

Haryana Urban Development Authority (Conduct of Meetings) Regulations, 1977

1. Short title.— These regulations shall be called the Haryana Urban Development Authority (Conduct of Meetings) Regulations, 1977.

2. Definitions.—In these regulations unless there is anything repugnant in the subject or context—

- (a) 'Authority' means the Haryana Urban Development Authority.
- (b) 'Agenda' means the item of business proposed to be transacted at a Meeting.
- (c) 'Chairman' means the Chairman of the Authority.
- (d) 'Chief Administrator' means the Chief Administrator of the Authority.
- (e) 'Member' means a member of the Authority.
- (f) 'Minutes' means the record of proceedings of a meeting of the Authority.
- (g) 'Presiding Authority' means the Chairman or in his absence the Vice Chairman or such other Member chosen to preside by the Members present at the meeting.
- (h) 'Quorum' means the minimum number of members of the Authority/Committee whose presence is essential for the proper or valid transaction of business at a meeting.
- (i) 'Secretary' means Secretary of the Authority.

3. Holding of Meetings.—The Authority may hold a meeting either ordinary or special for the transaction of business, adjourn and or regulate it and its proceedings as deemed fit, provided, however that an ordinary meeting shall be held once at least every 3 months. There shall ordinarily be not, an interval or more than 90 days between any two successive meetings.

4. Who may call a meeting.—The Chairman may, at any time, and shall on receipt of written request of two third of the number of members actually serving for the time being, convene a meeting of the Authority, provided that the special meeting shall be called by the Chairman alone, whenever there is an urgent matter for consideration at such a meeting.

5. Date, time and place of Meeting.—The meeting of the Authority shall normally be held at the head office of the Authority during office hours. The exact date, time and place of each meeting shall be fixed by the Secretary of the Authority with the prior approval of the Chairman.

6. Quorum.—The quorum for every meeting of the Authority shall be one third of the number of members actually serving for the time-being but shall not, in any case, be less than four. The quorum for a meeting of the Committee shall, however, be three members except where the total number of members in a Committee is itself three, the quorum shall be two.

7. When quorum not present at a meeting.—

- (i) If within fifteen minutes from the time appointed for the meeting, a quorum is not present, the meeting if convened on the written request of the members as laid down under regulation 4, shall be dissolved, but in any other case shall stand adjourned to any future day or to any hour of the same day, as the Presiding Authority may determine and announce at the time of adjournment. If as such adjourned meeting, a quorum is still not present within 15 minutes from the time appointed, the meeting shall stand dissolved.
- (ii) When the quorum has once been constituted and the business of the meeting properly started, it shall continue, unless some member objects and calls the attention of the Presiding Authority to the absence of quorum. In such circumstances, the Presiding Authority would make a count and if there is no quorum within next fifteen minutes, he shall adjourn the meeting to any future day or to any hour of the same day, as he may determine. The procedure thereafter shall be as prescribed in regulation 7 (i).

8. Power to adjourn meeting.—The Presiding Authority may, if he thinks it necessary or expedient, and shall, if so directed by the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting which had been adjourned. When an adjourned meeting is to be held within 48 hours, it shall not be necessary to give a fresh notice. A notice shall be sent to all the members in the case of a regular meeting.

9. Decisions in a meeting in which quorum is present.—All questions or items at such a meeting shall be decided by a majority of votes of the members present and voting and in case of equality of votes, the member presiding shall have a second or casting vote.

10. Who shall preside at the meeting.—The Chairman shall preside at every meeting, or in his absence, the Vice-Chairman and if there be no Chairman or Vice-Chairman, present, then any one of the members present, whom the members present may elect, shall preside.

11. Agenda for meetings.—The agenda for each meeting of the Authority shall be prepared by the Secretary, on the basis of the proposals received from the Chief Administrator. Before any item is included in the Agenda, the Secretary shall ensure that the item has been approved for inclusion by the Chief Administrator. Each item to be included in the agenda should be self-explanatory. If approval of the Authority is required on any item by calculation, approval of the Chief Administrator shall be obtained by the Secretary before circulation of that item.

12. Notice for the meeting.—

- (i) At least seven days' notice in writing for an ordinary meeting shall be given to each member by the Secretary. An extra-ordinary meeting could, however, be convened at 24 hours' notice. A copy of the agenda for meeting shall also be sent to the members either with the notice or as soon thereafter as possible, but at least 3 days before the ordinary meeting.

- (ii) If any member is out of India, or is otherwise not in a position to attend the meeting, the service of notice on such a member may be dispensed with by the Secretary with the prior approval of the Chief Administrator, provided that if any member is present without issue of notice, the proceedings of such meeting shall not be challenged on the ground of non-issuance of notice.
- (iii) A notice shall be deemed to be duly served, if it is sent within the prescribed time limit to the member personally by hand or by post at the registered address communicated by the member in writing to the Authority.

13. Constitution of Committee.—The authority may appoint committees and Sub-committees consisting of such members as it may think fit and with such powers and functions as it may specify.

14. Participation of non-members in the deliberation of the meeting of the Authority.—

- (i) The Chairman shall have power to invite in a meeting any person (s) whose assistance or advice is considered necessary. Such person (s) shall have the right to attend such meeting of the Authority and to take part in their deliberations, but not the right to vote.
- (ii) The Secretary and any other officer (s)/official (s) of the Authority permitted by the Chairman shall attend the meeting and shall furnish or explain any information as may be asked by the Authority. The Secretary will participate in the discussion as and when required, but shall have no right to vote.

15. Recording and confirmation of minutes.—

- (i) Minutes shall be kept of the names of the members present and of the proceedings at each meeting in a book to be provided for the purpose, which shall be signed at the next ensuing meeting by the person presiding at such meeting, and shall be open to inspection by any member during office hours.
- (ii) The proceedings of each meeting shall be prepared by the Secretary, after approval and signatures of the Presiding Authority, the proceedings shall be duly kept by the Secretary in his personal custody.
- (iii) No person shall be entitled to object to the text of the minutes of any meeting unless he was present at the meeting to which they relate.

16. Removal from membership.—The State Government may remove, from office of any member—

- (i) who, without excuse, sufficient in the opinion of the State Government, is absent for more than four consecutive meetings of the Authority.
- (ii) who has, in the opinion of the State Government so abused his position as a member as to render his continuance on the Authority detrimental to the interest of the Authority.

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¹[Haryana Urban Development (Disposal of Land and Buildings) Regulations, 1978

No. 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 lessee 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".

²[(bb). "Non-nuisance professional consultancy" means an activity carried on by an individual by his personal skill and intelligence and includes :-

- (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 ;

1. Published in Haryana Govt. Gaz. Part I-B dated 27.6.1978 at page 358

2. Inserted by Haryana Govt. Gaz. Part III dated 2.2.1999

- (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;
- (iv) as any manufactory, engine house, Store house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;
- (v) as a yard or depot for trade in unslaked lime, hay straw thatching grass, wood, charcoal or coal, or other dangerously inflammable material;
- (vi) 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.

COMMENTARY

Allotment - School sites - Order of D.B. of Pb. & Har. H.C. was challenged before the Apex Court - Upholding the view of the Division Bench it was observed that a Committee should be constituted to determine the market value of the site to be allotted to various schools who may make payment of market price in lump sum and allotment may be got approved from the first Court of H.C. - In case petitioners refuse to accept allotment under the guidelines and Scheme of HUDA, the site would be put to public auction - *New India Public School v. H.U.D.A.*, 1996 H.R.R. 451 S.C.

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.

COMMENTARY

Allotment - Petitioner had applied for allotment of an industrial plot on 3.8.1979 - Case for entitlement of allotment was duly approved by Industry Department which recommended one quarter acre of land - Allotment unduly delayed on one pretext or other - H.U.D.A. adopted "pick and choose" policy which is obviously arbitrary and in violation of natural justice - H.U.D.A. directed to make the allotment keeping into view recommendation of Industrial Department - Price should be charged at the rate available in the year 1980-81 - But petitioner will pay the balance amount with 9% per annum interest from 15.2.1980 - Petition allowed with cost of Rs. 10,000 - *M.R. Engineering Works (M/s.), Faridabad v. State of Haryana*, 2005(1) HRR 169

Enhanced price - Tentative price - Plot was allotted to the petitioner in Mansa Devi's Complex at tentative price - Demand of additional price was raised by HUDA from the petitioner which was challenged under Art. 226 of Constitution - High Court not to enter into calculations made by HUDA - Such points regarding particular amount of compensation to be included in the total amount of compensation or not may be determined by HUDA on representation made before it in this regard - The matter should be decided by passing a speaking order by HUDA - *Ajay Sood v. Haryana Urban Development Authority*, 1997 H.R.R. 597 D.B.

Excessive price - Appellants were offered allotment of industrial plots at the price of Rs. 115/- per sq. metres - Later on, the price was determined at the rate of Rs. 483.37 per sq. meter which they had accepted - Held, once having accepted the allotment at the enhanced price the appellant cannot raise the objection that the price was unjustified - 1991 PLJ 433 and 487 affirmed - *Puran Anand v. State of Haryana*, 1994 HRR 94

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 allot-

ment 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 purposes 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.]

COMMENTARY

Allotment - Allottee refused to accept allotment - Information conveyed within 30 days as required by Regulation - He was compelled to send information through postal agency - Allotment Letter issued on 20.8.1998 whereas information of refusal was conveyed on 18.9.1998 i.e. within 30 days - Question of forfeiture of entire amount does not arise - Deposited amount of Rs. 57,060/- to be refunded - *Harish Chander Mehra v. Haryana Urban Development Authority*, 2006 (Suppl.) HRR 248 DB

1. Added by Haryana Govt. Gaz. Part III dated 29.11.2004 at page 146

Arbitrary action - Allotment of plot - According to the policy HUDA authorities were to allot the plot on 'first come first served' basis - Petitioner's claim, though prior in time, was ignored without any reasonable basis and plots were allotted to the respondents - Action of the HUDA authorities is arbitrary in nature - Petitioner who had applied prior in time had to be given preference over and above the persons who applied later, all other things being equal - Authorities were directed to allot 10 Marlas plot to the petitioner - *Nand Lal Bajaj v. State of Haryana*, 1991 HRR 657 = 1991 PLJ 695

Compound interest - Delay in payment - There is no provision of H.U.D.A. Act, 1977 or Regulations 1978 which provides for charging compound interest on delayed instalment towards payment of balance price - HUDA authorities can charge only simple interest on the balance amount - Demand of compound interest is unjust and arbitrary - Simple interest at the rate of 15% P.A. for delay in payment of additional price can be charged from the allottee- petitioner - *Gian Inder Sharma v. Haryana Urban Development Authority*, 2003 HRR 480.

Instructions - Instructions for transfer and re-transfer of plot including execution of conveyance deed in favour of allottee issued by Chief Administrator on 8.3.2000 - Instructions cannot be applied with retrospective effect but are prospective in operation - Transfer for which no permission had been granted prior to the issue of said decision can be governed by these policy instructions - In other cases matter will be governed by the policy existing on or before 7.3.2000 - Action of Allotment Authority asking execution of conveyance deed in favour of allottee and subsequently in favour of transferee cannot be upheld under section 15 of HUDA Act - The policy requiring the allottee, who had paid the full amount, to get a conveyance deed in his own name and then to execute a sale deed in favour of intending purchaser, is not legally valid especially where transfer and retransfer of plot has been allowed upto four times before issuance of said policy - *Sanjay Arora v. State of Haryana*, 2001 HRR 209 D.B.

Payment of interest - There is no provision of law where by HUDA can be permitted to charge interest on delayed payment at a rate exceeding 10% - Liability to pay interest arises from the date of delivery of possession, particularly when the parties have agreed as per letter of allotment - Demand of interest at the rate of 18% P.A. held to be unjustified in view of stipulation contained in clause 6 of allotment letter - *Aruna Luthra v. State of Haryana*, 1997 H.R.R. 601

SALE/LEASE OF LAND/BUILDING BY AUCTION

6. Sale or 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.

COMMENTARY

Allotment of booth - The petitioner was allotted a booth on the basis of highest bid of Rs. 1,94,500/- - The petitioner deposited 25% of the total price as required under the Rules - HUDA failed to give possession of booth even after deposit of required amount - He was asked to deposit a sum of Rs. 2,50,414/- - A show cause notice was issued as to why a penalty of Rs. 25041.40 i.e. 10% of the amount be not imposed upon him - The authorities imposed this penalty even before the due date for payment - The Administrator dismissed the appeal without any sound reasons - Instead of delivering the possession of booth the petitioner was directed to pay the penalty without any justification - Even the appellate authority dismissed the appeal without applying its mind - Order of appellate authority is not only arbitrary and cryptic to the core but is also a clear example of non application of mind and as such cannot be sustained - *Jatinder Sood v. Haryana Urban Dev. Authority*, 2000 HRR 391 D.B.

Bidder's right - The highest bidder of plot in open auction does not get a right merely with depositing 10% of the amount - Administrator has power to accept it or reject the offer if amount of auction is below expectation - It is not correct to say that he cannot refuse to accept if offer exceeds the reserved price - Bid can be rejected if amount is considered inadequate - No arbitrary act on part of Administrator proved - *Harpal Singh v. Haryana Urban Development Authority*, 2006 (Suppl.) HRR 257 DB

Forfeiture - Opportunity - There is nothing in paragraph 7 and 11 of the conditions of allotment which casts a duty on Chief Administrator or other competent authority to cancel the allotment as a matter of costs and to apply forfeiture clause - While reading paragraph 4 with paragraphs 7 and 11 of the allotment letter it became clear that no action can be taken by the authority to the prejudice of an allottee without compliance of the rules of natural justice - That apart Section 17 represents embodiment of the rules of Audi alteram partem - Therefore giving of notice to the allottee before an order of cancellation for non deposit 15% of the bid money within 30 days is mandatory in view of *State of Orissa's case* AIR 1967 SC 1267 - *Smt. Sandhya Jindal v. State of Haryana*, 1997 H.R.R. 60 D.B.

Notice - Duty of Haryana Urban Development Authority - It was pleaded by HUDA authorities that letter was communicated by registered post to allottee who failed to deposit 15% amount as required under rules - Sending of letter by registered post cannot be treated as equivalent to receipt of letter - It was the duty of the authorities of HUDA to make an enquiry in this regard before cancelling the allotment - Impugned order being arbitrary in nature is liable to be quashed - *Smt. Sandhya Jindal v. State of Haryana*, 1997 H.R.R. 60 D.B.

COMMENCEMENT AND PERIOD OF LEASE

7. 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- $\frac{1}{2}$ % of the premium for the first 33 years which may be enhanced by the Authority to 3- $\frac{3}{4}$ % 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 be 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. 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. 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 development works in the area 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.

COMMENTARY

Unauthorised possession - Plot purchased by petitioner in open auction was under unauthorised possession of certain persons who approached Hon'ble Supreme Court to defend their possession - Respondent allotment authority did not appear before the Apex Court and ex parte order was passed against respondent - Petitioners are entitled to refund of entire price with 9% p.a. interest - Provision of Regulation 14 of Regulation 1978 not attracted in the case - Petition allowed - *Hari Niwas v. State of Haryana*, 2003 HRR 482

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.

COMMENTARY

Natural justice - Permission for transfer and re-transfer of plot already granted to the allottees - Authorities cancelled permission by issuing new policy instruction withdrawing such permission without affording any opportunity to the person concerned - Cancellation of permission through such policy is not legally sustainable as it violates principle of natural justice - *Sanjay Arora v. State of Haryana*, 2001 HRR 209 D.B.

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

1. For Panchkula, Gurgaon and Faridabad Urban Estates	.. Rs. 0.50 lacs
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1. Added by Haryana Govt. Gaz. Part III dated 2.2.1999

2. For Hisar, Rohtak, Bhiwani, Bahadurgarh, .. Rs. 0.30 lacs
Sonepat, Rewari, Karnal, Panipat, Ambala,
Kurukshetra, Yamunanagar/Jagadhri Urban Estate

3. For Hansi, Shahbad, Kaithal, Sirsa, Jind, .. Rs. 0.20 lacs
Naraingarh and Dharuhera Urban Estates

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.]

[16-A. **Application to be made for rendering non nuisance professional consultancy services.**— 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.

16-B. **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.

COMMENTARY

Construction - Extension fees - Allottees required to complete the construction work within two years as stipulated in the allotment letter - Amenities including electrification in the area not provided - Rather extension fees was levied upon the allottee - Allottee cannot be blamed for not constructing the work within stipulated time - Nor extension fees can be charged till the development work is completed by the HUDA - HUDA directed to provide the amenities to the allottee expeditiously - *Satnam Singh v. Haryana Urban Development Authority*, 1993 HRR 370 = 1993 PLJ 94.

Extension fee - Delay in construction - Allottee could not start construction of building because building plans were not entertained till the plot in question was transferred in his name - Delay in transfer of plot was the result of action of allotment authority - Allottee cannot be blamed for noncompletion of construction in time nor any extension fee could be levied upon the allottee from the date of grant of permission for transfer of plot till the date of re-allotment thereof - *Sanjay Arora v. State of Haryana*, 2001 HRR 209 D.B.

1. Regulations 16-A & 16-B inserted by Haryana Govt. Gaz. Part III dated 2.2.1999

Extension fees - Resumption - Petitioner was allotted a residential plot under the provisions of Pb. Urban Estates (Dev. & Reg.) Act, 1964 - She deposited the entire sale consideration - Could not construct the house within the extended time - Extension was given upto 30.4.73 - In the meanwhile HUDA Act came into force - Petitioner's plot was resumed and sale price was forfeited without any notice - Held, order of resumption is not justified - This harsh step should not be taken in order to regulate the planned development of the City - Resumption order set aside - *Sita Rani Gupta v. State of Haryana*, 1994 HRR 144.

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. -

¹[(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.]

(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 ²[payment of full premium].

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 in so far 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)	Serial 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.

1. Substituted by Haryana Govt. Gaz. (Extra) dated 8.3.2000 at page 464

2. Substituted by Haryana Govt. Gaz. (Extra) dated 17.10.1979 at page 1810

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.

