

000135

RE-ALLOTMENT LETTER

From :

THE ESTATE OFFICER
Haryana Urban Development Authority
Gurgaon.

To

Sh. Vinod Singh Malik
Sh. Late Sh. Vinod Singh Malik
Vinod Marble House, opp Sector 5, Gurgaon

Dated 21-11-95

No. 5894

Subject : Re-allotment of Plot No. 766 Sector 4
measuring 550 Sq. Yds in Urban Estate Gurgaon
due to transfer vide permission No. UDA
dated 16-10-95

Where as the allottee Shri/Smt./K. Behan Lal Yadav
has submitted on application in this office for transfer of the above plot in your favour
& you have also submitted the affidavit accepting the terms & conditions of allotment
letter. Now the said plot is hereby re-allotted in your name after transfer. You will
henceforth have to abide by the terms & conditions of this allotment letter (stated below
and the provision of Haryana Urban Development Authority Act 1977) and the instruc-
tions/guidelines and rules/regulations here under and as amended from time to time.

The extension fee paid by the previous allottee is valid up to 21-12-95
The fresh extension fee will be Rs.
to be paid by you on

Estate Officer,

Haryana Urban Development Authority
Gurgaon

Dated: 21-11-95

Endst No. 5894

A copy of the letter is forwarded to Sh. Behan Lal Yadav
S/o. Sh. Kundan Lal Yadav, V.P.O. Badli, Gurgaon for information.
It is with reference to documents submitted by you for change of ownership/transfer
of plot.

Estate Officer,

HUDA, Gurgaon

CONDITIONS OF RE-ALLOTMENT

000136

From

THE ESTATE OFFICER
Haryana Urban Development Authority
Gurgaon.

To

Sh. Vinod Singh Malik
Sh. Late Sh. Vinod Singh Malik,
Vinod Marble House, Opp. Sector-5
Gurgaon

No. 5895

Date 21-11-95

Subject : Conditions of Re-Allotment 766/4

you shall have to pay the balance.....instalment of Rs.....
.....on the dated given below

S. No.	DUE DATE	AMOUNT	
		Rs	P.
1	Subject to Audit	1	
2			
3			
4			
5			
6			

1. The instalments shall include 10% interest on balance amount from the date of offer of possession in case of default, additional interest as per prevalent policy shall be payable.
2. Each instalments 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 no. of plot and sector no. to which the payment pertains. In the absence of these particulars the amount remitted shall not be demand to have been received.
3. The above price is tentative to the extent that any enhancement in the cost of land awarded by the competent authority under the land Aquisition Act shall also be payable proportionately, as determined by the Authority. The additional price determined shall be paid within 30 days of its demand.
4. In case any payment is not made by the due date, then additional interest shall be added as per prevalent policy for the premitted period. Therafter, resumption proceeding shall initiated in accordance with the Provisions of Sector 17 of the Haryana Urban Development Authority Act. 1977.

P.T.O.

5. 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 Act.
6. The land building shall continue to belong to the Authority untill 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.
7. On payment of 100% of the tentative price of the plot building, you shall all execute the Deed of conveyance in the prescribed form and in such manner as may be directed by the Estate Officer. The charge of registration and stamp duty will be paid by you.
8. 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 abnoxious trade shall be carried out in or any land/building.
9. You shall have to pay all general and local taxes' rate of cesses imposed or assessed on the said land/building by the competent authority.
10. You have to pay separately for construction, material, trees, structure and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority if you want to make use of the same.
11. The Authority will not be responsible for levelling uneven sites.
12. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such right 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 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 site and to sink pits, erect building, 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 here it 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 working or letting down as may be agreed upon between the Authority and the allottee or failing such agreement shall be ascertained by reference to arbitration.
13. The Authority may be 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

000137

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.

14. The Authority shall have full right, power and authority at all times to do through its officer or servants, all act 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.
15. All disputes and difference arising out of in way touching or concerning this allotment whatsoever shall be referred to the 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 Govt. servants 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 and such Govt, Servent or officer as the case may be, he has expressed his views on all or any of the matters indispute or difference. The decision of such arbitrator shall be final and binding on the concerned Parties.
16. All payment shall be made by means of a demand draft payable to the Estate Officer Haryana Urban Development Authority, Gurgaon drawn on any schedule bank situated at Gurgaon.
17. No separate notice will be sent for the payment of the instalments However the information regarding the instalments, the amount, the due dates, etc. may be sent as matter of courtesy.
18. You shall abide by the condition of allotment of incidental open space (strike out if not applicable)
19. Any other condition

182

21/7/1
Estate Officer
Haryana Urban Development Authority
Gurgaon.