

Housing Board Haryana (Allotment, Management and Sale of Tenements) Regulations, 1972

HARYANA

India

Housing Board Haryana (Allotment, Management and Sale of Tenements) Regulations, 1972

Rule

HOUSING-BOARD-HARYANA-ALLOTMENT-MANAGEMENT-AND-SALE of 1972

- Published on 22 November 1972
- Commenced on 22 November 1972
- [This is the version of this document from 22 November 1972.]
- [Note: The original publication document is not available and this content could not be verified.]

Housing Board Haryana (Allotment, Management and Sale of Tenements) Regulations, 1972 Published vide Haryana Government Notification No. H.H.B. 72/6678 dated 22.11.1972 Published in Gazette Part 3 dated 28.11.1972 at page 739.No. H.H.B. 72/6678. - In exercise of the powers conferred by Section 74 of the Haryana Housing Board Act, 1971 (Haryana Act 20 of 1971) and of all other powers enabling it in this behalf, the Housing Board, Haryana with the previous sanction of the Government of Haryana, - vide their Memo No. 3796-Avas-40-72/35734, dated the 22nd November, 1972 hereby makes the following regulations, namely :-

1. Short title, application and commencement.

(1)These regulations may be called the "Housing Board Haryana (Allotment, Management and Sale of Tenements) Regulations, 1972."(2)They apply to the allotment of tenements constructed by the Housing Board, Haryana by way of sale or hire-purchase under :-(i)[Higher Income Group Housing Scheme; [Sub-clause (i) to (v) substituted by Notification dated 28.11.1975, published in Haryana Gazette Part III dated 13.1.1976.](ii)The Middle Income Group Housing Scheme;(iii)The Low Income Group Housing Scheme;(iv)The Economically Weaker Section Scheme; OR(v)Any other Scheme approved for the purposes of these regulations by the State Government.](3)They shall come into force at once.

2. Definitions.

- In these regulations, unless the context requires otherwise :-(a)"Act" means the Haryana Housing Board Act, 1971 (Haryana Act No. 20 of 1971);(b)"Allottee" means a person to whom a tenement is allotted in a building constructed under any scheme referred to in regulation 1(2) by way of sale or hire-purchase;(c)"Allotment Committee" means a committee constituted by the Board for the purpose of allotment of tenements in any building with a view to their absolute sale or sale on hire-purchase basis to allottees under these regulations;(d)"Applicant" means a person applying to the Board for allotment of a tenement under these regulations;(e)"Building" means any building constructed by the Board under any of the housing schemes referred to in Regulation 1(2);(f)"Hirer" means a person who has participated in the hire-purchase system and who has signed the Hire-Purchase Tenancy Agreement.(g)"Hire-Purchase" or "Hire-Purchase System" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments spread over a specified number of years during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the number of said years ceases to be a tenant and becomes owner after payment of all dues.(h)"Monthly Income" - The monthly income shall mean the aggregate monthly income of an individual and that of his/her spouse and dependent relatives including unmarried minor children.] [Substituted vide Haryana Notification dated 25.9.1992, published in Haryana Gazette Part III dated 27.10.1992 Page 316.](i)"Initial Instalment" means such amount of the purchase price of a tenement as the Board has determined or may determine and which an allottee is required to pay to the Board before occupying such tenement, regard being had to the cost of a tenement constructed under any scheme of the Board;(j)"Purchase Price" in relation to a tenement, in a building, means the price at which the Board may sell the tenement to an allottee by sale or hire-purchase, the amount being fixed for each case on the basis approved by the Board from time to time;(k)"Estate Manager" means an officer appointed for purpose of management of buildings constructed under any housing scheme;(l)"Secretary" means Secretary of the Board as defined in section 2(q) of the Haryana Housing Board Act, 1971;(m)[A person belonging to "Economically Weaker Section" means a person whose monthly income does not exceed Rs. 2,500/-, a person belonging to "Low Income Group" means a person whose monthly income exceeds Rs. 2,500/- but does not exceed Rs. 5,500/-, a person belonging to 'Middle Income Group' means a person whose monthly income exceeds Rs. 5,500/- but does not exceed Rs. 10,000/- and a person belonging to 'Higher Income Group' means a person whose monthly income exceeds Rs. 10,000/-.] [Substituted vide Haryana Government Gazetted Part III dated 6.3.2001.](n)["Minor" means the person below 18 years of age.] [Added vide Notification Haryana Government Gazette dated 26.3.1985 Page 149.]The meaning or interpretation of words, terms and conditions and definitions not given in the regulations shall have the same meaning and interpretation as given in the Act or the rules, regulations and bye-laws made thereunder.