Dated _____
the _____ 19

Yours faithfully,

Signature _____

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 authorising 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)

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 visualised,
 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 con-
 tained in the Haryana Urban Development Authority Act, 1977 and in the rules
 and regulations applicable thereunder.

Dated _____
 the _____

Yours faithfully
 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. Your 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 Devel-
 opment Authority Act, 1977, (hereinafter referred to as the Act) and the rules/
 regulations applicable thereunder and as amended from time to time. The approxi-
 mate 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 or description	Area in sq. Metres	Tentative price of the plot /building
---------------	-----------------------	----------------------	-----------------------------------	--------------------------	--

3. The plot is preferential/special preferential one and an extra price at @ 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 regis-
 tered post along with 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 along with 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
 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 _____ per cent interest on the
 remaining amount. The interest shall, however, accrue from the date of offer of
 possession.

¹[(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

1. Inserted by Haryana Govt. Gaz. Part III dated 29.11.2004 at page 146

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.]

7. 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.

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.

¹[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.]

²[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.]

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.

1. Substituted by Haryana Govt. Gaz. (Extra) dated 8.3.2000 at page 464

2. Substituted by Haryana Govt. Gaz. Part III dated 2.2.1999

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 be resumed and the whole or part of the money paid, if any, in respect of it forfeited in accordance with the provisions of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

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. Mts.	Price of plot/building
------------	--------------------	------------------	--	------------------	------------------------

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.

¹[(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.]

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.

²[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.]

³[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.]

1. Inserted by Haryana Govt. Gaz. Part III dated 29.11.2004 at page 146

2. Substituted by Haryana Govt. Gaz. (Extra) dated 8.3.2000 at page 464

3. Substituted by Haryana Govt. Gaz. 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'

[See Regulation 5(3)]

(Form of allotment letter, for allotment made on lease hold 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 No.	Name of Urban Area	Plot/Building No.	Appr. dimension or description	Area in Sq. Meters	Tentative premium of the plot/building.

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.

¹[(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.]

7. 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 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 percent 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.

1. Inserted by Haryana Govt. Gaz. Part III dated 29.11.2004 at page 146

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 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 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.

¹[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.]

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.

1. Substituted by Haryana Govt. Gaz. Part III dated 2.2.1999

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	Apr dimension or description as notified at the time of auction	Area in sq.Mts.	Price of plot/building

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.]

1. Inserted by Haryana Govt. Gaz. Part III dated 29.11.2004 at page 146

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 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 $2\frac{1}{2}\%$ of the premium for the first 33 years which may be enhanced to $3\frac{3}{4}\%$ 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 of 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.]

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 therefor.

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.

1. Substituted by Haryana Govt. Gaz. Part III dated 2.2.1999

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 not applicable AND WHEREAS the vendor has sanctioned the sale of the said land to the Transferee in pursuance of his application dated _____ made under sub-regulation (1) 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 not applicable AND WHEREAS the Vendee had applied by bid at Public auction to the Vendor for the said land, belonging to the Vendor, hereinafter described and the Vendor had accepted the bid for the sale of said land to the Vendee in the manner herein after 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;

applicable in case of sale by allotment only

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 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:--

applicable in case of sale by allotment only (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.

[(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.]

Note. Condition No. 2 was substituted by Notification dated 12.7.1982 published in Haryana Gazette Part III page 215. Prior to this amendment the condition was as given below: -

“(2) The Vendor shall have a first and paramount charge over the said site 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 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.”

(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

1. Substituted by Haryana Govt. Gaz. Part III dated 12.7.1982 at page 215

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) The 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.]
- (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

1. Substituted by Haryana Govt. Gaz. Part III dated 2.2.1999

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 'Vendor' 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 of
Witnesses

1. Name.....Residence.....Occupation.....
 2. Name.....Residence..... [One of these witnesses
 Occupation 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. NameResidence.....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/AUCTION

This 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 sale of
 the site and the building erected thereon to the Trans-
 feree for the sum of Rs..... (Rupees.....
) in pursuance of his application dated.....
made under Sub-Regulation (1) of Regulations of
 the Haryana Urban Development (Disposal of Land and
 Buildings) Regulations, 1978 (herein after referred to
 as the said Regulations), to be used for commercial/
 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 ;

*Applicable
 in case of
 sale by
 allotment
 at spot the
 only.*

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 up to the Transferee
 all that price or parcel of site No.....area in Square
 Metres...(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 build-
 ings 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 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 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 exped-
 ient 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.]

(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.

1. Substituted by Haryana Govt. Gaz. Part III dated 2.2.1999

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 any person or persons in occupation 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
Occupation..... a magistrate (with his court seal).
if the Deed is not executed
before the Estate Officer]
(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/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.....son
of Shri.....resident of.....in the district of.....(hereinafter called 'the les-
sor') 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 Regulation);

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 WITNESETH 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 upto the lessee all that plot of land being the residential/commercial/industrial plot No.——Sector——area——in sq. M.——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 THEREFOR yearly ground rent at the rate of $2\frac{1}{2}\%$ of the premium for the next 33 years of this lease and the rate of $3\frac{3}{4}\%$ 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 upto himself all mines, minerals, coals, gold-washing, 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 complete in a substantial and workmanlike manner residential/commercial/industrial building with the requisite and proper walls, seweres 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 officers, 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 hereinbefore 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 therefor.
- (8) Whenever the right or interest of the lessee in the plot is transferred in any manner whatsoever the transferrer 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 theday of.....19

LESSOR

One of these witnesses must be a Magistrate (with his court seal) if the deed is not executed before the Estate Officer

In the presence of witness :—
 1. Name.....Residence.....
 Occupation(Signatures)
 2. Name.....Residence.....
 Occupation.....(Signatures)
 Signed by the said.....

LESSEE

Lessee 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.

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 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. Applicable in case of disposal by allotment only

AND WHEREAS the lessee has fixed the tentative premium of the said building disposed of by allotment at..... (Rs. 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 & 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;

NOW THIS DEED WITNESSTH 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-washingearth, 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 increase 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 sub-clause (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 revolution, 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 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 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
(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. Affidvit 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 I
(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 and 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, 1977, rules and 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.]

Haryana Urban Development Authority (Preservation of Trees) Regulations, 1979

1. Title and commencement.—(a) These Regulations shall be called the Haryana Urban Development Authority (Preservation of Trees) Regulations, 1979.
(b) These shall come into force at once.

2. Definitions.—In these Regulations unless there is anything repugnant in the subject or context:—

- (i) "Authorised Officer" means an officer of the Authority specifically authorised to perform certain functions under these Regulations.
- (ii) "Operational land," means land which is used by public service undertakers for the purpose of carrying on the undertaking of such undertakers;
- (iii) "Owner" includes a mortgagee with possession;
- (iv) "Public Service Undertakers" means a person (including a firm or other body of individuals whether incorporated or not) who is carrying on or is authorised to carry on any public utility service including a railway, light railway, or is engaged in road transport, water transport, disposal of waste, or in the supply of electricity or water;
- (v) "Zoning Plan" shall mean the detailed lay-out plan of the sector or a part thereof as approved by the Chief Administrator showing the subdivision of plots, open spaces, streets, position of protected trees and other features and in respect of each plot, permitted land use, building lines and restrictions with regard to the use and development of each plot in addition to those laid down in the erection of building regulations.

3. Application for permission.—(i) No person shall, except with the previous permission in writing of the Estate Officer or such other authorised officer cut down, lop or destroy or cause or permit the cutting down, lopping or destruction of any tree in any part of the wood land area shown in the zoning plan as "protected trees" or "protected wood land area".

(ii) An application under sub-regulation (1) shall be in writing and shall specify the trees, group of trees or the wood-land area to which the application relates, and the operations for the carrying out of which the permission is required; and where necessary for identification of such trees, groups of trees or wood land area, the application shall also be accompanied by a map or plan on a scale as may be required by the Estate Officer or such other authorised officer.

4. Permission of refusal.—(i) The Estate Officer or such other authorised officer may grant such permission either unconditionally or subject to such conditions (including conditions requiring the replacement of any one tree by one or

more trees of the same or specified kind on the site or in the immediate vicinity thereof) as he may deem fit, or he may refuse permission.

(ii) Where the Estate Officer or such other authorised officer refuses permission under these Regulations or grants such permission subject to conditions, he shall, while refusing or granting permission, certify that in respect of any tree, groups of trees or any wood-land area for which he has so refused or granted permission, he is satisfied that:—

- (a) the refusal or permission in the interest of good forestry, or
- (b) in the case of a wood-land area, it has amenity value in relation to the wood-land character of the area, or
- (c) in the case of trees or groups of trees, the trees have an outstanding amenity value for offering shade to the buildings or roads,
- (d) there is any other special amenity provided by the trees or wood land area.

5. Register of applications.—The Estate Officer or such other authorised officer shall keep and maintain a register of all applications for permission under these Regulations containing information as to the nature of the application, name of the applicant, the decision of the competent authority there-on and any directions as to the replanting of the trees, etc. and every such register shall be available for inspection.

6. Applications deemed to have been sanctioned.—An application made under regulation 3 of these Regulations shall be deemed to be sanctioned if a decision thereon is not conveyed to the applicant within two months of the receipt of the application by the Estate Officer.

7. Register of trees.—The protected tree or trees, groups of trees or wood-land area shall be listed by the Estate Officer or such other authorised officer in a register.

8. Numbering of trees.—All protected tree or groups of trees or wood-land area shown on the zoning plan or listed in the register of trees shall bear a number corresponding to its number in the register of trees.

9. Replanting.—Where permission is granted under these regulations or otherwise, the Estate Officer or such other Authorised officer may give direction to the owner of any site as to the planting or replanting of any trees or kind of trees.

Any such direction may include requirements as to:—

- (a) Species of trees;
- (b) planting distance;
- (c) The erection and maintenance of fencing necessary for protection of the planted or replanted trees;
- (d) The preparation of ground, drainage, removal of brush wood, lop and top; and
- (e) Protective measures against drought or fire.

10. Exemption.—These Regulations shall not apply:—

- (a) To the cutting down, topping or lopping of any tree in an operational land;
- (b) For normal forestry operations in young plantations such as weeding, brushing and high pruning;
- (c) The usual pruning or a trimming of a tree from time to time.

11. Appeal.—Any person aggrieved by an order of Estate Officer or such other authorised officer under these regulations may within a period of thirty days of the date of communication to him of such order, prefer an appeal to the Administrator concerned in such form and manner, as may be prescribed:

Provided that the appellate authority may entertain the appeal after the expiry of thirty days, if it is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time.

12. Power of Relaxation.—The Authority may with the previous approval of the State Government relax the provisions of any of these regulations in respect of any class or category of persons, if in the opinion of the Authority, but for such relaxation, the regulations would operate harshly.

13. Penalty for breach of Regulations.—Any contravention of these regulations shall be liable for Punishment in accordance with the provisions of section 55 of the H.U.D.A. Act, 1977.

Haryana Urban Development Authority Employees Pension Regulations, 2001

*Published in Haryana Govt. Gaz. Part I dated 22-10-2001 and
published on 20-11-2001 at page 827*

No. 28830.—In pursuance of the provisions of clause(c) of Section 54 read with Sub-section (2) of Section 11 of the Haryana Urban Development Authority Act, 1977 (13 of 1977) and with the previous approval of the State Government, the Haryana Urban Development Authority hereby makes the following regulations regulating the grant of pension to its officers and employees, namely:—

1. Short title and application. -

- (1) These regulations may be called the Haryana Urban Development Authority Employees Pension Regulations, 2001.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- (3) They shall apply to all the employees of Haryana Urban Development Authority established and constituted under the Haryana Urban Development Authority Act, 1977 (13 of 1977), who join the service on or after coming into force of these regulations and other employees already in service who opt for these regulations. The later category of employees shall have to exercise an option in form 'A' appended to these regulations within three months from the date of coming into force of these regulations.
- (4) The employees who do not opt for these regulations, shall be governed by the provisions contained in Haryana Urban Development Authority Employees' Provident Fund Rules, 2001.

2. Definitions. -

In these regulations, unless the context otherwise requires,

- (a) "competent authority" means the authority competent to sanction pension to the employees of Haryana Urban Development Authority. The competent authority for the purpose of these regulations shall be the Chief Administrator of Haryana Urban Development Authority;
- (b) "employees" means the regular employees of Haryana Urban Development Authority;
- (c) "pension" means the pension as defined in the Punjab Civil Services Rules, Volume II, as applicable to the State of Haryana.

3. Establishment of fund. -

- (1) For the purpose of payment of the fund i.e. the Haryana Urban Development Authority employees pension fund (hereinafter called the "pension fund") shall be established. This shall comprise the total accumulated amount of contributory provident fund on behalf of the employer alongwith interest as on the date of publication of this notification in the Official Gazette alongwith employer's contributions to be made by the Haryana Urban Development Authority on monthly basis as per provisions contained in the Haryana Urban Development Authority Employees Provident Fund Rules, 2001.
- (2) The pension fund shall be kept in the bank at Head Quarter of Haryana Urban Development Authority. The rate of interest allowed shall be the maximum rate of interest fixed by the bank on the total accumulations and the interest so earned shall also be an integral part of pension fund.

4. Operation of fund. -

The pension fund shall be administered by the competent authority.

5. Maintenance of accounts. -

The accounts of pension fund shall be maintained at Head Quarter of Haryana Urban Development Authority. The bank through which pension is disbursed shall also be required to keep accounts as per instructions issued from time to time.

6. Grant of pension. -

For the purpose of grant of pension to the employees of Haryana Urban Development Authority, the rules regulating to the grant of pension as contained in the Punjab Civil Services Rules, Volume II, as applicable to the State of Haryana, shall apply <BI>mutatis mutandis to the employees and for this purpose the terms and expressions not otherwise defined in these regulations shall have the same meaning as assigned to them in the Punjab Civil Services Rules, Volume I, Part I, as applicable to the State of Haryana. For this purpose for the words "Government" and "Government Employees" wherever occurring in these rules ibid, the words "Haryana Urban Development Authority" and "employees of Haryana Urban Development Authority" shall deemed to have been substituted to have been substituted, respectively, and for the words "Accountant General Haryana" wherever occurring in the aforesaid rules, the words "Chief Controller of Finance, Haryana Urban Development Authority" shall be deemed to have been substituted. The instructions issued by the Haryana Government in this behalf from time to time shall also apply for this purpose.

7. Pension Payment Order. —

After completion of pension papers of the employees in the form and manner as provided in the Punjab Civil Services Rules, Volume II, as applicable to the State of Haryana, (with necessary amendments), the same shall be sent to the

Chief Controller of Finance, Haryana Urban Development Authority for verification of qualifying service and emoluments. On the basis of which Pension Payment Order will be issued by the Chief Controller of Finance, Haryana Urban Development Authority with the concurrence of competent authority. He shall also issue a copy of Pension Payment Order to the bank authorising the bank to make payment of pension to the pensioner every month regularly till revised orders or instructions are issued by the competent authority.

8. Applications of treasury rules. —

While making payment of pension, the Pension Payment Authority shall be guided by rules 4.92 to 4.106 of the subsidiary treasury rules under the Punjab Treasury Rules which shall apply mutatis mutandis to the pensioner of the Haryana Urban Development Authority.

FORM A
[See Regulation 1 (3)]

HARYANA URBAN DEVELOPMENT AUTHORITY

1. I, _____ hereby opt for the Haryana Urban Development Authority Employees' Pension Regulations, 2001. The option is conclusive, final and irrevocable.

2. I undertake to pay back the refundable/non-refundable advance taken out of employer's contribution to Contributory Provident Fund, if any, alongwith interest in lump sum or in such instalments as may be fixed by the Authority.

Signature of the employee.

Name of the employee _____

Designation _____

Office _____

Contributory Provident

Fund Account No. _____

Haryana Urban Development Authority General Provident Fund Rules, 2001

*Published in Haryana Govt. Gaz. Part I dated 22-10-2001 and
published on 20-11-2001 at page 827*

No. 28830. - In exercise of the powers conferred by the Sub-section (1) read with clause (m) of Sub-section (2) of Section 53 and Section 28 of the Haryana Urban Development Authority Act, 1977 (13 of 1977) and all other powers enabling him in this behalf, the Governor of Haryana hereby makes the following rules regulating the constitution and payment of General Provident Fund to the employees of the Haryana Urban Development Authority, namely :-

1. Short Title, Commencement and Application. —

- (1) These rules may be called the Haryana Urban Development Authority General Provident Fund Rules, 2001.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- (3) The employees, who opt for these rules, in form A appended to these rules, shall be governed by these rules.

2. Definitions. —

In these rules, unless the context otherwise requires,-

- (1) "Competent Authority" means the authority competent to sanction General Provident Fund to the employees of Haryana Urban Development Authority. The competent authority for the purpose of these rules shall be the Chief Administrator of Haryana Urban Development Authority;
- (2) "Employees" means the regular employees of Haryana Urban Development Authority;
- (3) "General Provident Fund" means the General Provident Fund as defined in the Punjab Civil Services Rules, Volume II, as applicable to of Haryana State.

3. Establishment of Fund Section 53 (1) (2) (m) and 28. —

- (1) For the payment of General Provident Fund the fund, namely, the Haryana Urban Development Authority Employees General Provident (hereinafter called the "General Provident Fund"), shall be established. This shall comprise the total accumulated amount in contributory Provident Fund on behalf of the employee alongwith interest as on the date of notification and also further employee's monthly deduction to

be made by the Haryana Urban Development Authority from the salary of employees as per provision contained in the Punjab Civil Services Rules, Volume II, as applicable to Haryana State.

- (2) The General Provident Fund shall be kept in the Bank at Head Quarter of Haryana Urban Development Authority. The rate of interest allowed shall be the maximum rate of interest fixed by the Bank and the interest so earned shall also be an integral part of General Provident Fund.

