Development Authority.]