3. Allotment and tenements.

- As soon as any building is ready for occupation, the Board may, subject to the provisions of these regulations, allot tenements in such building to persons who agree to purchase them in accordance with the provisions of these regulations.

4. Issue of notice for inviting applications and power of Board to allot tenement.

(1)The Board shall issue a notice in such newspapers as the Board may think fit for inviting applications from persons in need of residential accommodation in buildings constructed/likely to be constructed by the Board under any scheme before such date as may be specified in the notice.(2)The notice shall specify the location of the building, the number of tenements available for allotment, the class of persons for whom the number of tenements in any scheme is reserved, the amount payable as earnest money as provided in sub-regulation (3), amount of initial payment to be made to the Board towards purchase of the tenement, payment of the balance of the purchase price to the Board either in lump sum or in such instalments together with such interest as may be determined by the Board, the amount of each instalment/monthly instalment together with interest in respect of each tenement, the stamp and registration charges, the last date for submission of applications and such other particulars as the Board may consider necessary.(3)Every applicant shall deposit in the office of the Board such earnest money as may be determined by the Board from time to time and shall enclose with his application the receipt obtained in token of such deposit. The earnest money shall be refunded to the applicant if a tenement is not allotted to him.(4)Where the tenements are reserved for any class of persons as specified in the notice issued under clause (1) the procedure to be followed for allotment of such tenements shall be such as may be determined by the Board from time to time.(5)[Omitted.] [Omitted by Haryana Notification dated 14.10.1981 - See Haryana Gazette (Extra) dated 21.10.1981.](6)[A tenement may be allotted to the person of the prescribed category subject to the condition :-

1. That he is resident of Haryana or is a person who is working in Haryana for atleast six month on the date of application or is an employee of Haryana or Central Government, Faridabad Complex, any Board, Corporate Body working under the control or supervision, of Haryana Government or the Government of India, or an Ex-serviceman, or a retired Haryana Government Servant.

2. That the applicant in his/her name or in the name of his/her wife/husband and any of his/her dependent relatives including unmarried children should not own a house in full or in part on a free hold basis, anywhere in India. Similarly, a person who has a residential site anywhere in India through Government/Semi Government/Municipal Committee/Corporation/Improvement Trust on concessional rates in his/her own name or in the name of his/her wife/husband or any of his/her dependent relatives including un-married child will not be eligible to apply to the Board for the allotment of house.

3. The applicant must be a citizen of India.

4. The applicant must have attained the age of majority at the time of registration.

5. An eligible person, his or her spouse, or any of his/her dependent member cannot submit more than one application under the Scheme :

Provided that if the number of applications received is less than the tenements available for the allotment inspite of repeating the advertisement, then the tenements may be allotted even to those persons who are otherwise not eligible.] [Substituted by Notification No. 66/9/HHB dated 30.04.1984.](7)[A tenement may be allotted to the person of the prescribed category subject to the condition :E.W.S. and L.I.G. Categories :(i)That he is a resident of Haryana or is a person who is working in Haryana for at least six months on the date of application or is an employee of Haryana Government or Central Government, Municipal Corporation of Faridabad, any Board, Corporate Body working under the control of Haryana Government or the Government of India or an Ex-serviceman or a retired Haryana Government Servant.(ii)That the applicant should not own a house in Haryana, Delhi or Chandigarh either in his/her name or in the name of his/her wife/husband or in the name of his/her dependent relatives including unmarried minor children. However, applicant owning ancestral house in a village or a share in urban or rural property is eligible to apply.M.I.G. and H.I.G. Categories :(i)The applicants of reserve categories namely Scheduled Castes, Handicapped, Blind Persons, Backward Classes, Freedom Fighters, Disabled Servicemen, War Widows and Widows should be domicile of Haryana.(ii)The applicants for which reservation is provided under Regulation 7 should not own a house in Haryana in his/her name or spouse's name or in the name of any dependent family members.For all Categories :(i)The applicant must be a citizen of India.(ii)The applicant must have attained the age of majority at the time of registration.(iii)An eligible person, his or her spouse, or any of his/her dependent member cannot submit more than one application under the scheme.Provided that if the number of applications received is less than the tenements available for the allotment inspite of repeating the advertisement, then the tenements may be allotted even to those persons who are otherwise not eligible.] [Substituted by Notification No. 1/2/2000-4HG dated 24.4.2001.]