4. Operation of Fund Section 53 (1) (2) (m) and 28. —

- (1) The General Provident Fund shall be administered by the competent authority.
- (2) All payments to be made to the employees of Haryana Urban Development Authority on account of General Provident Fund shall be withdrawn from the General Provident Fund.

5. Maintenance of Accounts Section 53 (1) (2) (m) and 28. —

The Accounts of General Provident Fund shall be maintained at Head Quarter of Haryana Urban Development Authority. The Bank through which General Provident Fund is disbursed shall also be required to keep accounts as per instructions issued from time to time.

6. Grant of General Provident Fund Section 53 (1) (2) (m) and 28. —

- (1) For the purpose of grant of General Provident Fund to the employees of Haryana Urban Development Authority, the rules regulating the General Provident Fund as contained in the Punjab Civil Services Rules Volume II, as applicable to Haryana State, shall apply mutatis mutandis to the employees and for this purpose the terms and expressions not otherwise defined in these rules, shall have the same meaning as respectively assigned to them in the Punjab Civil Services Rules Volume II, as applicable to Haryana State. For this purpose for the words "Government" and "Government Employees" wherever occurring in these rules *ibid*, the words "Haryana Urban Development Authority" and "employees of Haryana Urban Development Authority" shall be deemed to have been substituted respectively and for the words "Accountant General Haryana" wherever occurring in the aforesaid rules, the words "Chief Controller of Finance Haryana Urban Development Authority" shall be deemed to have been substituted. The instructions issued by the Haryana Government in this behalf from time to time shall also apply for this purpose.

- (2) On coming into force of the Haryana Urban Development Authority Pension Regulations, 2001 the employees who opt for pension scheme will be allotted General Provident Fund account number by the Haryana Urban Development Authority. The subscription portion of the employees in Contributory Provident Fund alongwith interest occurred thereon shall be credited to General Provident Fund account of the employees and shall be governed by the General Provident Fund Rules and further instructions issued by the Haryana Government from time to time.

(3) Subject to the provisions of these rules, the rules contained to Chapter XIII of the Punjab Civil Services Rules Volume II, as applicable to Haryana State shall apply mutatis mutandis to the employees of Haryana Urban Development Authority who opt for these rules.

FORM A

[See rule 1 (3)]

HARYANA URBAN DEVELOPMENT AUTHORITY

I, _____ hereby opt for the Haryana Urban Development Authority General Provident Fund Rules, 2001. The option is conclusive, final and irrevocable.

Signature of the employee. _____

Name of the employee _____

Designation _____

Office _____

Contributory Provident _____

Fund Account No. _____

Policy for Allotment of Plots to the Oustees

From

The Chief Administrator,
Haryana Urban Development Authority,
Mani-Majra (U.T.), Chandigarh.

To

1. All the Administrators,
Haryana Urban Development Authority,
2. All the Estate Officer/Assistant Estate Officers in
Haryana Urban Development Authority.

Memo.No. S-2-92/2074 to 2088

Dated 18.3.1992

Subject: Allotment of residential plots/commercial sites to the Oustees in the various Urban Estates set up by H.U.D.A.

I am directed to the address you on the subject cited above and to inform you that formulation of policy for allotment of plots to the oustees has been engaging attention of HUDA since long. Thus, after due consideration the Haryana Urban Development Authority in its meeting held on 20.2.1992 under the Chairmanship of Hon'ble Chief Minister, Haryana have decided that the plots to the oustees will only be offered if they were owners of land proposed to be acquired on the following terms and conditions :-

- (i) Plots to the oustees would be offered if the land proposed to be acquired is under the ownership of the oustee prior to the publication of the notification under Section 4 of the Land Acquisition Act and if 75% or more of the total Land owned by the land-owners in that sector is acquired.
- (ii) Oustees whose land acquired is :
 - (a) Less than 500 sq. yards would be offered a plot of 50 sq. yards.
 - (b) Between 500 sq. yards and one acre would be offered a plot of 250 Sq. yards.
 - (c) From 1 acre and above would be offered a plot of 500 sq. yards or where 500 square yards plots are not provided in the layout plan, two plots of 250 square yards, each may be given.
- (iii) The above policy shall also apply in case there are a number of Co-sharers of the land which has been acquired. If the acquired land measures more than one acre, then for the purpose of granting benefits

under this policy, the determining factor would be the area owned by each co-sharer respectively as per his/her share in the joint holding. In case the acquired land of the co-sharer is less than one acre, only one plot of 250 sq. yards would be allotted in the joint name of the co-sharers.

- (iv) If the land of any land owners is released from acquisition, he/she would not be eligible to avail of any benefit under this policy (irrespective of the area of land released).
- (v) As per the policy the oustee shall be entitled to a developed plot/plots, the size of which would depend upon the area of his acquired land subject to a maximum of 500 sq. yards. The oustee shall be entitled to this benefit under this policy only once in the same town where his land was situated/located. However, in cases where the land of a person situated in the same town is acquired in pockets at different times, the owner shall be entitled to claim the benefit on account of the entire area acquired (at different times) for purposes of claiming the benefit under this policy.
- (vi) Allotment of plots to the oustees will be made at the allotment rates advertised by the Haryana Urban Development Authority for that sector. Land-owners will be given compensation for their land which is acquired.
- (vii) Claims of the oustees for allotment of plots under this policy shall be invited by the Estate Officer, Haryana Urban Development Authority concerned before the sector is floated for sale.
- (viii) The commercial sites/buildings are sold by auction. The sites/buildings be also allotted to oustees on reserve price as and when the auction of the same is held. While putting such sites/buildings to public auction, the oustees who want to purchase the sites/buildings could represent before hand for allotment, so that requisite number could be reserved for them. However, if the area acquired of the commercial site is equivalent or less to the area of booth/shop-cum-flat being auctioned by HUDA, they may be given a booth/SCO sites keeping in view the size of acquisition under this policy.

These instructions may be brought to the notice of all concerned.

Sd/-
Chief Administrator
Haryana Urban Development Authority,
Mani-Majra (U.T.), Chandigarh.

Policy for Rehabilitation and resettlement of Land Owners – Land Acquisition Oustees

From

The Chief Administrator
HUDA, Panchkula.

To

All the Zonal Administrators HUDA
All the Estate Officers HUDA.

Memo No. UB-I/AU-III/2008/16290-300

Dated 28.04.08

Subject:- Policy for Rehabilitation and resettlement of Land Owners –Land Acquisition Oustees.

This is in supersession of all the policy guidelines on the subject circulated from time to time.

The State Government has notified a Rehabilitation and Resettlement policy vide notification No. 5451-R-V-2007/13258 dated 07.12.2007 (Copy enclosed). This policy is applicable to Haryana Urban Development Authority also w.e.f. the date mentioned in the notification. The detailed Procedure /guidelines shall follow.

This has been issued in anticipation of approval of the Authority.

DA/As Above

Administrative Officer,
For Chief Administrator, HUDA

Endst. No. UB-I/AU-III/2008/

Dated

A copy along with the copy of notification No. 5451-R-V-2007/13258 dated 07.12.2007 is also forwarded to the following for information and necessary action:-

1. The Chief Town Planner, HUDA Panchkula.
2. The Chief Controller of Finance, HUDA Panchkula
3. The Secretary, HUDA Panchkula
4. The Enforcement Officer, HUDA HQ's Panchkula.
4. District. Attorney HUDA Panchkula
5. Deputy ESA, HUDA Panchkula
6. All the Assistants in Urban Branch I & II, HUDA HQ's

DA/As Above

Administrative Officer,
For Chief Administrator, HUDA

Instructions regarding Oustee's claim

From

The Chief Administrator,
Haryana Urban Development Authority,
Panchkula.

To

All the Zonal Administrators/ Estate Officers, HUDA.
Memo No.UB-1/DS-08/9129-33
Dated: 12/3/08

Subject: CWP No. 5706 of 2005-Rattan Lal and others V/s State of Haryana and others-Regarding rejection of claims/applications of oustees for allotment of plots under oustees quota without issuance of advertisements wherever applicants failed to apply despite issuance of advertisements in the past.

....

Reference on the subject cited above.

Hon'ble High Court vide its order dated 10.12.2007 in CWP No. 5706 of 2005-Rattan Lal and others V/s State of Haryana and others has held that any allotment of plot to any oustee without due advertisement in any case would be viewed seriously as the existing process without advertisements is likely to be misused and the writ petition has been dismissed. Copy of Hon'ble High Court judgment dated 10.12.2007 is enclosed for your ready reference.

In view of above, it has been decided that wherever Ousteas / land owners are claiming allotment of plot under oustees quota without issuance of advertisement and wherever they have failed to apply despite issuance of advertisement in the past, there claims should be rejected straightway.

Therefore as and when oustees plots are available for allotment proper advertisement may be issued for inviting applications for allotment of plots under oustees quota.

The above instructions should be compiled with in letter and spirit and any deviation in this regard shall be viewed seriously.

Enforcement Officer,

For Chief Administrator, HUDA, Panchkula.

Endst. No. UB-1/DS-08/9134-38 Dated: 12/3/08

A copy of the above is forwarded to the following for information and necessary action :-

1. Chief Town Planner, HUDA, Panchkula.
2. Chief Controller of Finance, HUDA, Panchkula.
3. Secretary, HUDA, Panchkula.
4. Legal Remembrancer, HUDA, Panchkula.
5. Dy. ESA, HUDA, Panchkula.

Enforcement Officer,

For Chief Administrator, HUDA, Panchkula.

Policy of Transfer of Plots/Constructed Houses within Family Members

From

The Chief Administrator,
HUDA, Panchkula

To

1. All the Administrators, HUDA
2. All the Estate Officers/Asstt. Estate Officers, HUDA.
Memo No A-1(P)-2002/23702-22 Dated 4-9-02

Subject: Transfer policy of Residential/Commercial plots - Family transfer.
This is in continuation of Memo No.A-1(p)-2000/4959-79 dated 3.3.2000.

As per policy circulated vide above referred letter, the transfer of residential/commercial plots wherein either full payment has already been made or laid down schedule of instalments is over, whichever is earlier is allowed only through execution of conveyance deed/sale deed. However, in other cases, wherein full payment of the plot has not so far been made and schedule of payment of instalments is not yet over, the maximum four transfers are allowed before final payment. In case of family transfer or addition/deletion of name within the family, the plots are transferred through conveyance deed/sale deed.

Now the number of representation has been received with request for addition/deletion of the name of spouse/family member in the ownership for getting loans from Govt. offices/Banking institutions without insisting of conveyance deed/sale deed. The matter has been considered and examined and was placed before the Authority in its 85th meeting held on 26.6.2002 vide Agenda Item No. A-85(13) for consideration and decision. The Authority has decided to allow transfer of plot/constructed house/site within the family and addition/deletion of name of spouse/family member on payment of administrative charges of Rs. 5000/- only even in such cases, where full payment has been made. In the cases of such plots/house where the conveyance deed has already been executed, the transfer of plot/house within the family shall be allowed through sale deed only. This amendments/provisions will be made applicable prospectively. All other terms and conditions shall however remain the same.

These instructions may be brought into the notice of all concerned.

Sd/-

Administrative Officer,
for Chief Administrator, HUDA.

Policy Guidelines for Offer of Possession to the Allottees of HUDA Plots.

NEW PROCEDURE FOR OFFER OF POSSESSION

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula

To

1. All the Administrators in HUDA.
2. All the Estate Officers in HUDA.

Memo No. A-Pwn-2008/UB-I/ 39995-96

Dated: 27.11.08

Subject: Policy Guidelines for Offer of Possession to the Allottees of HUDA Plots.

1. It has been observed that the Allottees face a lot of problem in taking possession of the allotted plots particularly in old HUDA sectors. Such problems arise due to change in the size of plot, non-availability of plots, change in the shape of plots etc. The root cause of these problems is that the plots are not actually being demarcated at site. Such problems come to notice only when the Allottee asks for taking the possession of the allotted plot after a long gap. In order to fulfill its commitment for allotment of plot, HUDA has to either offer alternate plots by carving out additional plots in unplanned pockets or in case the plots are not available in the same sector, offer plots in adjoining sectors at the rates applicable at the time of allotment. It causes great financial loss to HUDA and also invites litigations from the Allottees.
2. In order to solve such problems, the following decisions have been taken-
 - (i) That the Allottees should be asked to take possession of the allotted plot within a maximum period of three months of offer of possession. They should also construct a boundary wall atleast of nine inches height within another three months so that if there are any disputes regarding possession, the same can be taken care of immediately.
 - (ii) That in case the Allottee fails to take possession of the allotted plot within the prescribed time limit and subsequently it comes to the notice that the allotted plot is not available at site, he/she will not be entitled for offer of alternative plot at subsequent stage on the same terms and conditions on which the original plot was allotted. In such an eventuality, the Allottee will be offered alternative plot at current rates.
 - (iv) That mere taking of possession by the Allottee and construction of nine inches boundary wall shall not exempt the Allottee from the payment of extension fees unless he or she constructs minimum 25% area as per the existing bye-laws.

3. You are, therefore, requested that all the Allottees may be asked to take the possession of the plots within three months wherever the possession of the plots have already been offered by HUDA. A public notice to this effect is also being issued in prominent news papers by the Head Quarter to give wide publicity to this policy decision. However, you may also issue Press Release for wide publicity in your jurisdiction.

You are also requested to take further action accordingly and a compliance report of the above guidelines be sent to the HQ.
This issues with the approval of Hon'ble Chief Minister-cum-Chairman HUDA.

Sd/-

Chief Administrator, HUDA

Endst. No. A-Pwn-2008/UB-I/39997-40005 Dated: 27.11.2008

A copy of the above is forwarded to the following for information and necessary action:-

1. The Chief Town Planner, HUDA Panchkula.
2. The Chief Controller of Finance, HUDA Panchkula.
3. The Chief Engineer, & Chief Engineer-I, HUDA, Panchkula.
4. The Senior Architect, HUDA, Panchkula.
5. The Legal Remembrancer, HUDA, Panchkula.
6. The Enforcement Officer, HUDA (HQ), Panchkula.
7. The Dy. ESA HUDA, Panchkula.
8. All the Assistants in Urban Branch (HQ) HUDA Panchkula.

Administrator (HQ)
For Chief Administrator, HUDA

From

The Chief Administrator,
Haryana Urban Development Authority,
(Urban Branch-I), Sector-6, Panchkula.

To

1. All the Administrators in HUDA.
2. All the Estate Officers in HUDA.

Memo. No. A-Pwn-UB-I-2009/28161-83

Dated: 05.08.2009

Subject: Policy Guidelines for offer of possession to the Allottees of HUDA Plots.

This is in partial modification of the Policy Guidelines regarding offer of possession to the allottees of HUDA plots circulated vide memo no. A-Pwn-2008/UB-I/39995-56 dated 27.11.2008.

The guidelines circulated vide memo referred to above stated that the allottee should be asked to take possession of the allotted plot within a maximum period of three months of offer of possession. They should also construct a boundary wall atleast of nine inches height within another three months.

Now, it has been decided that;

(i) If the allottee, after taking over physical possession of his/her plot at site, gives an affidavit (on non-judicial stamp paper) that he/she will start the construction on the allotted plot within one year of the date of taking over of possession, then, it will not be compulsory for such an allottee to first raise the construction of nine inches high boundary wall, and the allottee can complete construction of boundary wall before applying for Occupation Certificate.

(ii) In case of those allottees who have submitted an affidavit for starting construction on the plot within one year of the taking of possession, the request for approval of building plans shall be entertained, even if he has not construct nine inches high demarcation boundary. However, requests for re-allotment, mortgage permission, transfer permission etc in such cases also shall not be entertained without construction of either the nine inches high demarcation boundary or the actual boundary wall as per affidavit.

(iii) Those allottees, who do not intend to start the construction within one year, and do not submit such an affidavit, will be required to under take construction of the nine inches high boundary wall as per Para (i) of the existing policy. The period of one year for starting expiry of the period committed in the affidavit, failing which no requests for re-allotment, mortgage permission, transfer permission, sanction of building plan etc. shall be entertained. **All other shall remain unchanged.**

This issues with the approval of the Hon'ble Chief Minister, Haryana.

Sd/-

Administrator (HQ), HUDA.
For Chief Administrator, HUDA

Endst. No. A-Pwn-UB-I-2009/28163-A

Dated: 05.08.2009

A copy of the above is forwarded to the following for information and necessary action:-

1. The Chief Controller of Finance, HUDA, Panchkula.
2. The Chief Engineer, HUDA, Panchkula.
3. The Enforcement Officer, HUDA, Panchkula.
4. General Manager (IT), HUDA, Panchkula.
5. All Assistants/Record Keepers of Urban Branch-I/II.

Sd/-

Administrator (HQ), HUDA.
For Chief Administrator, HUDA

Revised Rates of Interest on Delayed Instalments

HARYANA URBAN DEVELOPMENT AUTHORITY,
PANCHKULA.

No. HUDA-Acctts-Acctt-1-2002/35410-65

dated: 10-12-2002

To

1. All the Administrators,
HUDA (in the State).
2. All the Estate Officers,
HUDA (in the State).
3. The Engineer-in-Chief
HUDA, Panchkula
4. The Chief Engineer,
HUDA, Panchkula.
5. The Chief Town Planner,
HUDA, Panchkula.

Subject: Revision of rate of interest.

It is intimated that HUDA Authority in its 86th meeting held on 13.11.02 has decided to reduce the rate of interest on delayed payment/possession interest as follows:

The possession interest on the balance amount of instalments has been reduced from 15% to 11% p.a. and interest on delayed payment of instalments has also been reduced from 18% to 14% p.a. (simple). However, the rate of interest on enhanced compensation will continue to be charged at the existing rate of interest 15% p.A. (simple) in view of the fact that same rate of interest is being paid to the land owners by HUDA as per the Land Acquisition Act. These rates will be applicable on all the price fixation cases, new allotments, agreements, updation of price etc.

It has also been decided by HUDA to implement these rates of interest w.e.f. 15.11.2002.

Sd/-

Chief Controller of Finance,
for Chief Administrator, HUDA, Panchkula.

