

HARYANA SHEHRI VIKAS PRADHIKARAN

(o/o ESTATE OFFICER, Gurgaon) HUDA, Complex,
Old Delhi road, Sector 14, Gurgaon, Haryana, 122001

PHOTO

INDEPENDENT FLOOR RE-ALLOTMENT LETTER

To,
Sh./Smt. Prerna Menon
d/o,s/o,w/o,c/o. Gaurav Sharma
House No 3048 1st floor Sector 44 D Near

and Owners as per Annexure - B.

Memo Number : ZO002/EO004/UE007/REALL/0000000561

Date: 29/07/2023

Subject: Re-Allotment of First Floor of Plot/Building No 243P, Sector 4, Covered Area 123.10 sq.mtr. in U/E Gurgaon

In furtherance to the permission to transfer of subject cited floor of building constructed/to be constructed on Plot No 243P/FF, Sector 4, Urban Estate Gurgaon issued vide memo no ZO002/EO004/UE007/REALL/0000000561 Dated 29/07/2023 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 243P/FF, Sector 4 comprising of 123.10 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 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 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.

13. Disputes, if any, between the owners of all the 'Independent Floors' in this building pertaining to use of common areas and common facilities, nonconstruction 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 HSVP by any of the parties.

14. All payments shall be made by means of a demand draft payable to the Estate Officer, HARYANA SHEHRI VIKAS PRADHIKARAN, Gurgaon 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
HSVP, Gurgaon

List of Transferees - Annexure B

Serial Number	Transferee Name	Father/Husband Name	Permanent Address
1	Gaurav Sharma	Subhash Chander	House No 3048 1st floor Sector 44 D Near St Joseph School Chandigarh 160047, , , , 0