5. Application for tenements.

(1)Any person desiring to purchase a tenement in any building by way of sale or hire-purchase may, in pursuance of the notice published under regulation 4, make an application to the Board in the form prescribed by the Board. [-] [See Haryana Government Gazette Part III dated 10.8.1976 page 297.](2)[No application shall be accepted by the Board unless it is received on or before the date specified in the notice or the date extended from time to time and the applicant pays the amount with the application at the time of registration as provided in the notice published under regulation 4. The applicant shall not be entitled to any interest on the amount paid with the application at the time of registration where the Board allots him a house within a period of two years from the closing date of registration or where the applicant chooses to withdraw his application within a period of

two years which will be governed by the provisions of regulations 12. In other cases, where the Board fails to allot houses within a period of two years from the closing date of registration, interest on amount paid with the application at the time of registration shall be payable for the period after the expiry of two years from the closing date of registration to the date of allotment or date of refund, whichever is earlier, at the rate applicable in the case of saving bank accounts of the nationalised banks :Provided that if the Board is satisfied that the delay in submission of an application was on account of good and sufficient reasons, it may condone the delay.] [Sub-clause (i) to (v) substituted by Notification dated 28.11.1975, published in Haryana Gazette Part III dated 13.1.1976.]

6. Register of applications.

- On acceptance of an application under regulation 5, the Board shall enter each application in the register maintained for the purpose, in the order in which each application is accepted and shall pass a receipt to the applicant in token of having received the application.

7. Drawing of lots for purposes of allotment.

- Allotment of houses shall be made by "draw of lots" or by such other manner as may be determined by the Board. Unless otherwise provided or specified by the Board, out of total number of houses, reservation in favour of applicants shall be to the extent of :

Serial No.	Categories	Reservation
1	Depositors of 25% of the total cost and any amount over and above 25% including full cost at the time of registration.	4.00%
2	Haryana State Government Employees - (i) Haryana State Government Employees who have more than 5 years of service at application to retire 3% (ii) Haryana State Government Employees who have 5 years or less service according to rules relating to their superannuation 2%	5.00%
3	Retired Haryana Government Employees	2.00%
4	*[Housing Board Haryana Employees (Spill over houses shall go to State Government Employees referred to in Column No. 2 (ii)]	2.00%
5	Scheduled Castes	18½%
6	Handicapped and Blind persons	1½%
7	War widows, disabled servicemen, Ex-servicemen, serving military personnel and their wives, I.A.F. benevolent Association Freedom fighters and G.R.E.F. personnel ***[..]	10.00%
8	Backward Classes	5.00%
9	Widows (excluding war widows)	2.00%
	Total	50.00%

* Substituted vide Haryana Government Gazette Notification dated 24.10.1990 published on 30.11.1990.** Deleted vide Haryana Government Gazette Notification dated 24.10.1990 published on 30.11.1990.*** Deleted vide Haryana Government Gazetted Notification dated 24.10.1990 published on 30.11.1990. Provided that if sufficient applicants are not forthcoming from any of the reserved category mentioned above, the balance of the reserved houses shall be allotted to the applicants in the general category except for category 4 mentioned above. The spill over applicants in category 1 to 9 above shall go to general category. The allotment of remaining houses after the allotment to the applicants belonging to the preferential category referred to at 1 to 9 above shall be made to the applicants of general category. Explanation. - That reservation provided in category 3 above will not be applicable to dismissed and pre-mature retired Government Servants.

8. Allotment of tenements.

(1) Subject to the provisions of these regulations, the Estate Manager shall examine the applications together with their accompaniments of successful applicants, and shall, unless there are reasons to act otherwise (such reasons being recorded in writing), allot tenements to applicants in the order in which their names are entered in the list of successful applicants; Provided that, each applicant has paid the deposit and made the initial payment and has complied with, or has agreed to comply with the terms and conditions of the housing scheme, the terms of allotment and the provisions of these regulations. (2) The decision of the Estate Manager in allotting tenements shall, subject to an appeal to the Chairman be final and binding on the applicants.

9. Power of Board to allot.

- Notwithstanding anything contained in these regulation, the Board may of its own or in accordance with the directions of the State Government allot any tenements in any building to any persons provided that such persons agree in writing to abide by the terms of allotment and the provisions of these regulations.