Amendment in the HUDA policy for the allotment of plots/payment of interest on the deposited amount

HARYANA URBAN DEVELOPMENT AUTHORITY, PANCHKULA

No.HUDA-Acctts-Acctt-I-2007/ 2912-47

Dated: 25.1.2007

To

1. All the Administrators
HUDA (In the State).
2. All the Estate Officers,
HUDA (In the State)

Subject: Amendment in the HUDA policy for the allotment of plots/payment of interest on the deposited amount.

Please refer to the subject cited above.

The Authority in its 98th meeting held on 12.12.2006 has decided that in the present payment schedule, an additional provision may be made that in case balance 75% of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.

It has also been decided that it will be made clear in the application form as well as allotment letter that HUDA will offer the possession of the plot within a period of 3 years of allotment. In case the possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @ 9% p.a. (or as may be fixed by Authority from time to time) on the amount deposited by the allottee after the expiry of 3 years till the date of offer of possession. In this case the allottee will not be required to pay the further instalments. The payment of balance instalment will only start after the possession of the plot is offered to the allottee.

In order to avoid problem of alternative plots, it has been decided that the plots will be advertised only after the plots are demarcated on the site. A committee under the chairmanship of concerned field Administrator comprising of S.E., DTP and Estate Officer would verify the clear number of plots available on the site which could be advertised for sale. Block of plots will be marked, road will also be marked on the ground before this verification in order to ensure that only clear plots i.e. free from litigation and free from encroachment are advertised. The clear plots will be advertised and allotted to the oustees and thereafter balance plots will be advertised for sale amongst the general public. This will elimi-

Amendment in the HUDA Policy on deposited amount

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nate the problem of allotment of alternative plot. In any case, if the alternative plot, if any, is required to be allotted, the same will be allotted in the same sector on the same rate and term and conditions. In case alternative plot is not available in the same sector then it will be allotted in the adjoining sector. However even in this case only the original rate will be charged as per the original allotment letter.

These provisions will be applicable only on those plots which shall be allotted henceforth.

This is for your information and further necessary action.

Chief Controller of Finance
for Chief Administrator,
HUDA, Panchkula.

Endst.No.HUDA-Acctts-Acctt-I-2007/2912-47 Dated :25.1.2007

A copy is forwarded to the following for information and necessary action:-

1. The Chief Administrator, HUDA, Panchkula.
2. The Administrator, HQ, HUDA, Panchkula.
3. The Engineer-In-Chief, HUDA, Panchkula.
4. The Chief Town Planner, HUDA, Panchkula.
5. The Secretary, HUDA, Panchkula.
6. The District Attorney, HUDA, Panchkula.
7. All the Superintending Engineer, HUDA (in the State)
8. All the DTP's (in the State)

Chief Controller of Finance
for Chief Administrator,
HUDA, Panchkula.

Allotment of Old Age Home/Creche in Urban Estates

From The Chief Administrator,
HUDA Panchkula

To

1. All the Administrators
HUDA.
2. All the Estate Officers/Asstt. Estate Officers,
HUDA

Memo No. A-1(P)-2002/5324-27 Dated 20/3/02

Subject : Policy for allotment of old age Home/Creche in the Urban Estates of HUDA.

The matter on the subject was under consideration for a long time. Now, it has been decided that HUDA will construct one old Age Home in each Urban Estate upon land measuring one acre from its own sources. HUDA will further give these buildings on leasehold basis on nominal lease of Rs. 100/- p.a. either to the Distt. Red Cross Society or to the reputed Social Institutions/Welfare Organisation/Trust as per terms and conditions approved by the Authority. The construction of Old Age Home in each Urban Estate shall be made out of the funds generated from the sale of school sites and other community sites, which has already been charged from the plot holders. The allotment shall be made on the following terms and conditions for running the Old Age Home by the concerned institutions:-

1. The allotment shall be made on 15 years leasehold basis and nominal lease money of Rs. 100/- p.a. shall be charged. After the expiry of this period lease can be extended on the terms and conditions as decided by the Authority at that time.
2. The institutions/trust should be registered.
3. Initially the allotment shall be made on leasehold basis for first three years. Thereafter the working of the institutions shall be assessed by the concerned D.C./Administrator and on their recommendations the lease shall further be extended for another three years and onwards.
4. The ownership of the building/land will continue to vest with HUDA.
5. Any addition/alteration will not be carried out except with the prior approval of HUDA. The maintenance of the building will be done by the concerned institutions.
6. The concerned institutions/trust shall pay all cesses/taxes chargeable to the land/building.
7. If there is any breach of any of the conditions, HUDA shall have the right to take back the land alongwith structure created thereupon without any compensation.

8. The use of land other than, for which it is earmarked, will not be allowed in any case and the building would revert back to HUDA in case of any violation.
 9. No commercial use shall be allowed under any circumstances.
 10. The lessee shall have no right to transfer the land/building in any case.
 11. One officer of HUDA (concerned E.O.) shall be the member of the Managing Committee to watch & ward the HUDA/public interest.
 12. This facility shall be made to Sr. Citizens/old men on very nominal charge/token money.
 13. The allotment of land shall further be governed by the provisions of HUDA Act, 1977, rules & regulations framed thereunder.
- You are, therefore requested to identify the land for construction of Old Age Home in the Urban Estates under your jurisdiction and take further necessary action accordingly.

In addition to the construction of one site in each Urban Estate, HUDA will also identify additional sites measuring 1000-2000 Sq. mtr. subject to availability of land and according to the requirement in bigger Urban Estates like Gurgaon, Faridabad, Panchkula etc. These sites will be advertised on the terms and conditions as made applicable in case of allotment of land to Social and Charitable Institutions issued vide. memo No. A-5-91/26619 dated 26.12.1991. The rate of these sites shall be 50% of the institutional rates.

The Creche sites shall be allotted as per the terms and conditions made applicable for social and charitable institutions on 99 years leasehold basis. The rates of these sites shall also be 50% of the institutional rates. These sites may also be advertised.

This is in anticipation of the approval of the Authority.

Sd/-
Administrative Officer
for Chief Administrator, HUDA.

Endst. No. A-1(P)-2002/5328-42

A copy is forwarded to the following for information and necessary action :-

1. The Joint Director (Legal), HUDA, Panchkula.
2. The Chief Engineer/Addl. Chief Engineer, HUDA, Panchkula.
3. The Chief Town Planner, HUDA, Panchkula.
4. The Chief Controller of Finance, HUDA, Panchkula.
5. The Secretary, HUDA, Panchkula.
6. The Dy. Economic and Statistical Advisor, HUDA, (HQ), Panchkula.
7. All the Assistants/Record Keeper of Urban Branch, HUDA (HQ)

Sd/-
Administrative Officer
for Chief Administrator, HUDA.

Policy guidelines for leasing out of Crèche/School Buildings constructed by HUDA in various Urban Estates and Community Centre Buildings constructed by HUDA in villages within HUDA sectors.

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To

1. All the Administrator, HUDA.
 2. All the Estate Officers, HUDA.
- Memo No. U.B.-II. A-K.K.2009/4611-4633 Dated: 20.02.2009

Subject: Policy guidelines for leasing out of Crèche/School Buildings constructed by HUDA in various Urban Estates and Community Centre Buildings constructed by HUDA in villages within HUDA sectors.

It is intimated that as per laid down planning norms, HUDA has been carving out various community building sites like Creche sites, School sites, Hospital etc. HUDA also constructs buildings on some of the sites as per prescribed norms and hand over the same to the respective Departments on 99 years lease hold basis on a nominal token lease of Rs. 100/- per annum. Similarly Community Centre Buildings have been constructed by HUDA in villages within HUDA sectors.

2. In the past, it has been experienced that due to their budgetary constraints the respective departments have not been coming forward to take over the sites/building. The utilization of these buildings is also very poor. It has, therefore, been decided that such buildings should be leased out for their gainful use to some other agencies/reputed NGOs for a specified period on nominal monthly rent.

3. It has also been observed that HUDA has not constructed any Creche/School for special children i.e. mentally retarded, physically challenged etc. in any of its Urban Estates. It has, therefore, been decided that the leasing of buildings of Creche/School constructed by HUDA in various Urban Estates and Community Centre Buildings constructed by HUDA in villages within HUDA sectors to the reputed NGOs may be made.

4. For this purpose, a Screening Committee consisting of concerned Administrator, HUDA as Chairman of the Committee and concerned Deputy Commissioner and District Education Officer as members has been constituted. The concerned Estate Officer, HUDA, shall be the Member Secretary of the Committee who shall invite the applications and convene the meeting of the Screening Committee.

The leasing of these buildings shall be governed by the following terms and conditions:-

- (i) As per the policy in vogue, 50% of the sites earmarked for Creche/School shall be disposed off through auction. Balance 50% sites shall be offered to the District Red Cross Society, District Child Welfare Council or Education Department for running of Creche/School. In case the District Red Cross Society, District Child Welfare Council or Education Department, as the case may be, refuses to take the offered sites then only those sites where building has been constructed by HUDA shall be considered for leasing to the reputed NGOs for running of Creche/School for special children. Similarly constructed Community Centre Buildings in villages within HUDA sectors can also be leased out to NGOs who want to undertake welfare work in these villages.
- (ii) The applications for leasing of constructed Creche/School buildings and Community Centre Buildings constructed by HUDA in villages within HUDA sectors shall be invited through advertisement. Only the reputed NGOs registered for the last two years before the date of issue of advertisement shall be eligible to apply.
- (iii) The Creche/School buildings shall be leased to only those NGOs who are working in the field of imparting education to the poor on charitable basis shall only be eligible to apply.
- (iv) The Screening Committee shall examine the applications received and forward its recommendations to the Chief Administrator, HUDA for approval of leasing of the constructed Creche/School buildings/Community Centre Buildings (constructed by HUDA in villages) who shall submit the matter to Chairman HUDA for approval.
- (v) That the constructed Creche/School building/Community Centre Buildings (constructed by HUDA in villages) shall be initially leased for a period of five years at token lease money of Rs. 100/- per year. The lease shall be reviewed after five years and can be renewed for another five years term on satisfactory performance of the NGO, with the approval of Chief Administrator, HUDA. Further renewal of the lease for another five years (beyond 5+5 years) shall be with the approval of Chairman HUDA. Any further extension thereafter shall be with the approval of the Authority.
- (vi) That the ownership of land and building will continue to vest with HUDA.
- (vii) That the additions/alternation in the constructed building can be made by the NGO with prior approval of the concerned Estate Officer, HUDA. However, entire investment shall be made by the lessee and no refund/payment on this account shall be made after determination/cancellation of the lease.
- (viii) That the lessee shall have no right to sub lease the ownership of the land or building constructed thereon by way of transfer or gift or sale or any other manner.
- (ix) That if there is any breach of any of the terms and conditions of lease, HUDA shall have right to take back the land alongwith the structures constructed thereon by the lessee, if any, without any compensation whatsoever.

- (x) That the NGO shall bear all the recurring expenses annual maintenance costs, cesses or taxes chargeable to the land /building etc.
- (xi) That the use of land/building in any manner other than the one for which it is being leased shall not be allowed in any case.
- (xii) That no commercial use of land or building constructed thereon shall be allowed under any circumstances.
- (xiii) That the said lease of land shall further be governed by the provisions of HUDA Act, 1977, Rules & Regulations framed there-under.

5. You are requested to take immediate necessary action and send compliance report to this office at the earliest.

This issues with the approval of Hon'ble Chief Minister, Haryana-cum-Chairman, HUDA.

Incharge Urban Branch- II,
For Chief Administrator, HUDA.

Endst No. A-KK-2008/UB-II/ 4634- 66

Dated: 20.02.2009

A copy of the above is forwarded to following for information and necessary action please:-

1. Commissioner & Secretary to Govt. of Haryana Education Deptt., Sector-17, Chandigarh.
2. Higher Education Commissioner, Shiksha Sadan Sector-5, Panchkula.
3. Director General, School Education, 30 Bays Bldg. Sector-17-C, Chandigarh.
4. Director, Elementary Education, 30 Bays Bldg. Sector-17-C, Chandigarh.
5. The All Deputy Commissioner in the State.
6. The Chief Engineer-I & II, HUDA, Panchkula.
7. The Chief Town Planner, HUDA, Panchkula.
8. The Chief Controller Of Finance, HUDA, Panchkula.
9. The Enforcement Officer, HUDA, Panchkula.
10. The D. A., HUDA, Panchkula.
11. The Dy. E.S.A., HUDA, Panchkula.
12. All Asstt. In Urban Branch I & II.

Incharge Urban Branch-II,
For Chief Administrator, HUDA.

Extension in Time Limit for Construction of Residential/ Commercial Plots and Charging of Extension Fee

From

The Chief Administrator,
HUDA, Panchkula

To

1. All the Administrators HUDA
2. All the Estate officer/Asstt. Estate Officer, HUDA
Memo No. A-1(P)-2002/ 35832-52 dated 18/12/02

Subject : Grant of extension in time limit for construction of residential/ commercial plots - Charging of extension fee thereof.

This is in continuation of this memo No. A-1-2001/32942 dated 28.12.2001 on the subject cited above.

The matter has been reexamined for grant of further extension to such allottees, whose extension period expires/expired on or before 31-12-2002 and also for revision of rates of extension fee for all the catagories of the allottees. After deliberation, the matter was placed before the Authority in its 86th meeting held on 13.11.2002 vide agenda item No.A-86(8) for consideration and decision. The Authority has approved the extension period for 17th and 18th year in respect of residential plots/commercial plots beyond the normal construction period to be availed by the allottees on the following terms and conditions:

1. The extension policy was introduced in HUDA for the first time during the year 1987. Therefore, the year of 1987 is the BASE YEAR for the purpose of extension policy. Provided that in case of offer of possession made prior to 30.6.85, the year 1987 shall be construed as first year for the purposes of counting of extension period.
2. A period of 18 years has been allowed to all the allottees for the construction of houses after the expiry of normal period of 2 years from the date of offer of possession. Thus the extension policy would be continuous one and would not expire at the end of any calendar year thereby giving equal opportunity for maximum 18 years extension to all the allottees.
3. The rates of extension fee for the period of 18 years w.e.f. the calendar year 1999 are given as under:-

Zone	Urban Estate
(a) High Potential Zone	Gurgaon, Faridabad, Panchkula
(b) Medium Potential Zone	Karnal, Panipat, Bhadurgarh.
(c) Low Potential Zone	Rest of the Urban Estates.

Residential plots:

Year in which the Plot falls after the expiry of the normal period of construction	High Potential Zone	Medium Potential Zone	Low Potential Zone
1st Block			
1st year	20.00	15.00	10.00
2nd year	20.00	15.00	10.00
3rd year	20.00	15.00	10.00
2nd Block			
4th year	35.00	25.00	15.00
5th year	35.00	25.00	15.00
6th year	35.00	25.00	15.00
3rd block			
7th year	50.00	35.00	20.00
8th year	50.00	35.00	20.00
9th year	50.00	35.00	20.00
4th Block			
10th year	75.00	50.00	30.00
11th year	75.00	50.00	30.00
12th year	75.00	50.00	30.00
5th Block			
13th year	80.00	55.00	30.00
14th year	80.00	55.00	30.00
15th year	80.00	55.00	30.00
6th Block			
16th year	85.00	60.00	35.00
17th year	85.00	60.00	35.00
18th year	85.00	60.00	35.00

4. There shall be no change in the rates of extension fee in respect of plots upto 100 Sq.yd. and the earlier rates shall be made applicable as approved by the Authority in its 72nd meeting held on 19.11.97.

Commercial plots:-

In respect of commercial sites upto 2 storeys/more than 2 storeys the rates for extension fee may be charged @ two times/three times of the rates of residential plots respectively.

The other terms and conditions of extension policy shall remain the same

The above instructions may be brought into the notice of all concerned/plot holders and due publicity be given at the local level. The above policy shall be made applicable w.e.f. 1.1.2003 in respect of 17th and 18th year.

Sd/-
Administrative Office,
for Chief Administrator, HUDA.

Instructions regarding construction within prescribed period

From

The Chief Administrator,
Haryana Urban Development Authority,
(Urban Branch-I), Sector 6, Panchkula.

To

- (1) All the Administrators HUDA in the State of Haryana.
- (2) All the Estate Officers HUDA in the State of Haryana.

Memo No.A-UB-K.K.-2009/ 30727-49 Dated: 28.08.2009

Subject: - Extension policy- Resumption of plots for failure to complete construction within prescribed period.

This is partial modification of the policy guidelines bearing memo no.A-1(P)/2007/3265-86 dated 29.01.2007, A-1-2007/15857-78 dated 28.04.2007 and 23187-208 dated 02.07.2007.

2. It has been decided that one time relaxation for completion of the building may be granted to following categories of allottees till 30.11.2009 provided they pay double the extension fee applicable for last year in their respective cases for each year of delay:-

- (a) Plots where Building Plan was got approved, construction was started and Completion Certificate applied for but not issued due to some deficiencies.
- (b) Plots where Building Plan was got approved, construction started but Completion Certificate not applied for, since the required level of construction was reached late.
- (c) Where construction has been completed without getting building plans approved, (compoundable violation) provided they apply for grant of Occupation Certificates after raising minimum construction till 30.11.2009.

3. Where original allottees have expired without completing construction, legal heirs have not been brought on record and the plots have not been transferred to legal heirs due to lapse of extension period.

In such cases the following time bound schedule shall be followed:-

- (i) The Estate Officer will give Public Notice in two leading newspapers, one Hindi and other in English to the effect that all the legal heirs of deceased allottees will get the plot transferred in the names of legal heirs within 3 months from date of publication of this policy.
- (ii) All Estate Officers will transfer the plot within one month from the date of receipt of documents complete in all respects.
- (iii) Extension upto 31.12.2010 for construction of building over the plot and apply for occupation certificate may be given including completion of all formalities i.e. obtaining of possession, sanction of building plan, D.P.C. Certificate etc.

