

# FORM 'CC'

## (SEE REGULATION 6 (2))

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

From

Estate Officer,  
Haryana Urban Development Authority,  
GURGAON

To

Sh. Virendra Singh Malik  
Sh. Ummed Singh Malik  
P/O H.No. 766 Sector-4, U.B. Gurgaon  
Haryana.

Memo No. EO (G)-2001/.....2661

Dated .....05/11/14

Subject :

Allotment by sale of .....Built-up Btuh.....Plot/Building  
No. 39 Sector 7-Btuh at Gurgaon.

### GURGAON ON FREE-HOLD BASIS

1. Please refer to your bid for Plot/Building No. 39 in Sector 7-Btuh at Gurgaon
2. Your bid for Plot/Building No. 39 in Sector 7-Btuh at Gurgaon 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 the plot/building
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7-Extn. Gurgaon		39	27.5X82.25	22.68 Sq. mtr.	19,40,000/-
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3. The sum of Rs. 194000/- deposited by you of bid money at the time of bid will be adjusted against the said plot/building.
4. You are requested to remit Rs. 291000/- in order to make the 25% price of the said plot/building within 30 days from the date of issue of the letter. The payment shall be made by a bank draft payable to the Estate Officer GURGAON and drawn on any scheduled Bank at Gurgaon. 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.



- 1455,000
5. The balance i.e. Rs. 1455,000 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 allotment letter or in 10 half yearly. The first instalment will fall due after the every of six months of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at 11% interest on the remaining amount. The interest shall, however, accute from the date of issue of this letter.
  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 penalty and resumption of plot in accordance with the provisions 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 provision of section 17 of the said 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 there in till the full price is paid to the Authority, except with the prior permission of the competent Authority.
  11. On payment of 100% of the 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 for 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. No obnoxious trade shall be carried out in or on any land/building.
  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 constructions material, trees, structure and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the authority if you want to make use of the same.
  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 erret building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convivient or necessary for the full enjoyment of the exeptions and reservations herein contained.
13. Provided that the allottee shal be entitled to receive from the Authority 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 working or letting down as may be agreed upon between the Authority and the allottee of failing such agreement as shall be ascertained by referene to arbitration.
19. The Authority may be its officers and servants at all reasonable times & 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 Rule/Regulations applicable under the said Act.
20. The Authority shal have full right power and authority at all times to do through its officers or servants, all facts and things which may be necessary or expendient for the purpose of enforcing complience 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 there with or any way relating thereto.
21. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sale arbitration of the Chief Administrator or any other officer appointed by him. It will not objection to such appointment that the arbitrator so appointed is a Govt. 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 servent or officer as the case may be, he has expressed his views on all or any of the matters in dissputes or differences. The decision of such arbitrator shall be final and binding on the concerned parties.
22. All payment shall be made by means of a demand draft payable to the Estate Officer, Haryana Urban Development Authority, GURGAON drawn on any scheduled bank situated at GURGAON.
23. No separate notice will be send for the payment of the yearly instalments. However, the information regarding the instalment, the due etc. may be sent as a matter of courtesy.
24. On payment of 25% price you may obtain possession on any working Wednesday *day* ..... (any other condition not incorporated above but announced at the time of auction to be indicated.....)
25. Interest @ 14% p.a will be charged for the delay period of instalments.

Asstt.

H.C.

Acctt.

A.O.

**ESTATE OFFICER**  
**Haryana Urban Development Authority**  
**GURGAON**

Note :- (i) any charge in address must be notified by registered A.D. Post.  
(ii) Strike out whichever is not applicable.