10. Allotment letter, conditions of allotment etc.

(1) After the allotment of tenements is finalised the Estate Manager shall issue an allotment letter informing the allottee that it is proposed to allot to him the tenement on the terms and conditions specified in the letter, and asking him to call at the concerned office of the Board and take delivery of the authority letter and to take over possession of the tenements within the period specified in the letter. (2) On receipt of an allotment letter, the allottee may, within the period specified in the letter, accept the allotment of a tenement and shall execute a hire-purchase tenancy agreement of required by the Board, and shall comply with the terms and conditions of such agreement. (3) Notwithstanding anything contained in the notice inviting applications, if after receipt of final bills for the construction of tenements on payment of interest on the amount of loans taken for the construction of such tenements or for expenditure incurred for supervision, the Board considers it necessary to revise the price already specified in the notice, it may do so and determine the final price payable on allotment and all allottees in relation to the tenements aforesaid shall be bound by such determination and they shall pay difference, if any, between the final price so

determined and the price paid by them including price paid in lump sum. Premium may also be charged for more advantageously situated tenements in the discretion of the Board as determined from time to time.(4)After the tenements are finally accepted, the Estate Manager shall prepare an allotment register and enter therein the names of allottees according to the number of the tenements allotted to them.(5)[In case the amount demanded after draw of lots or at the time of issue of allotment letter or any other amount is not be paid by the allottee/applicant within the stipulated period, the same may be accepted within extended period along with interest 1% higher than the lending rate by the Commercial Banks (Nationalised Banks).]

11. General liability of allottees.

(1)Every allottee shall regularly pay to the Board the instalment due from him in respect of the purchase price of the tenement allotted to him. He shall also pay municipal taxes, water and electricity charges, ground rent, his share of common services (e.g. common lights, sweeper, watchman and the like) and other public charges, due in respect of the land and the building occupied by him to the authorities to whom such taxes and charges are due.(2)The allottee or hirer under the hire-purchase system shall hold the tenement as a tenant for the Hire-Purchase period and shall regularly pay the monthly rent (instalment) for every calendar month till the expiry of hire-purchase period :Provided that on receipt of an application from the hirer, the Board may permit the payment of the hire purchase price outstanding to the date of such application together with interest or other dues, if any, to be made in lump sum and no interest shall be charged from the date of such payment.(3)The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulations. If any such payment is delayed, he shall be liable to pay a penalty at the rate of one per cent per month. In case of defaults of more than two months, the tenancy shall stand determined and the hirer shall be liable to be evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue. The proceedings of eviction shall be governed by the provisions of Chapter VI of the Act :Provided further that in the case of eviction, the amount already deposited by the hirer shall be utilised for recovering all dues whatsoever of the owner as the first charge and all the dues of the public bodies as the second charges and only the remainder shall be refunded to the hirer on his demand.(4)On payment of the first instalment and such other dues as shall have been demanded by the Board, the hirer shall execute a hire-purchase agreement in the form "A".(5)Notwithstanding that the right, title and interest of the Board in the building have not been transferred to the allottee, he shall be bound to keep the tenement in as good condition as it was at the time when he was put in possession thereof, subject to only changes caused by reasonable wear and tear or irresistible force, and shall be responsible to maintain and keep in good and tenantable repair, the building and all the land appurtenant thereto. On the failure of the allottee to do so, the Board shall maintain and keep in good and tenantable repair the building and the land aforesaid and expenses so incurred shall be recovered from him.(6)Every allottee shall so long as the building containing tenements belongs to the Board and is not transferred to the allottees, allow any Officer duly authorised by the Board at all reasonable time to enter upon the tenement allotted to him and inspect the condition thereof, and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the allottee or his servant or agent, the allottee shall be bound to make it good within one month after such notice has been left or given.Explanation. - Reasonable time shall

mean any time between sun-rise and sun-set.(7)The allottee may use the tenement allotted to him as a person of ordinary prudence but shall not use nor permit any other person to use the tenement for a purpose other than that for which it is allotted to him; and he shall not damage the tenement or commit any other act which is destructive or permanently injurious to erect, so long as the tenement belongs to the Board and is not transferred to him.[12. Refund of amount of initial payment. - If the applicant withdraws his application till the date of offer of house by the Board, 10% of the amount deposited with application at the time of registration shall be forfeited to the Board and balance refunded to him without any interest.] [Substituted by Haryana Gazette Part III dated 11.4.2000 Page 56.][13. Consequences on failure of allottee to take possession. - Where any applicant is allotted a tenement under these regulations but he fails to take possession of the same within a period of thirty days from the date of receipt of the allotment letter issued to him or surrenders the same at any time, his name shall be removed from the allotment register and 50% of the amount deposited with the application at the time of registration shall be forfeited to the Board and balance refunded to him without interest.] [Substituted by Haryana Gazette Part III Page 56 dated 11.4.2000.]