All such allottees will have to pay up to-date extension fee as per HUDA policy calculated as per latest rates.

(Sd/-)

Administrative Officer, UB-I,
for Chief Administrator, HUDA

Endst. No. A-UB-K.K.-2009/ 30750-67

Dated: 28.08.2009

A copy of the above is forwarded to the following for information and necessary action:-

1. The Chief Controller of Finance, HUDA, Panchkula.
2. The Legal Remembrancer, HUDA, Panchkula.
3. The Chief Town Planner, HUDA, Panchkula.
4. The Senior Architect, HUDA, Panchkula.
5. The Chief Engineer, HUDA, Panchkula.
6. The Enforcement Officer, HUDA, Panchkula.
7. The General Manager (IT), HUDA, Panchkula.
8. The Dy. ESA, HUDA, Panchkula.
9. All the Assistants/Record Keepers in Urban Branch-I & II.

(Sd/-)

Administrative Officer, UB-I,
for Chief Administrator, HUDA

Policy for handing over the possession of built up Community buildings to various Deptt. Like Education Deptt. Police Deptt., Sports Deptt. Health Deptt. Etc in Urban Estate developed by HUDA

From

The Chief Administrator,
Haryana Urban Development Authority,

To

1. All the Administrator(s), HUDA.
2. All the Estate officers /Asstt. Estate officers, HUDA.

Memo No. A-1-9/20153-73

Dated 7-06-09

Subject: - Policy for handing over the possession of built up Community buildings to various Deptt. Like Education Deptt. Police Deptt., Sports Deptt. Health Deptt. Etc in Urban Estate developed by HUDA.

Reference on the subject cited above.

The matter to adopt uniform policy for handing over the possession of built-up community buildings to various Deptt. Like Education Deptt. Police Deptt. Sports Deptt. And Health Deptt was under active consideration. In case of built up schools, HUDA allot these schools buildings to education Deptt. on a nominal lease of Rs. 100/- per annum. On the same analogy, the other built up community buildings like Police post, Dispensaries etc. may be allotted on the following terms and conditions :-

1. The sites will be allotted on 99 years lease hold basis and on nominal lease money of Rs. 100/- per year shall be charged.
2. The ownership of buildings/land will continue to vest with HUDA.
3. Any addition /alteration in the building will not be carried out except with the prior approval of HUDA.
4. The maintenance of building will be done by concerned deptt.
5. The concerned deptt. Shall pay all cesses /taxes chargeable to the land/ building.
6. If there is any breach of any of the conditions, HUDA shall have the right to take back the land alongwith structures created thereupon without any compensation.
7. The use of land other than for which it is earmarked, will not be allowed in any case and the building would revert back to HUDA in case of any violation.

This is with concurrence of the Hon'ble C.M., Haryana.

You, are, therefore, to take further action for handing over the possession of built up building to the concerned department. It is also made clear that these terms & conditions will also be applicable on the sites/buildings which have already been handed over to the concerned Deptt. by HUDA free of cost.

Sd/-
Administrative Officer,
For Chief Administrator, HUDA

Memo. No. A-1-99/20174-83

Dated 7.6.99

A copy is forwarded to the following for information and necessary action.

1. Director, Higher Education/Secondary Education/ Primary Education, Education Department, Haryana, Chandigarh.
2. Director General of Police, Haryana, Chandigarh.
3. Director, Sports Deptt., Haryana, Chandigarh.
4. DGHS, Health Deptt., Haryana, Chandigarh.

They are requested to take over the built up buildings, if not already taken from HUDA on the above terms & Conditions. It is also made clear that these conditions will also be applicable on the sites. Which have already been handed over to them by HUDA free of cost.

5. The Chief Engineer, HUDA, Panchkula.
6. The Chief town planner, HUDA, Panchkula.
7. The Chief Controller of Finance, HUDA, Panchkula.
8. The District attorney, HUDA, Panchkula.

Sd/-
Administrative Officer,
For Chief Administrator, HUDA

Instructions regarding sanctioning of Building plan submitted on the basis of std, design/ Arch. Control issued by HUDA

From
Chief Administrator, HUDA,
(Architecture Wing)
Panchkula.

To
The Administrator,
HUDA, Panchkula, Faridabad, Gurgaon, Rohtak, Hisar.
Memo no-SA-HUDA-2008/ 3237-41 Dated/ 8.10.2008

Sub:- Instructions regarding sanctioning of Building plan submitted on the basis of std, design/ Arch. Control issued by HUDA.

It has been decided that in case of sanctioning of std. design/ Arch. Controls issued by HUDA if internal changes are there in the drawings, the same have to be authenticated by a private Architect and then routine procedure of sanctioning is to be followed.

In case the allottee is submitting the drawings without any internal changes, authentication of private Architect has to be there for indicating the Public Health services line, and other mandatory provisions which are to be checked and approved by Engineering Wing of HUDA, however in such cases plans should only be referred to Engineering Wing (For Public Health approval) and Estate office. (For ownership verification & dues checking).

Sd/
Senior Architect,
For Chief Administrator,
HUDA, Panchkula.
Dated/ 8.10.2008

Endst.No/SA-HUDA-2008/3242-3317

A copy of the above is forwarded to the following for information and further necessary action please.

1. The Chief Town Planner, HUDA, Panchkula.
2. The Chief Engineer/Chief Engineer-1, Panchkula.
3. The Chief Controller of Finance HUDA, Panchkula.
4. All Superintending Engineers HUDA, Circle Pkl/Hisar/Rohtak/Karnal/ Fbd/Gurgaon.
5. All Estate Officer HUDA, all U/E. HUDA.
6. All Executive Engineer, HUDA & all U/E, HUDA.
7. All Architects HUDA, Pkl.(Sh.Chadha, Sh.Goel, Sh.Yadav, Sh.Sehgal & Sh.Ahuja, L.S.A)
8. All DTP in all U/E Haryana.

Sd/
Senior Architect,
For Chief Administrator,
HUDA, Panchkula.

Policy for regularization of Nursing Homes running from residential premises

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To

The Administrators, HUDA
All the Estate Officers, HUDA.

Memo No. A-Pwn-2008/UB-II/26053-75

Dated: 21.07.08

Sub:- Policy for regularization of Nursing Homes running from residential premises.

This is in supersession of the earlier guidelines on the subject circulated vide HUDA (HQ's) memo No. A-6/2005/27527 dated 21.10.05 on the subject as cited above.

2. In the context of representations received for regularization of nursing home, which came into existence on or after 01.01.1992, after deliberations, a decision had been taken that the policy may further be reviewed. As a follow up to the above decision, keeping in view the background of the discussions / deliberations to improve the medical care facilities in the Urban Estates developed by HUDA, the matter after examination was placed before the Authority in its 101st meeting held on 11.06.08. It has been decided that use of residential buildings in Urban Sectors developed by HUDA, which fulfills the prescribed eligibility criteria may be allowed for setting up Nursing Homes, provided:

(i) The residential premises are owned by the Doctor(s) who are applying for permission to set up Nursing Homes or their family members i.e. Spouse/ Parents/Children on payment of requisite conversion charges. However, the permission can also be given to tenant doctors provided they fulfill other requirements but in their case, they will have to pay annual fee equivalent to 10% of conversion charges.

(ii) Permission shall be granted for only those residential premises which are having a minimum size of plot equal to 500 Sq. Yds. and are located on roads having a width of at least 30 mtrs.

(iii) Each building in respect of which permission is sought should have a parking space for 'four wheeled' vehicles atleast equal to the number of indoor beds plus two. Parking space may be inside or outside of the building or both. The parking space outside the building will be public parking space which will be maintained by HUDA or Municipal Council/Corporation/Local Body which will be at liberty to charge fee from Nursing Home owners or from those who park their vehicles thereupon or both.

3. Procedure:

The application for granting permission to the Nursing Home shall be made on the prescribed Performa to the respective Estate Officer, HUDA along with the following documents/Charges:-

· One Time Conversion Charges :-

(i) **In the cases where premises are owned by the doctor(s) or their family members i.e. spouse / parents / children.**

· Hyper Potential Zone consisting of Urban Estate Gurgaon @ Rs.3,000/- per sq. yd.

· High Potential Zone (HPZ) consisting of Urban Estate Faridabad and Panchkula @ Rs.2,000/- per sq. yd.

· Medium Potential Zone (MPZ) consisting of Urban Estates Ambala, Bahadurgarh, Hisar, Jagadhri, Karnal, Kurukshetra, Panipat, Rewari & Rohtak. @ Rs.1,000/- per sq. yd.

· Low Potential Zone (LPZ) consisting of rest of Urban Estates @ Rs.500/- per sq. yd.

· Conversion charges will be recovered in two annual installments which will carry an interest @ 10% compounded annually. In case, the 2nd installment of conversion charges is not paid within 90 days of the due date, the permission may be withdrawn by the Estate Officer after issuing a Show Cause Notice. In addition, delayed interest @ 15% compounded annually will have to be charged instead of 10% compound interest for delayed payments.

· The complete project report containing therein the activities / functions proposed to be carried out in full details, especially Surgeries, Lab tests. etc.

· An affidavit duly attested by the Judicial/Executive Magistrate of First Class undertaking that he will abide by all the terms and conditions of this Policy shall be submitted by the applicant.

(ii) In case of a tenant Doctor:-

· One year's annual conversion charges equal to 10% of conversion charges, thereafter, the same will have to be paid in advance every year before start of the new Financial Year beginning 1st April every year failing which the permission will lapse automatically. If the doctor continues with the Nursing Home operations beyond the permissible period, he will have to pay conversion Charges for the unauthorized period along with 15% compound interest. The year for annual conversion charges will be from April to March next year. Full annual conversion charges will have to be paid for first year irrespective of date of application in the financial year.

· A deed of rent agreement from the owner of the residential premises in the name of the doctor applying for permission at least for three years duly registered as per law.

· Scrutiny of the applications shall be carried out by following Committee:-

(i) Civil Surgeon of the District. Chairman

(ii) Deputy Commissioner or his Member Representative.

(iii) Concerned Estate Officer, Member Secretary HUDA

- This Committee shall scrutinize the applications vis-à-vis the laid down criteria / legislations / policy guidelines circulated by HUDA/Central/ State Governments from time to time. The number of beds, needs and the availability of parking space shall also be examined by this Committee.
- Concerned Estate Officer of HUDA will convene the meetings of the Committee. The Committee will meet in a maximum period of one month from the date of receipt of application and will send its recommendations to the Zonal Administrator. The Authority to approve the running / functioning of a Nursing Home from residential plot / building shall lie with the Zonal Administrator, HUDA. The formal approval shall be circulated by respective Estate Officer, HUDA.

4. Other Terms & Conditions:-

- (i) No Nursing Home shall be allowed to function from a residential building except with the prior written permission of the Estate Officer, HUDA. The usage of plot/building shall be as per HUDA covered area, FAR norms pertaining to residential premises subject to Zoning Plans and a permission to occupy the building issued by the competent authority.
- (ii) The Building Plan of Nursing Home shall also have to be got sanctioned.
- (iii) Adequate arrangements for disposal of hospital waste must be made by the owner. The applicant should be registered with the Health Department for usage of incinerators installed / to be installed in the concerned district.
- (iv) No commercial activities including chemist shop shall be allowed in the building premises.
- (v) The Nursing Home shall be open to inspection by the Committee/Officers of HUDA / Health Department at regular intervals. It shall be lawful for officers of the Estate Office or any other officers authorized by the Chief Administrator to inspect the premises at all reasonable hours to ensure that the conditions of permission are being complied with. In case of infringement of any condition of permission, the Estate Officer, HUDA, may, after such inquiry as deemed necessary, cancel the permission after giving a reasonable opportunity of being heard.
- (vi) The Nursing Home shall be liable to pay taxes, cesses and further parking charges (outside the premises) if any, levied by HUDA/ concerned Local Bodies.
- (vii) The Nursing Home shall have to make adequate arrangements for the drainage / disposal of the effluents, cleanliness of the area. It should be ensured that no-nuisance or hardship is caused to the nearby residents of area.
- (viii) It shall be obligatory to observe formalities / follow directions / meet the norms of the laid down guidelines circulated / amended from time to time by HUDA/State Govt. in the Department of Health & other statutory bodies, concerning running of a Nursing Home.
- (ix) The permission shall also be governed by the provisions of HUDA Act, 1977, Rules and Regulations framed hereunder from time to time.
- (x) The permission shall be liable to be withdrawn if the Nursing Home violates any of the conditions of approval.

- (xi) The applicant will give his e-mail address for sending all communications including changes in the Policy from time to time and all communications sent by HUDA to his e-mail address shall be deemed to have been conveyed to him. Likewise, he can send his communications to HUDA to its e-mail address huda@hry.nic.in.
- (xii) An affidavit duly attested by the Judicial/Executive Magistrate of First Class undertaking that he will abide by all the terms and conditions of this Policy shall be submitted by the applicant.

You are requested to examine and decide the cases pertaining to the Urban Estates falling within your jurisdiction accordingly. The follow up / status report may also be sent to (HQ) from time to time.

Incharge Urban Branch-I,
For Chief Administrator, HUDA

Endst. No. A-Pwn/2008/UB-I/26076-106 Dated 21.07.08

A copy of the above is forwarded to the following for information and necessary action.

1. All Deputy Commissioners of Haryana State.
2. The Director General, Health Services, Sector-6, Panchkula / All Civil Surgeons of Haryana State.
3. The Chairman, Haryana State Pollution Control Board, Sector-6, Panchkula.
4. The Chief Town Planner, Haryana, Town and Country Planning Department, Sector-18, Chandigarh.
5. The Chief Town Planner, HUDA, Panchkula.
6. The Chief Engineer, HUDA, Panchkula.
7. The Chief Controller of Finance, HUDA, Panchkula.
8. The Legal Remembrancer, HUDA, (HQ) Panchkula.
9. The Deputy ESA HUDA (HQ), Panchkula.
10. The President, Indian Medical Association, Haryana State Branch.
11. All Assistants / Record Keeper of Urban Branch, HUDA, (HQ).

Incharge Urban Branch-I,
For Chief Administrator, HUDA

Allotment of Nursing Home and Clinic Sites through auction – modification therein

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To

The Administrators, HUDA
All the Estate Officers, HUDA.
Memo No. A-Pwn-2008/UB-II/26367 Dated: 23.07.08

Sub:- Allotment of Nursing Home and Clinic Sites through auction – modification therein.

This is in partial modification of earlier guidelines circulated vide HUDA (HQ's) memo No. A-14-97/16291-311 dated 12.05.97 on the subject as cited above.

The matter cited as subject has been re-examined and placed before the Authority in its 101st meeting held on 11.06.08. It has been decided to amend the earlier auction policy with regard to Nursing Homes / Clinic Sites provided by HUDA in various Urban Estates and in future the auction of such sites shall be restricted to only doctors i.e. who practice the profession in following manner :-

- (a) Nursing Home site shall be auctioned only to the specialists i.e. postgraduates in the field i.e. MD/MS/M.D.S. etc.
- (b) Clinic Sites shall be auctioned only to those persons who are having Bachelor Degree in Medicine, Dental Surgery, Unani or Ayurvedic Medicines etc.

The other terms and conditions of auction shall remain the same. This policy shall be applicable from the date of issue of this letter.

Incharge Urban Branch -I,
For Chief Administrator, HUDA

Endst. No. A-Pwn/2008/UB-I/26368-75 Dated 23.07.08

A copy of the above is forwarded to the following for information and necessary action.

1. The Director General, Health Services, Sector-6, Panchkula.
2. All Civil Surgeons of Haryana State.
3. The Chief Town Planner, HUDA, Panchkula.
4. The Chief Engineer, HUDA, Panchkula.
5. The Chief Controller of Finance, HUDA, Panchkula.
6. The Legal Remembrancer, HUDA, (HQ) Panchkula.
7. The Deputy ESA HUDA (HQ), Panchkula.
8. All Assistants / Record Keeper of Urban Branch, HUDA, (HQ).

Incharge Urban Branch -I,
For Chief Administrator, HUDA

Allotment of Institutional Plots for setting up, Hospital, Nursing Home, Clinic and amendment in the terms and conditions thereof

From

Chief Administrator,
HUDA, Panchkula.

To

All Administrator/Estate Officer in HUDA.

Memo No. U.B. A-K.K.2009/5104-26

Dated:26-2-2009

Subject: Allotment of institutional plots for setting up, Hospital, Nursing Home, Clinic and amendment in the terms and conditions thereof.

-:-

In continuation of this office memo no. A-1-2002/4489 dated 6.3.2002 on the above noted subject.

The matter has been re-examined and it has been decided that permission may be granted for changes in organizational structure of individual allottees of various sites for construction of Corporate Offices, Research and Development Centers, Staff-Education and Training Centers, Officers of Professional Group/Associations/Societies not engaged in Commercial/Manufacturing activities with the prior approval of Chief Ministercum-Chairman, HUDA. Such permissions shall be subjected to the following conditions :-

1. The original allottee will have to retain 51% share in the ownership of plot.
2. No change of land use will be allowed.
3. The allottee shall abide by the terms and conditions as prescribed in the original allotment letter/policy of HUDA.
4. The processing fee of Rupees 5000/- shall be charged in such case.
5. The allotment of land shall be governed by HUDA Act, 1977, rules and regulations framed thereunder.

Incharge Urban Branch-11
For Chief Administrator, HUDA.

C.C.

All Asstt. Urban Branch U.B. 1 & 11 (H.Q.)

Policy for Reservation of Residential Plots for Advocates in HUDA Urban Estates

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To

1. All the Administrators of HUDA in the State.
2. All the Estate Officers of HUDA in the State.

Memo No. UB-I-NK-2008/ 30928-48

Dated: 29.08.08

Subject: Regarding Reservation of Residential Plots for Advocates in HUDA Urban Estates- C.M.'s Announcement.

1. The issue of providing reservation of Residential Plots for Advocates in HUDA Urban Estates has been engaging the attention of the State Government for some time. In view of the Chief Minister's announcement, it has now been decided that henceforth the reservation of residential plots for Advocates shall be made in HUDA sectors as follows-

S. No.	Zone	%age of Plots to be reserved
i)	Hyper and High Potential Zones which include a) Urban Estate of Gurgaon. b) Controlled areas in Gurgaon District including controlled area declared around Sohna town. c) Controlled areas of Panipat and Kundli-Sonepat Multi-Functional Urban Complex. d) Periphery Controlled areas of Panchkula.	Nil (they can apply for the plots as general category alongwith others)
ii)	Medium Potential Zone which includes a) Controlled areas of Karnal, Kurukshetra, Ambala City, Ambala Cantt, Yamunanagar, Hisar, Rohtak, Rewari-Bawal-Dharuhera Complex, Gannaur, Oil Refinery Panipat (Beholi). (b) Controlled areas of Faridabad District including controlled areas around towns like Palwal and Hodel.	5%
iii)	Low Potential Zone which includes all the remaining controlled areas declared in the State.	10%

2. The said allotment shall be governed by the following terms and conditions-

- a) The applicant must be a lawyer practicing in that Urban Estate, where he or she applies for a plot. Further, the applicant should be a member of the Bar Association of the District/ Sub Division comprising that Urban Estate and registered with the Bar Council of Punjab and Haryana High Court for at least one year on the date of submitting his or her application for the allotment of a plot under the policy.
- b) The applicant must be a permanent resident of Haryana.
- c) The applicant should not be having a plot or house or flat in any Urban Estate of Haryana State or Chandigarh or Mohali in his or her own name or in the name of his or her spouse or dependent children or in the name of HUF comprising all or any one of them.
- d) Those advocates who have ever been allotted a plot or land out of Government Servant Reserve Quota, Discretionary Quota or any other reserved category at any time anywhere in Haryana shall not be eligible under this policy.
- e) The applicant shall be required to submit an affidavit alongwith his or her application in terms & condition no. a, b, c and d above.
- f) The allotment shall be governed by the HUDA Act, 1977, Rules and regulations framed there-under from time to time.
- g) The above facility of reservation will be available to a successful applicant only once in a life time.

3. It is, therefore, requested that the above policy should be kept in view while floating new residential sectors in future. It is further requested that an acknowledgement of the receipt of this communication may be sent within 15 days of the receipt thereof.

This policy is being issued with the prior approval of the Chief Minister-cum-Chairman, HUDA.

Sd/-

Chief Administrator, HUDA

Endst. No. UB-I-NK-2008/30949-58 Dated 29.08.08

A copy of the above is forwarded to the following in continuation of this office letter no. A-1/2006/738-45 dated 8th January, 2007 for information and necessary action:-

1. The Chief Controller of Finance, HUDA Panchkula.
2. The Chief Town Planner, HUDA Panchkula.
3. The Legal Remembrancer, HUDA Panchkula.
4. The Secretary, HUDA, Panchkula.
5. The Distt. Town Planner (N) with the direction to process the case to be placed before the Haryana Urban Development Authority in its next meeting for ex-post-facto approval.
6. The Enforcement Officer, HUDA (HQ) Panchkula.
7. The Deputy ESA, HUDA, Panchkula.
8. All the Assistants of UB-I & II.

Sd/-

Administrator, HUDA (HQ)
For Chief Administrator, HUDA

Internal Distribution-

1. Sr. Secretary to the Chairman, HUDA-cum-C.M., Haryana for the information of Chairman, HUDA-cum-C.M., Haryana.
2. PS/FCTCP for the information of FC TCP.

**Policy regarding Reservation of Residential Plots for
Advocates in HUDA Urban Estates**

From

The Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To

All the Administrators of HUDA in the State.

Memo No. UB-I-NK-2009/ 7593-97

Dated: 19.03.2009

**Sub:- Regarding Reservation of Residential Plots for Advocates in HUDA
Urban Estates – C.M. Announcement.**

This is in continuation of this office Memo No. UB-I-NK-2008/ 30928-48 dated 29.08.08 on the above cited subject.

The Policy issued vide under reference was placed before the Authority in its 102nd meeting held on 24.02.2009 vide agenda item no. A-102nd (23) for approval, with the proposal to modify condition (f) of the policy as under:-

“An individual shall be eligible to make one application only. In case more than one application is made by an applicant, all his applications will be rejected and a deduction of Rs. 1000/- per application shall be made from earnest money as processing charges”.

The Authority has accorded its approval to the proposal contained in the agenda. A copy of the agenda item no. A-102nd (23), alongwith relevant extract of proceedings, is enclosed herewith for further necessary action.

Sd/-

DA/As Above Incharge Urban Branch-I
For Chief Administrator, HUDA

Endst. No. UB-I-NK-2009/7598-7620

Dated 19.03.2009

A copy is forwarded to the following for information and necessary action:-

1. The Chief Controller of Finance, HUDA, Panchkula.
2. The Chief Town Planner, HUDA, Panchkula.
3. The Legal Remembrancer, HUDA, Panchkula.
4. The Secretary, HUDA, Panchkula.
5. The Enforcement Officer, HUDA, HQ, Panchkula.
6. All the Estate Officers of HUDA in the State.
7. The Deputy ESA, HUDA, Panchkula.
8. All the Assistants of Urban Branch-I & II.

Sd/-

Incharge Urban Branch-I
For Chief Administrator, HUDA

**Guidelines regarding registration of
'Independent Floors'**

From

Chief Administrator,
Haryana Urban Development Authority,
Sector-6, Panchkula.

To,

1. All the Administrators of HUDA in the State.
2. All the Estate Officers of HUDA in the State.

Memo. No. A-PHK-UB-I/2009/6552-83

Dated: 13.03.2009

Subject: Guidelines regarding registration of 'Independent Floors'.

As a follow up to the decisions taken in the meeting held under the Chairmanship of Hon'ble Chief Minister, Haryana on 11.11.2008 regarding registration of 'Independent Floors' following guidelines for registration of 'Independent Floors' have been formulated and got approved from the Competent Authority:-

1. APPLICABILITY OF FLOOR WISE REGISTRATION:

Registration of independent floors shall be allowed in case of residential plots in HUDA Sectors. In case of built up property situated in existing sectors (where owner has applied for/obtained occupation certificate prior to the date of issuance of these guidelines) registration of independent floors shall be allowed only in case of buildings constructed on the plots of 180 Sq. yards or above area. However, in case of vacant plots in old sectors as well as all residential plots in new sectors, there shall be no restriction regarding size of plots that can have multiple owners floor-wise.

2. PARAMETERS FOR FLOOR WISE REGISTRATION OF BUILDINGS:

- (i) Every building subject to the provisions of HUDA Act 1977, rules and regulations framed there under can have a separate and independent unit on each floor. Each such dwelling unit shall be designated as 'Independent Floor' Each 'Independent Floor' shall be recognized as a distinct, identifiable property with a separate identification number, to which the owner shall have title alongwith proportionate rights in the declared common areas and common facilities, rights of access, easements and other ownership rights as well as the right to use, transfer or dispose-off the property in accordance with the applicable law and rules.
- (ii) Owner of each 'Independent Floor' shall be entitled to separate utility connections such as water supply and electricity subject to building regulations/rules of Power Utilities.
- (iii) The basement, if any, allowed in a residential building shall not constitute a separate sub division/floor. The basement shall form a part of the 'Independent Floor' at ground level. However, in case owners of different 'Independent Floors' in a building intend and agree to use

basement as a common area for facilities such as parking or other plant and equipment required for different floors in the building, they may have undivided proportionate rights in the basement.

- (iv) The garage, servant quarters, store, open spaces etc. constructed at ground floor forming part of the buildings ancillary to the main residential building shall not form a separate sub division and shall form part of the ground floor only.
- (v) No increase in maximum permissible FAR will be allowed. However, the owner shall have an option to distribute the maximum permissible coverage equally on all the floors.
- (vi) No sub division of plot and vertical divisions of buildings shall be allowed.
- (vii) Disputes, if any, shall be limited to the agreement partners and HUDA shall not be a party. No claim shall be leviable against HUDA by any of the parties for non-construction.

3. ELIGIBILITY CRITERIA & OTHER CONDITIONS:-

3.1 Only such owners shall be eligible to transfer the floor-wise ownership of his/her building:

- (i) Who has completed all the three floors as per approved building plans/building bye laws and obtained occupation certificate thereof from the competent authority,

OR

Who has got approved the building plans for all floors and submits a joint undertaking by the transferee/transferors in the form of an affidavit that they mutually agree to complete construction of their respective floors, as per approved plan, within a reasonable specified period, can be allowed to transfer floor wise ownership rights. This agreed reasonable period shall be clearly mentioned in the re-allotment letter as well conveyance/sale deed.

- (ii) Who has paid full cost of the plot to HUDA, including enhanced compensation, and got the conveyance deed/sale deed, as the case may be, executed & registered, in his/her favour.
- (iii) There are no dues/arrears in respect of his/her plot.
- (iv) That there is no misuse of the site/building.
- (v) That the owners of 'Independent Floors' in a building shall make adequate arrangement for parking of their vehicles within their premises and shall not misuse road/public property for parking in any manner what so ever.

3.2 Any two 'Independent Floors' can be jointly allowed to be transferred provided the ownership of both the floors is being transferred to one person.

3.3 In case the building is not constructed and floor wise building plans are approved as per clause 3(b), then the transferees/owners of different floors shall be liable to make the following payments as & when and in the manner demanded by the Authority:

- (i) Enhanced compensation demanded after execution of the conveyance deed/sale deed.
- (ii) Extension fee - to be recovered in the percentage of coverage under his/her ownership or on fixed percentage decided by the transferors/transferees through a joint undertaking in the form of an affidavit.

- (iii) Compounding fee will be paid by the owner of each floor as levied by HUDA.

4. PROCEDURE FOR TRANSFER OF OWNERSHIP OF FLOORS.

4.1 The present owner/allottee shall make an application on the prescribed Performa to the concerned Estate Officer, HUDA for granting permission to transfer the ownership of 'Independent Floor'. The request shall be accompanied by the following information/documents:

- (i) The area/floor proposed to be transferred alongwith details of Common areas and common facilities duly defined on the prescribed format(s) and further shown and marked on the approved building plan.
- (ii) Administrative Charges of Rs. 10,000/- (Ten thousand only).
- (iii) Original allotment letter.
- (iv) A copy of the approved building plan.
- (v) A copy of the occupation certificate (in case of constructed building).
- (vi) Photographs of the existing building from all corners.

4.2 The Estate Officer shall, if he is satisfied with the completion and correctness of information provided with the declaration and after having the building inspected, if necessary, upon fulfillment of required formalities and payment of fee shall grant permission to transfer the ownership of floor, subject to the following terms and conditions:

- (i) The transferee shall get a sale deed of the respective 'Independent Floor' executed /registered in his/her favour with respective Sub-Registrar and shall submit a certified copy thereof with the Estate Officer, HUDA concerned.
- (ii) The Indemnity Bond by the owner/transferor on the Performa No.....F-1.
- (iii) An affidavit from the transferee on the Performa No.....F-2.
- (iv) To deposit the arrears payable if any.

4.3 The above documentation/formalities shall be completed by the transferor and transferee both within a period of 90 days to be reckoned from the date of issuance of permission to transfer failing which the permission to transfer shall stand withdrawn and the owner shall have to apply afresh. The administrative charges deposited alongwith the earlier request shall stand forfeited.

4.4 Thereafter, on fulfillment of required formalities and documentation by the transferor and transferee, transfer of ownership as an apartment by the Estate Officer HUDA concerned under these rules shall be accorded by way of a fresh letter of allotment in favour of transferee and also in favour of transferor in supercession of the previous letter of allotment.

4.5 Such letter of allotment shall recognize the ownership of the 'Independent Floor' as the owner thereof, who shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein. Each 'Independent Floor' after it has been transferred as an

apartment by the concerned Estate Officer, HUDA shall be sole and exclusive property of the declared owners. Such owners shall be fully and exclusively responsible and liable for complying with all provisions of the HUDA Act 1977, rules & regulations framed there under and covenants of the allotment letter and conveyance deed pertaining to the site or the building, and also to pay the enhancement in compensation, if any awarded by the court(s) in proportion to the percentage of total covered area available for construction on the floor under his ownership. The transferees/owners of all the 'Independent Floors' in a building can also pay the amount of enhancement in compensation on fixed percentage basis to be decided by the transferors/transferees through a joint undertaking in the form of an affidavit.

4.6 All these provisions of HUDA Act, rules and regulations framed there under from time to time and covenants shall apply, pari passu, to the apartments and to the owners thereof, as they did and would have, to the site of building and the owners thereof.

5. COMMON AREAS AND COMMON FACILITIES

5.1 Definition:

"Common Area and common facilities in relation to a residential building shall include the land covered by the building and all easements rights of access and other similar rights belonging to the land and the building. The common structures such as foundations, columns, beams, supports, main valves, common roofs, corridors, staircase, fire escapes, entrances and exist of the building. Such parking areas, passages, driveways, gardens, storage space, spaces for security, as are required or specified for common use. Installations of common services such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage, elevators, tanks, pumps, ducts and such other common facilities as may be prescribed from time to time. All other parts of the building and land necessary for maintenance, safety and common use."

5.2 Every declaration for registration of 'Independent Floors' of a building shall contain the complete details regarding the common areas and common facilities. These may be used by all the owners and occupiers of the building equally and without hindrance, subject to reasonable restrictions to ensure privacy and common access to all owners and occupiers.

5.3 The owners of each 'Independent Floor' shall be entitled to the exclusive use and possession of the 'Independent Floors' as declared, and shall be entitled to ownership of such percentage of the un-divided interest in the common areas and common facilities as specified in the declaration. Such percentage shall be computed by taking as basis the value of the sub-division in relation to the value of the building.

5.4 The percentage of the un-divided interest of each 'Independent Floor' in the common areas and common facilities shall be a permanent character and shall not be altered without the written consent of all the owners to be obtained and filed before the concerned Estate Officer of HUDA.

5.5 The common areas and common facilities shall remain un-divided and no owner or occupier of any 'Independent Floor' or any person shall be entitled to seek a partition or division of any part thereof before the concerned Estate Officer, HUDA or when making changes or amendments to the building, or in any other proceedings before the Chief Administrator, HUDA related to the building, without the written consent of all owners of the building.

5.6 Certain restricted common areas or restricted common facilities may be specified for use of some but not all the 'Independent Floors' and the owners and occupiers thereof.

A copy each of the following performas is enclosed:-

- | | |
|--|---------|
| 1. Application for Transfer of 'Independent Floor' | IF-A |
| 2. Indemnity bond by the transferor. | IF-1 |
| 3. Affidavit by the transferee. | IF-2 |
| 4. Re-allotment letter. | IF-RA |
| 5. Schedule-I: Description of each 'Independent Floor' | IF-SI |
| 1. Schedule-II: Schedule of Common Areas. | IF-SII |
| 2. Schedule-III: Schedule of Restricted Common Areas. | IF-SIII |
| 3. Schedule-IV: Schedule of Common Facilities. | IF-SIV |
| 4. Schedule-V: Schedule of Restricted limited Common Facilities. | IF-SV |

In the meeting held on 11.11.2008 under the Chairmanship of the Chief Minister, Haryana, it was decided that in addition to the normal Stamp Duty, 1% extra Stamp Duty will be paid by the party desirous of registering the floor wise dwelling units through a separate challan. This 1% Stamp Duty will be paid by the treasury to the Municipal Committee/HUDA depending on where the property in question is located, for defraying the costs of additional external development that the Municipal Body/HUDA will have to incur due to the pressures on the Civic amenities that will arise due to extra persons living on the plotted areas. Accordingly the FCR, Haryana has separately been requested to issue necessary directions to all concerned so that this 1% extra Stamp Duty, in case of registration of 'Independent Floors' on the plots/property located in the Urban Estates of HUDA, IF-A is paid by the treasury to the concerned Estate Officer of HUDA for the Urban Estate in which the 'Independent Floor' is located, on monthly basis.

You are requested to take necessary action as per above policy on the requests for transfer/registration of 'Independent Floors' and a monthly progress report indicating the applications received, permissions granted and no. of pending applications may be sent to this office by 7th of every month.

Administrator HQs,
For Chief Administrator, HUDA, Panchkula.

Endst. No. A-PHK-UB-I/2009/ 6584-91 Dated: 13.03.2009
A copy is forwarded to the following for information and necessary action:-

1. The Chief Controller of Finance, HUDA, Panchkula.
2. The Chief Engineer, HUDA, Panchkula.
3. The Chief Engineer-I, HUDA, Panchkula.
4. The Chief Town Planner, HUDA, Panchkula.
5. The Legal Remembrancer, HUDA, Panchkula.
6. The Senior Architect, HUDA, Panchkula.
7. The Enforcement Officer, HUDA, Panchkula.
8. The Dy. ESA, HUDA, Panchkula.

Administrator HQs,
For Chief Administrator, HUDA, Panchkula.

Application for Transfer of 'Independent Floor'

IF-A

To,
The Estate Officer,
Haryana Urban Development Authority,

Subject: Transfer of Ground/First/Second floor of Plot/Building No.
Sector Urban Estate

Sir,
I/We, Shri/Smt./Km. _____
S/o W/o, D/o _____ Resident of _____
Seek permission to
transfer Ground/First/Second floor of Plot/building No. _____
to Shri/Smt./Km. _____
S/o, W/o, D/o _____
Resident of _____

- (i) Gender: Male Female
- (ii) Marital Status : M Married Single
 Widow/Widower

I hereby certify that:

- *The plot/'Independent Floor' was allotted/transferred to me on _____.
- *Possession of the plot was taken over by me on _____.
- *The building plan of the proposed building was sanctioned by Estate Officer, HUDA vide memo no. _____ dated _____.
- *The building has been completed as per approved building plan.
- *The completion certificate of the building has also been issued by the Estate Officer, HUDA vide memo no. _____ dated _____.

* Strike out if not applicable.