14. Use and Maintenance of tenement.

(1)No allottee shall have more than one cooking arrangement in the tenement;(2)No allottee shall use the tenement for purpose other than residence;(3)No allottee shall sublet the whole or any part of the tenement without the express permission of the Board.

15. Saving.

- Save as otherwise expressly provided by these regulations and any documents or instruments executed by an allottee with the Board so long as the tenement together with the land appurtenant thereto belongs to the Board and is leased to the allottee, no tenement shall be transferred by sale or exchange by any allottee except with the previous permission in writing of the Board on such terms and conditions as are agreed to between the Board and the transferee and the transferee has complied with the same to the satisfaction of the Board, and the transferee shall then be deemed to be an allottee for the purposes of these regulations :Provided further that the transferred allottee shall be liable to the Board in respect of all the unpaid instalments and all other amounts due if any, in respect of the tenement so transferred together with the interest due thereon.Form "A"[See Regulation 11(4)]Hire-Purchase Tenancy AgreementThis Indenture made this _____ day of _____ One thousand nine hundred and _____ between the Housing Board Haryana constituted under the Haryana Housing Board Act, 1971 (Act No. 20 of 1971) (hereinafter called the owner and includes its successors and assigns) of the one part and Shri _____ (hereinafter called the hirer which expression shall unless inconsistent with the context or meaning, include, as hereinafter provided, the nominee approved and failing which his heirs, executors, administrators, legal representatives and permitted assigns) of the other part.Whereas in pursuance of the _____ (hereinafter called the Regulations), the hirer has separately applied to the owner for allotment of a house under the Hire-Purchase Scheme and the owner has agreed to allot a house to the hirer upon the terms and conditions hereinafter set forth.And Whereas the total cost of the tenement works out to Rs. _____ (Rupees ____).And Whereas the hirer has already paid Rs.

_____ (Rupees _____ only) as hire-purchase deposit. And Whereas the hirer has paid Rs. _____ (Rupees _____ only) one month's rent by way of monthly instalment and which is hereby acknowledged to be the first instalment. Now these presents witness that the owner hereby convenient and agree with the hirer and the hirer doth hereby convenient and agree with the owner in manner following that is to say :-(1)The hirer shall be put in possession of the property in the form of house bearing No. _____ situated in _____ Estate of the Housing Board, Haryana at _____ and more particularly described in Schedule I hereunder written and with boundaries thereof for greater clearness delineated on the plan annexed hereto as Schedule II and thereon coloured and shown in red; only after he has duly executed this agreement.(2)The hirer shall hold the said property as a tenant for the Hire-Purchase period which is fixed term of _____ years commencing from the first day of the month of _____ years commencing from the first day of month of _____ of the year one thousand nine hundred and _____ and ending on the last day of the month of _____ of year _____ subject to the following conditions : (a)The hirer shall pay without waiting for any demand from the owner the monthly rent (instalment) Rs. _____ (Rupees _____ only) on or before the 10th day of each month at the office of the owner, the first of such payment has already been made by the hirer mentioned hereinabove and the same is considered to be taken as monthly rent (instalment) of the month of _____ and the next such payment is due and payable on or before the 1st day of the month of _____ of the year _____ and so on subsequently for every calendar month till the expiry of the hire-purchase period. (b)The hirer shall, as laid down in the Regulations, pay all rates, taxes, fees, charges, assessments, municipal or otherwise, and other levies of whatsoever nature levied upon the said property hereby rented, upon the landlord or tenant in respect thereto by the local body or by the State or Central Government direct to the authorities concerned. (c)The hirer shall during the said term repair (which expression shall include usual and necessary annual internal and external painting, colour and white-washing), clean and keep in reasonable good order and condition at his own cost to the satisfaction of the owner or such person as the owner may appoint for the purpose the said property together with the installations thereto relating to water-supply, drainage, electricity and any such other services. (d)The hirer shall not without the written permission of the owner carry on or permit to be carried on within the said property any trade or business whatsoever or permit the same to be used for any purpose other than that for residential use or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, annoyance or disturbance to the owner or the occupiers of other houses in the same building or in the neighbourhood. (e)The hirer shall permit the owner or any person authorised in this behalf by the owner at all reasonable time of day during the term hereby granted to enter into and upon the said property and to inspect the state of repairs thereon and if upon such inspection, it shall appear to the owner that any repairs, whether current or special are necessary, the owner may direct the hirer to execute the repairs : Provided that on his failure to do so within reasonable time, the owner may execute them at the expense of the hirer which expense the hirer hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final) shall fix in that behalf. (f)The hirer shall permit the owner or any person authorised by the owner to enter into and upon the said property with such workmen as may be necessary for the purpose of laying, repairing or placing the water pipe line, sewage line or any electric supply line or any service line for any work connected therewith as also for the purpose of