In case of allottee, please specify (v) relevant category under which the plot was allotted:-

- | | | | |
|---------------------------|----------------------|-------------------------------|----------------------|
| (a) General | <input type="text"/> | (b) S.C./B.C. | <input type="text"/> |
| (c) War Widow | <input type="text"/> | (d) Defence/
Ex-Servicemen | <input type="text"/> |
| (e) Handicapped/
Blind | <input type="text"/> | (f) Oustees | <input type="text"/> |
| (g) Govt. Servant | <input type="text"/> | (h) Other (specify) | <input type="text"/> |

Size of Plot

- | | |
|-------------------------------------|-------------------------------|
| (i) As per Allotment letter | <input type="text"/> Sq. mtrs |
| (ii) Possession Offered | <input type="text"/> Sq. mtrs |
| (iii) Any incidental space allotted | <input type="text"/> Sq. mtrs |
| (iv) Total Possession taken | <input type="text"/> Sq. mtrs |

1. The conveyance deed has been executed and registered with the Registrar on .
2. The plot/'Independent Floor' is free from all encumbrances like mortgage, gift or transfer in any manner to anybody.
3. There is no dispute, litigation or court case/encroachment and misuse of plot/'Independent Floor' of any kind.

4. I/We further certify that nothing has been concealed in the above information. If, in future, it is found that the transfer has been effected on the basis of false information provided in this application, the transfer shall be deemed to be null and void and all the consequences of which (legal, financial etc.) shall be borne by me/us. In case Haryana Urban Development Authority suffers any loss on account of this transfer of as a consequence of this transfer, my/our property, my/our person, my/our legal heirs and successors shall be liable to make good the loss sustained by Haryana Urban Development Authority or its employees. In case any legal heirs or other persons shall make any claim regarding this plot, the litigation of the same will be defended by me/us and the loss suffered by Haryana Urban Development Authority will also be made good by me/us. I also undertake that disputes, if any, between the owners of all the 'Independent Floors' in this building pertaining to use of common areas and common facilities, non-construction of 'Independent Floors' as per schedule mutually agreed to, payment of enhanced compensation or any other such disputes shall be limited to the owners of the 'Independent Floors' and no claim shall be leviable against HUDA by any of the parties.

Transfer fee of

Rs.	Rupees	words
	Figures	

is attached as Bank Draft No./Dated

--

Yours Faithfully

Dated:

Place:

[Signatures/Name(S)]

The application should be accompanied by:

- (i) Original allotment letter/Re allotment letter.
- (ii) A copy of the approved building plan distinctly showing the area/floor proposed to be transferred alongwith details of Common Area and Common facilities/ Restricted Common area/facilities.
- (iii) A copy of the occupation certificate.
- (iv) Photographs of the existing building from all corners.
- (v) Schedule I to V for Common Area and Common facilities/ Restricted Common area/facilities
- (vi) Joint undertaking in the form of an affidavit regarding payment of enhanced compensation if it is to be paid on fixed %age basis by the owners of different floors in a building.
- (vii) Joint undertaking in the form of an affidavit regarding completion of construction of their floors in a specified/reasonable time period by the owners of different floors, where the building has not yet been constructed.

IF - 1

IDEMNITY BOND BY THE TRANSFEROR

This indemnity Bond is executed aton this (Name of Town) day of20, by Sh./Smt./KmAged..... years S/o, W/o, D/o Sh.....Resident ofhere in after called the Executant).

Whereas the Residential Plot number Sector, Urban Estatemeasuring was allotted/transferred to the Executant, and whereas the Executant, after getting the building plan sanctioned from the Competent Authority, has completed construction of all the three floors of the building thereon and obtained occupation certificate vide memo. no.dated..... or has got approved the building plans for all floors from Estate Officer, HUDA..... vide memo nodated.....

Whereas the Executant is desirous of getting property transferred on Ground floor/First floor/Second floor having a total covered area of sq.mtr, alongwith the common area and common facilities as defined and annexed with his request dated.....,in the name of Sh./Smt./Km S/o, W/o, D/o Sh.....resident of

And whereas the Estate Officer, HUDA,has asked the Executant to furnish indemnity bond for the transfer of the same.

NOW THIS IDEMUNITY BOND WITNESSETH AS UNDER

1. That the said transfer which is sought in the name of Sh./Smt./KmS/o, W/o, D/o Sh.....Resident of..... is a friendly/ family transfer and in case Haryana Urban Development Authority would suffer any loss on account of this transfer in his/her/their name, the Executant, his/her/ heirs, their property and his/her/their persons shall be liable to make good the loss which may be suffered by the Haryana Urban Development Authority, or its employees on account of this transfer.

2. That the legal heirs and successors of the Executant shall also be liable to make good the loss, if any, suffered by the Haryana Urban Development Authority.

3. That the legal heirs or other persons shall make any claim regarding this Residential plot, the litigation of the same will be defended by the Executant and the loss suffered by HUDA will also be made good by the Executant and his/her/ heirs, their properties and persons.

4. That the transferor also hereby indemnifies Haryana Urban Development Authority of any disputes whatsoever between the Executant and the transferee(s) pertaining to use of common areas and common facilities, non-construction of independent floors as per schedule mutually agreed to or any other such disputes between the transferor and transferee(s).

IN THE PRESENCE of the following witness this indemnity Bond is signed at Panchkula on the day, month and year first above written in the presence of following witnesses.

Witness:

- 1. _____
- 2. _____

EXECUTANT

IF - 2

AFFIDAVIT BY THE TRANSFEREE

I/We..... S/o, D/o, W/o..... Aged years, Resident of do hereby solemnly affirm and declare as under:

- (1) That I/We accept the allotment of 'Independent Floor' number _____ in the Residential building erected/to be erected on Plot no. _____ Sector _____, Urban Estate _____, having built up area of _____ sq. mtr. situated on Ground/ First/ Second floor of the said plot /building.
- (2) That I/ we further undertake to make payment of all the outstanding dues or such amount including enhancement compensation as may be due or become liable/due against this house, at later stage, either in proportion to the percentage of total covered area available for construction on each floor or on fixed percentage basic decided by the owners of all the 'Independent Floors' in the said building through a joint under taking attached in the form of an affidavit alongwith the transfer application.

- (3) I/We accept the terms and conditions of allotment of 'Independent Floor' situated in the above said plot and shall abide by the provisions of HUDA Act, 1977, rules and regulations applicable there under and as amended from time to time.
- (4) That I/We shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.
- (5) That I/We shall use the said house only for residential purpose and not for any other purpose except in accordance with any policy of HUDA.
- (6) That I/We shall pay the interest on the delayed payment of enhanced compensation as per policy of Authority or to be decided from time to time.
- (7) That I/We shall not raise any dispute in respect of any amount/interest paid by the transferor in respect of delayed payment of instalment/enhanced compensation/possession interest in respect of plot as per policy of Authority decided from time to time.
- (8) That I/We shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.

Place : DEPONENT

Dated :

VERIFICATION

Verified that the above contents of this affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. No part of it is false and correct.

Place : DEPONENT

Dated:

IF-RA

To

Sh./Smt.....

No..... Dated:.....



Subject: Re-Allotment of Ground/ First /Second floor of Plot/Building
No..... Sector.....covered area
sq. mtr in U/E.....

In furtherance to the permission to transfer of subject cited floor of building constructed/to be constructed on Plot No.....
Sector....., Urban Estate.....issued vide memo No
Dated.....and fulfillment of required formality by the transferor and an

affidavit accepting the terms and conditions of permission to transfer and original allotment letter and upon production of certified copy of registered sale deed for the said 'Independent Floor' Now the said 'Independent Floor' on plot no.....Sectorcomprising of..... square meter covered area, is hereby re-allotted in your name. You will henceforth have to abide by the terms and conditions (stated below) of this allotment letter and the provision of Haryana Urban Development Authority Act, 1977 and the instructions/guidelines and rules/regulations applicable there under, and as amended from time to time.

- 1. That you shall be entitled to the exclusive use of the transferred area/ floor and shall be entitled to ownership of such percentage of un-divided interest in the common areas and common facilities. *You shall also be responsible to maintain and share the maintenance cost of these common area/services.*
- 2. That you shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.
- 3. That You shall have to pay any enhancement in the cost of land awarded by the Competent Authority under the land Acquisition Act as determined by the Authority, either in proportion to the percentage of total covered area available for construction on each floor or on fixed percentage basis decided by the owners of all the 'Independent Floors' in a building through a joint under taking attached in the form of an affidavit alongwith the transfer application. The additional price determined shall be paid within thirty 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 permitted period. Thereafter, resumption proceeding shall be initiated in accordance with the provisions of Section 17 of Haryana Urban Development Authority Act, 1977.
- 5. In the event of breach of any condition of transfer, the Estate Office may resume the land and building in accordance with the provisions of Section 17 of the Act.
- 6. 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 without the prior permission of the Estate Officer.
- 7. The 'Independent Floor' 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 any land/building.
- 8. 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.
- 9. The Authority reserves to itself all mines and minerals what so ever in or under the said site with all such rights and power as may be necessary or expedient for the purpose of searching for working, obtaining,

- removing and enjoying the same at all such times and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of 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 reservation therein 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 the damage done to the surface on building on the said land by such works or working or letting down as may be agreed upon between Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.
10. The Authority may by its officers and servants at all reasonable time and in reasonable manner after 24 hours notice in writing enter in and upon any part of the said 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.
 11. The Authority shall have full right, power and authority at all time 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 reservation imposed and to recover from you as first charges upon the said land/building the cost of doing all or any such act and things and all cost incurred in connection there with or in any way relating thereto.
 12. All disputes and difference, arising out of or in any way touching or concerning this allotment what so ever 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 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, such Government Servant or officers 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.
 13. Disputes, if any, between the owners of all the 'Independent Floors' in this building pertaining to use of common areas and common facilities, non-construction of 'Independent Floors' as per schedule mutually agreed to, payment of enhanced compensation or any other such disputes shall be limited to the owners of the 'Independent Floors' and no claim shall be leviable against HUDA by any of the parties.
 14. 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.
 15. You shall abide by the conditions of allotment of incidental open space, if any.

16. Penal interest at the rates as decided by the Authority from time to time will be charged if payment of enhanced compensation is not received in time.
17. If the allottee appoints any attorney he/she shall submit the certified copy of the registered attorney alongwith photograph and signatures of the allottee duly attested by the magistrate within a week from the registration of the deed by Regd. A/D post or in person.
18. You shall complete the construction of your 'Independent Floor' as per the schedule agreed by you in the joint undertaking submitted alongwith the transfer application.

Estate Officer,
HUDA,.....

IF-S I

SCHEDULE -I: Description of each 'Independent Floor'.

(Attach one for each 'Independent Floor')

1. LOCATION:

- (a) Floor of each 'Independent Floor'
- (b) Identification Number allotted to 'Independent Floor'

2. DECIPTION:

- (a) Covered area of each 'Independent Floor'
- (b) Open area of each 'Independent Floor'
3. Common facilities and Common area which about the 'Independent Floor' or are enclosed within the 'Independent Floor' Percentage/Proportion of each 'Independent Floor' to the entire building:
4. Declared owners of each 'Independent Floor'
5. Colour of 'Independent Floor' on the building plan enclosed:
6. Remarks regarding boundaries of each 'Independent Floor'
7. Remarks regarding un constructed, open area forming part of each 'Independent Floor'
8. Remarks regarding common area/restricted common area forming part of each 'Independent Floor'
9. Remarks regarding common facilities/restricted common facilities forming part of each 'Independent Floor' Signatures of all declarants i.e. owners of each 'Independent Floor'

Signature of All Declarants,
i.e. Owners of all 'Independent Floors'

IF-S II

Plot no. _____ Sector _____
Urban Estate _____

SCHEDULE -II: SCHEDULE OF COMMON AREAS

Sr. No.	Name	Description	Level/ Colour/ Boundaries on Plan	Arrangement/ liability for 'repair/ maintenance

Signature of All Declarants, i.e. Owners of all 'Independent Floors' of the building.

IF- S III

Plot no. _____ Sector _____
Urban Estate _____

SCHEDULE -III: SCHEDULE OF RESTRICTED COMMON AREAS

Sr.No.	Name	Description	Level/ Colour/ Boundaries on Plan	Arrangement/ liability for repair/ maintenance	Restrictions on use.

Signature of All Declarants, i.e. Owners of all 'Independent Floors' of the building.

IF-SIV

Plot no. _____ Sector _____
Urban Estate _____

SCHEDULE -IV: SCHEDULE OF COMMON FACILITIES

Sr. No.	Name	Description	Level/ Colour/ Boundary on Plan	Arrangement/ liability for maintenance and repair

Signature of All Declarants, i.e. Owners of all 'Independent Floors' of the building.

IF- S V

Plot no. _____ Sector _____
Urban Estate _____

SCHEDULE -V: SCHEDULE OF RESTRICTED LIMITED COMMON FACILITIES

Sr.No.	Name	Description	Level/ Colour/ Boundary on Plan	Arrangement/ liability for maintenance and repair	Restrictions on use.

Signature of All Declarants, i.e. Owners of all 'Independent Floors' of the building.

COMPOUNDING POLICY: COMMERCIAL SITES GOVERNED BY ARCHITECTURE CONTROLS.

From:-

Chief Administrator,
H.U.D.A Panchkula.
(Arch. Wing).

To

1. The Administrator, H. U.D.A. (HQ), Panchkula.
2. The Administrator, H.U.D.A., Panchkula.
3. The Administrator, H.U.D.A. Faridabad.
4. The Administrator, H.U.D.A. Gurgaon.
5. The Administrator, H.U.D.A. Hisar.

Memo no-1326-1330

Dated 29.07.05.

Sub:- Formulation of Uniform compounding rates for the violations done by the allottees during construction on the commercial sites governed by standard Architectural Controls.

Ref:- Agenda item no. A-95 (18) of the meeting of Haryana Urban Development Authority held on 21.06.2005.

Please find enclosed a copy of the new policy for the compounding of violations done by the allottees during construction on the commercial sites governed by standard architectural controls. The above policy was approved by the Authority in its meeting held on 21.06.05 as agenda item no A-95 (18). The policy will be applicable with immediate effect.

It has also been decided that non compoundable violations shall not be compounded. The compounding rates for violations shall be charged as per the classification of the areas enclosed at annexure-II.

- DA/- 1. Compounding policy approved by Authority : Annexure-I
2. Classification of areas: Annexure-II.

-Sd-

Senior Architect,
For Chief Administrator,
H.U.D.A., Panchkula
dated 29.07.05

Endst. No. 1331-36

A copy of the above is forwarded to the Chief Administrator, (Urban Branch) Joint Director (legal), Engineer-In-Chief, H.U.D.A., CCF, H.U.D.A., Chief Town Planner, H.U.D.A. and Secretary, H.U.D.A Panchkula for information.

DA/- As above.

-Sd-

Senior Architect,
For Chief Administrator,
H.U.D.A., Panchkula.
Dated/ 29.07.05.

Endst. No. 1337-53

Copy of the above is forwarded to all the E.O.'s HUDA for kind information please.
DA/- As above.

-Sd-

Senior Architect,
For Chief Administrator,
H.U.D.A., Panchkula.

Agenda item no -A-95 (18)

ANNEXURE-I

COMPOUNDING POLICY OF COMMERCIAL BUILDINGS GOVERNED BY ARCHITECTURAL CONTROLS.

Sr. no.	Description of violation	Compounding rates in Rs. Approved by the Authority.	Remarks.								
1.	Shaft omitted at G.F, F.F, S.F in S.C.O./S.C.F.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Hyper</td> <td style="text-align: center;">High</td> <td style="text-align: center;">Medium</td> <td style="text-align: center;">Low</td> </tr> <tr> <td style="text-align: center;">60000/-</td> <td style="text-align: center;">50000/-</td> <td style="text-align: center;">30000/-</td> <td style="text-align: center;">20000/-</td> </tr> </table>	Hyper	High	Medium	Low	60000/-	50000/-	30000/-	20000/-	<p>a) Where the shafts are an independent provision for individual SCO/SCF omission of shaft is not compoundable.</p> <p>b) However, compounding has been proposed only for cases where common shafts have been shown in the Arch. controls and where the party constructing first omits the shaft from the position as shown in the Arch. control. In such cases compounding/penalty will be levied on the first party at the rates mentioned. The adjoining second party has been allowed the facility of providing the reduced shaft along with toilet of size/area falling within his SCO/SCF at the place stipulated in the Arch. control. For the reduced size no penalty is to be paid by the second adjoining party who has actually been forced to construct the reduced shaft due to omission of the shaft by the first party adjoining to him.</p>
Hyper	High	Medium	Low								
60000/-	50000/-	30000/-	20000/-								

Sr. No.	Description of violation.	Compounding rates in Rupees Approved by the Authority.	Remarks.
2.	Void/small pipe duct omitted	500/-	Pipe in common wall is not compoundable.
3.	Stair is provided from front side at second floor in SCF/SCO in those controls where terrace has been provided at second floor.	1000/-	Neither stair should be visible nor it should disturb the front elevation.
4.	Extra stair is provided in SCO/SCF	250/-	As long as structure is sanctionable.
5.	Minor change in front and rear elevation(each)	1000/-	Change in overall width and height of commercial sites is not compoundable. However, minor variation within the facade opening/ members within one inch may be considered as minor change and be compounded at proposed rate. However, overall effect of elevation should remain same.
6.	Flat is not constructed as per sanctioned plan.	Potential zone.	Change of Nomenclature is not allowed. Compounding be allowed provided the essential items of a flat like bath, W.C. and kitchen are maintained as shown or constructed as per provisions of bye laws. Coverage of cut out is not compoundable.

(Hyper High Medium Low.)
2880/- 2400/- 1440/- 960/-
(per Sq. mtr.)

Sr.No.	Description of violation.	Compounding rates in Rupees Approved by the Authority.	Remarks.
7.	DPC certificate not taken.	Potential zone.	
	i) Booth/Kiosk.	(Hyper High Medium Low.) Booth : 6000/- 5000/- 3000/- 2000/- Kiosk : 3600/- 3000/- 2000/- 1000/-	50% of the rate shall be charged if constructed as per plan.
	ii) Service booth/double Storey shop.	Potential zone. (Hyper High Medium Low.) 12000/- 10000/- 6000/- 4000/-	50% of the rate shall be charged if constructed as per plan.
	iii) SCO/SCF/Showroom/Institutional/G.H.S.	Potential zone. (Hyper High Medium Low.) 24000/- 20000/- 12000/- 8000/-	50% of the rate shall be charged if constructed as per plan.
8.	Unauthorized Occupation	Potential zone. (Hyper High Medium Low.) Booth: 12000/- 10000/- 6000/- 4000/- Kiosk: 6000/- 5000/- 3000/- 2000/- I.S./D.S.S. 18000/- 15000/- 9000/- 6000/-	Completion certificate in any case has to be obtained as per procedure.
	i) Booth/Kiosk/S.I.S./D.S.S.	(Hyper High Medium Low.) 30000/- 25000/- 15000/- 10000/-	Completion certificate in any case has to be obtained as per procedure.
	ii) SCO/SCF Potential zone.	Potential zone. (Hyper High Medium Low.) 36000/- 30000/- 18000/- 12000/-	Completion certificate in any case has to be obtained as per procedure.
	iii) Show rooms/GHS/Institutional.		

CLASSIFICATION OF AREAS.**ANNEXURE-II****Agenda Item No. A-95 (18).****I Areas in hyper potential zone.**

- a) Controlled areas declared under section-4 (I) (a) around municipal town Gurgaon.

II Areas in high potential zone.

- a) All the controlled areas in Gurgaon districts notified under provision of section-4 (I) (b) including controlled areas declared around Sohna Town.
- b) Controlled areas around Faridabad –Ballabgarh complex.
- c) Controlled areas of Sonapat-Kundli multifunctional urban complex, Panipat.
- d) Periphery controlled area of Panchkula.

III Areas in medium potential zone.

- a) Controlled areas of Karnal, Kurukshetra, Ambala City, Ambala Cantt, Yamuna Nagar-Jagadhari, Bahadurgarh, Hisar, Rohtak, Rewari-Bawal-Dharuhera complex, Gannaur, Oil Refinery Panipat (Beholi).
- b) Controlled area declared under section-4 (I) (b) in Faridabad district and also including around towns like Palwal and I lodel.

IV Areas in low potential zone.

- a) All the other controlled areas declared in the State.

From

The Chief Administrator,
HUDA (Town Planning Wing),
Panchkula.

To

The Estate Officer,
HUDA, Panchkula.
Memo. no. CTP/STP (N)/SB/9427

Dated: 05.10.09

Subject: Composition Rates for compoundable violations in Industrial, Institutional and Group Housing Sites applicable to Town & Country Planning Department and HUDA.

Reference: Your office memo.no.10843 dated 15.07.09.

The matter cited as subject has been examined. It is has been decided that a particular kind of violation should not be charged at different rates in different kind of plots. You are, therefore, requested to follow the compounding rates applicable for residential plots in case of group housing, Industrial and institutional plots. In case if there are different kinds of violations in industrial and institutional plots which are not covered in the uniform Compounding Policy, the same may be intimated to this office, so that a view could be taken for compounding rates to be fixed for such violations please.

-Sd-

Chief Town Planner,
for Chief Administrator, HUDA.

Endst. no. CTP/STP (N)/SB/9428-9510

Dated: 05.10.09

A copy is forwarded to the following for information and necessary action please:-

1. All the Zonal Administrators of HUDA.
2. The Chief Controller of Finance, HUDA, Panchkula.
3. The Chief Engineer/Chief Engineer-I, HUDA, Panchkula.
4. All the Superintending Engineers.
5. All the Senior Town Planners.
6. All the Estate officers HUDA.
7. All the Executive Engineers, HUDA.
8. All the District Town Planners
9. The Legal Remembrancer, HUDA.
10. The Enforcement Officer, HUDA HQ.
11. The Dy. ESA, HUDA, Panchkula.

-Sd-

Chief Town Planner,
for Chief Administrator, HUDA.

From

The Chief Administrator,
HUDA, (Architecture Wing)
Panchkula.

To

1. All the Administrators, HUDA, _____.
2. All the Estate Officers, HUDA, _____.

Memo.No.S.A/A / (LC)/09/3551-73 Dated/27-10-2009

**Subject: - Amendment in the Compounding Policy of residential areas:
till 30.11.09.**

As intimated by the field offices, amendment in the residential Compounding Policy circulated by T.P. Wing HUDA, Panchkula vide letter no.6691 dt. 17.7.08 vide which sanction of the building plans were made mandatory prior to construction has caused pendency for completion cases of many plot owners. To remove the public difficulty and pendency it has been decided to allow compounding of construction without getting the plans sanctioned provided the said construction conforms to the provisions of HUDA Bye-laws. The rates of compounding shall be kept the same as already circulated by T.P. Wing HUDA, Panchkula vide letter no. 17379 dt. 28.9.06 i.e. @Rs.400/-per sq.mt. This Compounding provision shall be valid till 30.11.09 only.

Senior Architect,
For Chief Administrator,
HUDA, Panchkula.

Endst.no.No.S.A/A (L.C)/HUDA/09/3574-3611 Dated/27-10-2009

A copy of the above is forwarded to the following for kind information and further necessary action:-

1. The P.S to C.A. HUDA, for kind information of C.A, HUDA Please.
2. The Administrator, (HQ), HUDA, Panchkula.
3. The C.T.P, HUDA, Panchkula.
4. The CCF. HUDA, Panchkula.
5. The Chief Engineer, HUDA, Panchkula.
6. The Chief Engineer-I, HUDA, Panchkula.
7. The Secretary HUDA, Panchkula.
8. All S.E. HUDA, Circle _____.
9. The L.R. HUDA, Panchkula.
10. All Executive Engineers, HUDA, _____.

Senior Architect,
For Chief Administrator,
HUDA Panchkula

NOTIFICATIONS

(i) Establishment of Haryana Urban Development Authority.

—No. S.O. 5/H.O./77/S. 3/77—In exercise of the powers conferred by sub-section (1) of section 3 of the Haryana Urban Development Authority Ordinance, 1977 and all other powers enabling him in this behalf, the Governor of Haryana hereby establishes an Authority to be known as the Haryana *[Urban] Development Authority with headquarter at Chandigarh with effect from the date of publication of this notification in the Official Gazette [See Hr. Gaz. legislative Supp. Pt. III Dt., 13-1-77 p. 33].

(ii) Secretary Town and Country Planning as Revisional Authority

—No. 2116-2T, C.P-77/14788—In exercise of the powers conferred by sub-section (2) of section 51 of the Haryana Urban Development Authority Act, 1977, the President of India hereby directs that the revisional powers exercisable by the State Government under sub-section (2) of section 30 thereof, shall also be exercisable by the Secretary to Government, Haryana, Town and Country Planning Department [See Hr. Gaz. Extra dated 16-5-1977 page 856]

(iii) Appointment of Estate Officer as Collector

—No. 1880—8(2)-3 TCP-78—In exercise of the powers conferred by clause (f) of section 2 of the Haryana Urban Development Authority Act, 1977, the Governor of Haryana is pleased to appoint the Estate Officers of Haryana Urban Development Authority at Faridabad, Panchkula, Rohtak, Hissar and Karnal to perform the functions of Collector under the said Act within the limits of their respective jurisdiction in the State of Haryana [See Hr. Gaz. Extra Dt. 3-7-1978 P. 863.]

(iv) Powers Conferred on Administrators and Estate Officers

—No. 1293-18(50)-3 TCP-79—In exercise of the powers conferred by sub-section (4) of section 51 of the Haryana Urban Development Authority Act, 1977, and all other powers enabling him in this behalf, of Governor of Haryana hereby directs that—

- (i) the powers exercisable by the Chief Administrator, Haryana Development Authority under sub-sections (5),(6) and (7) of section 17 and under the second proviso to section 55 of the said Act, shall be exercisable by the Administrators, Haryana Urban Development Authority, Panchkula and Faridabad, in respect of the urban areas under their respective jurisdiction.
- (ii) the power to alter or demolish buildings exercisable by the Chief Administrator, Haryana Urban Development Authority, under the first proviso to section 55 of the Haryana Urban Development Authority Act, 1977, shall also be exercisable by all the Estate officers, Haryana Urban Development Authority in the Haryana State in respect of the Urban Areas under their respective jurisdiction [Hr. Gaz. Extra. Dt. 11-4-1979 P. 733]

(v) Abolition of Haryana Development Board

—No 32/23/78-5 CI—The Governor of Haryana is pleased to abolish the Urban Development Board Constituted, vide Haryana Local Government Department Notification No. 32/23/78-5 CI-78 dated 17th July, 1978 and Notification No. 32/23/78-5 CI dated 7th February, 1979 [See *Hr. Gaz. Pt. IA Dt. 3-7-1979 P. 49*]

(vi) Powers of appeal/revision given to Administrator HUDA, Hissar

—No. S.O. 2/H.A. 13/77/S. 51/91—In exercise of the powers conferred by sub-section (4) of section 51 of the Haryana Urban Development Authority Act, 1977, the Governor of Haryana hereby directs that the powers exercisable by the Chief Administrator, Haryana Urban Development Authority, under sub-sections (5), (6) and (7) of section 17 and under the second proviso to section 55 of the said Act, shall be exercisable by the Administrator, Haryana Urban Development Authority Hissar, in respect of the urban areas under his jurisdiction. [See *Hr. Gaz. Leg. Supp. Dt. 8-1-1991 Page 8*]

(vii) Powers of appeal given to Administrator HUDA, Hissar

—No. S.O. 3/H.A. 13/77/S. 20/91—In exercise of the powers conferred by sub-section (1) of section 20 of the Haryana Urban Development Authority Act, 1977 the Governor of Haryana hereby appoints the Administrator, Haryana Urban Development Authority, Hissar as the authority for the purpose of the said section in respect of the urban areas under his jurisdiction. [See *Hr. Gaz. Leg. Supp. Dt. 8-1-1991 Page 10*]

(viii) Authorities Panchkula and Faridabad to be Appellate Authorities

—No. 1450—8(2)3 TCP-79—In the exercise of the powers conferred by sub-section (1) of section 20 of the Haryana Urban Development Authority Act, 1977, and all other powers enabling him in this behalf, the Governor of Haryana hereby appoints the Administrators, Haryana Urban Development Authority, Panchkula and Faridabad as appellate authorities for the purposes of section 20 of the Haryana Urban Development Authority Act, 1977, in respect of the urban areas under their respective jurisdiction for appeals against the orders of the Collectors appointed vide Haryana Government Town and Country Planning Department notification No. 1880-8(2)3 TCP-78, dated the 9th June, 1978 published in Haryana Government Gazette, dated the 3rd July, 1978. [See *Hr. Gaz. Extra Dt. 20-4-1979 Page 793*].

(ix) HUDA Chief Administrator to act as Administrator under Pb. New Mandi Township.

—No. 2913-2TCP/MA III.—In pursuance of the provisions of clause (a) of section 2 of the Punjab New Mandi Townships (Development and Regulation) Act, 1960, the Governor of Haryana is pleased to designate the Chief Administrator, Haryana, Urban Development Authority, to perform the functions of an Administrator under the said Act. [See *Hr. Gaz. Pt. I. Dt. 10-7-1984 Page 753*].

(x) Municipal tax on residential/commercial buildings

No. 9/32/2001-5CI.—In exercise of the powers conferred by clause (a) of Section 69 read with Sub-section (1) of Section 84 of the Haryana Municipal Act, 1973 (Act 24 of 1973), and all other powers enabling him in this behalf, and in supersession of all previous notifications issued in this regard, the Governor of Haryana hereby directs that all the Municipal Committees/Municipal Councils in the State of Haryana shall impose a tax at the rate of two and half percentum on residential buildings and five percentum on all other buildings, of the annual value of the buildings and lands within the limits of the concerned municipality:

Provided that the following buildings and lands shall be exempted from the payment of the tax, namely:-

1. All Mosques, Temples, Churches, Dharamshalas, Gurudwaras, Charitable Hospitals and Dispensaries, Orphanages, Alm Houses, Drinking Water Fountains, Municipal buildings and lands, Muslims graveyards, Hindu Cremation grounds, Christian Cemeteries, Imambaras, Government Nazul Lands under the management of the Committee.
2. All newly constructed residential buildings for a period of three years to be calculated from the date of completion of construction of such buildings. The date of completion of building shall be reckoned from the date of occupation or from the date of issue of completion certificate, whichever is earlier.
3. All residential buildings and lands where annual value does not exceed five thousand rupees in Municipal Councils and three thousand rupees in Municipal Committees.
4. All buildings and lands attached to or owned by religious, educational or charitable institutions or held under trust, wholly for religious, educational or charitable purposes and duly registered under a statute and not transferable provided that they are providing services without any charges to the community and the entire income is applied/utilized for religious, educational or charitable cause in the State of Haryana; provided further that such institutions will inform the committee about its properties and income and its income is not used or intended to be used for a private religious purpose or for the benefits of a particular caste or community. Charitable purposes include educational and medical relief to the poor and the advancement of any other object of general public utility not involving the carrying on of any activity for profit. The municipality would call for such information and records as may be necessary to satisfy itself about the genuineness of the claim for such exemption before granting it. In case of any false registration/record coming to the notice of the committee or brought to the notice of committee double the amount of the tax will be charged immediately and the institutions will be debarred for the next five years from the exemption of the tax. However, on the expiry of such period, the institution can be reconsidered for the exemption of tax, if it qualifies for the exemption under the existing provisions.
5. All residential buildings and lands owned by widow and 100% handicapped; provided they have not other residential house in Haryana

State and the annual value of the said property does not exceed eight thousand rupees in Municipal Councils and five thousand rupees in Municipal Committees.

6. All buildings and lands owned by ex-servicemen or families of deceased soldiers and ex-servicemen; provided they have not other residential house in Haryana State and are residing in it themselves and have not let out any portion of the house; provided further that the condition of letting out of the house shall not apply to those who are in receipt of pension amounting to one thousand two hundred and seventy-five rupees per mensem or less.
7. All vacant plots.
8. In the case of industrial and institutional units/buildings, the value of the vacant portion of land, which has not been constructed upon shall not be counted for assessment of the tax. [Published in Haryana Govt. Gaz. (Extra) dated 13-12-2001 at page 1692.]

(xi) Stamp Duty

No.7/2/2009-2TCP.- In exercise of powers conferred by Sub-section (2) of Section 38A of the Haryana Urban Development Authority Act, 1977 (Act 13 of 1977), the Governor of Haryana hereby notifies the rate of duty as one percent, in addition to the stamp duty payable under the Indian Stamp Act, 1899, as applicable in State of Haryana. [See Hr. Govt. Gaz. (Extra) Dt. 21-8-2009 Page 3269].

(xii) Stamp Duty

No.CTP(Hr.)/8617. - In exercise of powers conferred by Sub-section (2) of Section 3C of the Haryana Development and Regulation of Urban Areas Act, 1975 (Act 8 of 1975), the Governor of Haryana hereby notifies the rate of duty as one percent, in addition to the stamp duty payable under the Indian Stamp Act, 1899, as applicable in State of Haryana. [See Hr. Govt. Gaz. (Extra) Dt. 21-8-2009 Page 3269]

¹The Haryana Housing Board Act, 1971**(Haryana Act No. 20 of 1971)****LEGISLATIVE AMENDMENTS**

1--Amended by Haryana Act 8 of 1973.	(Published on 23-4-73)
2--Amended by Haryana Act 47 of 1974.	(,, ,, 23-12-74)
3--Amended by Haryana Act 28 of 1976.	(,, ,, 22-07-76)
4--Amended by Haryana Act 20 of 1979.	(,, ,, 19-10-79)
5--Amended by Haryana Act 27 of 1980.	(,, ,, 29-07-80)
6--Amended by Haryana Act 10 of 1986.	(,, ,, 31-03-86)
7--Amended by Haryana Act 10 of 1989.	(,, ,, 06-04-89)
8--Amended by Haryana Act 1 of 2006.	(,, ,, 4-1-2006)

An Act to provide for measures to be taken to deal with and satisfy the need of housing accommodation.

Be it enacted by the Legislature of the State of Haryana in the Twenty-second year of the Republic of India as follows:—

¹[Statement of Objects and Reasons

Next to food and clothing, housing is the basic necessity of mankind. The housing problem has become serious on account of the phenomenal increase in population. Rapid industrialisation has led to the congestions in urban areas. The concentration of almost all industries in urban areas and the comparative high wages paid to the factory workers coupled with the lack of sufficient opportunities in the rural areas have resulted in a large scale shift of population from villages. With the object of easing the housing problem by constructing more houses and raise standards in the types of houses, the State Government have been implementing various housing schemes sponsored by the Government of India. Under these schemes financial assistance in the shape of loans as well as grants is given to the employers, local bodies, individuals, and co-operative societies of individuals and industrial workers. The loan with interest at the rate payable to the Government of India plus 1/2 per centum as administrative charges is recovered in 15/25 annual equated instalments. Since the formation of the State of Haryana Rs. 1.57 crore have been so disbursed.

2. To tackle the stupendous problem of housing sufficient funds are required. The funds, which are being allocated each year in the plan and out of L.I.C. funds are very meager with the result that the problem continues. To meet the increasing demands for houses, Government re-sources alone are not sufficient. To supplement Government resources it was, therefore, imperative to mobilise additional resources by raising loans and debentures for housing schemes as well as to secure loans out of Central Revolving Fund, which is being created by the Government of India with Rs. 200 crores.

3. With a view to achieve the aforesaid object the matter was considered in the conference of ministers for Housing, Urban Development and Town Planning

1. Received assent of President on 14.5.1971 published in Hr. Govt. Gaz. 18.5.1971
2. For Statement of Objects and Reasons - See Hr. Govt. Gaz.(Extra) 1971 page 122