making any connection to the other properties from any service line laid in the said property.(g)The hirer shall not make or permit to be made any alterations or additions to the said property without prior permission in writing of the owner and also the sanction or permission in writing of the local authority concerned :Provided that the owner may at his discretion refuse such permission for any additions or alterations whatsoever and his decision in that behalf shall be final.(h)The hirer shall not sell, transfer, assign or otherwise part with the possession of the whole or any portion of the said property without the previous consent in writing of the owner which it shall be entitled to refuse in its absolute discretion :Provided that in the event of the consent being given, permitted transferee or assignee as the case may be shall be bound by the terms and conditions herein contained and be answerable to the owner in all respects therefor :Provided further that no such assignment or transfer shall be valid or permissible where the assignee or the transferee is a person who does not fulfil the requirements of eligibility as provided in the Regulations.(j)The hirer shall during the term of this tenancy abide by the tenancy stipulations contained in Schedule III hereunder written.(k)The hirer shall discharge all responsibilities developing on him under the Regulations, which will be deemed to be the part of these presents and which are hereby agreed to between the parties to this agreement.(l)The hirer shall be precluded from making a complaint, raising objections or setting up claims regarding the property at any stage for any reasons whatsoever as expressly provided in the Regulations in respect of "Property Circumstances".(m)The hirer shall pay every month service charges for maintenance of common portions and common services to the owner along with the monthly rent if the owner undertakes to discharge such functions. The amount of such service charges shall be determined by the owner and the decision of the owner in this behalf shall be final and binding on the hirer.(n)No claim can be brought against the interest of the hirer in the said property, nevertheless the hirer hereby indemnifies the owner in respect of any such eventualities.(o)The hirer hereby absolves the owner from any liability in case of damage to or destruction of the said property as a consequence of any accident of whatsoever nature :Provided that it shall be the duty of the hirer while this agreement is in force to see that the house is maintained in the same condition, except fair wear and tear, in which it was originally handed over. In case of any damage, by any act of nature or by fire, it shall be the duty of the hirer to get necessary repairs carried out in order to restore the house to its original condition. The house shall be compulsorily insured against the risk of fire with an insurance company approved by the Board :Provided further that in case of damage by fire, the whole sum paid by the insurance company, shall be utilised by the Board for the reconstruction of a similar type of house, as far as possible on the same site. Any additional amount required to complete the house, shall be the exclusive liability of the allottee.(p)The hirer shall, by writing under his own hand, nominate during his life time the nominee whom he wishes to transfer his share or interest in the property including his rights in the future ownership of the house in the event of his death and deposit the same with the Chairman. The owner shall effect the transfer accordingly on receiving a proof of the death of the hirer which will be subject to all subsisting liabilities and obligations of the hirer towards the owner. The nomination so made may be revoked and another substituted in the same manner as aforesaid by the hirer :Provided that in the absence of such nomination by the hirer, the hirer/heirs of the hirer shall be accepted by the owner as the beneficiary/beneficiaries of these presents.(q)The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulations. If any such payment is delayed, he shall be liable to pay a penalty at the rate of 1 per cent per month. In case of defaults of more than two months, the tenancy shall stand

determined and the hirer shall be liable to be evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue.(r)If the hirer uses the property or common portions and common services in such a way as to cause damage to or deterioration or malfunctioning of the same, the hirer shall pay to the owner the expenses of rectification of such damage, deterioration or malfunctioning.(s)The hire-purchase deposit shall be retained by the owner and the hirer shall be precluded from making any demand on it for meeting any of his liabilities whatsoever:Provided further that in the case of the permitted transfer, the adjustment of the said deposit will be made as a special case in the sole discretion of the owner on the merits of each case :Provided still further that in the case of eviction, the said deposit shall be utilised for recovering all the dues whatsoever of the owner as the first charge and all the dues of the public bodies as the second charge and only the remainder shall be refunded to the hirer on his demand.(t)In case the hirer wishes to terminate the tenancy hereby granted of his own accord before the expiry of the hire-purchase period the hirer shall give three months notice to the owner for the same and the owner shall recover all the dues as well as losses arising out of such termination by the hirer of this agreement from the hire purchase deposit of the hirer and the hirer will be entitled to receive the remainder as determined by the owner only after the hirer has duly handed over possession of the said property to the owner. The decision of the owner in this respect shall be final and binding.(u)Notwithstanding anything hereinbefore contained, if there shall have been, an inquiry after hearing the party concerned, in the opinion of the owner (whose decision shall be final and binding) any mis-statement or any concealment of material facts by the hirer in the application given by him for allotment of the house it shall be lawful for the owner to evict the hirer and take possession of the house and thereupon this agreement shall stand determined and the hire-purchase deposit shall stand forfeited to the owner.(v)The owner hereby agrees that the hirer making all payments due from him in accordance with these presents and performing and observing all the conditions herein contained shall peacefully hold and enjoy as a tenant of the said property during the said term except for any lawful interruption or disturbance by the owner or any person lawfully claiming under it.(w)[If after the receipt of the final bills for the construction of tenement or as the result of land award or arbitration proceeding or enhancement in cost of land on any account, the Board considers it necessary to revise the price, already specified, it may do so and determine the final price payable by the hirer who shall be bound by this determination and shall pay dues, if any, between final price so determined and price paid by him including the price paid in lump sum, provided that no change in the price shall be made after 7 years from the date of allotment. [Substituted vide Haryana Government Gazttee dated 15.3.1985.]It is further provided that the restriction of 7 years shall not be applicable in case or any execution due to judicial order and arbitrator's awards.](x)[During the pendency of this agreement, the owner shall have a right to create a mortgage of house/flat under this agreement in favour of the Housing and Urban Development Corporation, Ltd., New Delhi or any other body for securing the loans obtained by the owner from the said corporation or any other body for undertaking various housing, building material and commercial schemes. The hirer agrees to this conditions and undertakes not to raise objection in any way whatsoever to this arrangement.] [Substituted vide Haryana Government Gazttee dated 23.11.1976.](y)[The allottee/hirer/owner shall be governed by the Haryana Urban Development Authority Act, 1977, Haryana Municipal Act, 1973 or any Act of any other concerned Local Authority and Rules and Regulations made thereunder in so far as they relate to unauthorised construction, violation of building or zoning regulations, the making of an unauthorised entry or exit or encroachment on a public street, park or open space, or

use of the premises for any use other than a residential use.] [Substituted vide Haryana Government Gazette dated 31.10.1989.](3)[The owner hereby agrees after the expiry of the hire purchase period to transfer the said property to the hirer by executing conveyance deed with him in the prescribed form provided that he has paid all the dues of the owner and of the public bodies, if any, prior to such execution. The hirer thereafter shall cease to be tenant and become the owner of property subject to the provisions of the said conveyance deed. If any dispute or difference of opinion arises regarding interpretation of the wordings of the said regulations or the agreements made thereunder or any decisions taken or proposed to be taken in accordance with the said regulations or agreements, the Chief Administrator shall take a decision and such decision shall be final and binding on the hirers.] [Substituted by Notification dated 19.12.1983 and was published in Haryana Government Gazette Part I dated 3.1.1984.]

I

The property includes various parts particularly given hereunder with their internal dimensions;
-The over all dimensions from outside are as under :-Boundaries of the property are as under :-On
North _____ On East _____ On South
_____ On West _____

II

As per plan attached

III

(Tenancy stipulations as attached hereto)In witness whereof, the parties hereto have set their hands the day and year written in each case,

1st Witness : Hirer

2nd Witness : Dated

1st Witness : Owner

2nd Witness :

(Chairman)Housing Board, Haryana, Chandigarh.

Seal Dated