

DEED OF CONVEYANCE OF SITE SOLD BY ALLOTMENT

ON NON JUDICIAL STAMP PAPERS WORTH Rs. _____/- (_____
_____) KITAS _____, VIDE Sr. No. _____, DATED
____/____/_____, ISSUED BY DISTT. TREASURER, TREASURY OFFICE,
PANCHKULA.

THIS DEED OF CONVEYANCE is made at **PANCHKULA** ON THE _____, DAY
OF _____ 200____;

BETWEEN

THE HARYANA URBAN DEVELOPMENT AUTHORITY ACTING THROUGH
THE ESTATE OFFICER (hereinafter called “The Vendor”) of the one part;

AND

_____ (hereinafter called The Transferees”) of the other part.

WHEREAS the land hereinafter described and intended to be hereby conveyed was
owned by the vendor in full proprietary rights.

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 (I) of the
regulation (5) of the HARYANA URBAN DEVELOPMENT AUTHORITY (Disposal of
land and building0 to be, 1978 (hereinafter referred to as the said Regulation) to be used
as a site for residential/commercial purpose in the Urban Area of Panchkula.

Contd...2..

AND WHEREAS the Vendor has fixed the tentative price of the said land sold by allotment at Rs. _____/- (Rupees _____ only).

AND WHEREAS the Vendor reserves the right to enhance the tentative price in the case of land sold by allotment by the amount of additional price determined in accordance with the said regulation.

AND WHEREAS the transferee, sold land by allotment, has paid the tentative price and agrees to pay the additional price in the manner here after appearing.

NOW THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the transferees, hereinafter contained and the said sum of Rs. _____/ (Rupees _____ only) paid by the transferees and the undertaking of the transferees to pay the additional price, if any, determined to be paid by the transferees, 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 transferees all the price and parcel of **Plot No.** _____, **Sector** _____, **Urban Estate Panchkula** area in Square Metre _____ Sq.Mtrs. duly allotted vide Memo No. _____, dated ____/____/_____, and more particularly described in the plan filed in the office of the Estate Officer, signed by the Estate Officer Dr. No. _____, dated ____/____/_____, (hereinafter called the said land).

To have and to hold the same unto and to the use of the Transferees subject to the exception, reservations, conditions and covenants hereinafter contained each of them that is to say.

1. The transferees 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 conforms to the terms and conditions of sale.

Contd...3...

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. And the transferees 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, while granting such permission may impose such conditions as may be decided by 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 power as may be necessary or expedient for the purpose of searching for, working obtaining, removing and enjoying the same at the such time and in such manner as the vendor shall think fit, with power to carry out any surface or all any underground working and to let down the surface of or if any part all or of the said site and to sink pits, erect building, 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 exception and reservation hereinafter contained.

Provided that the transferees 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 and workings or letting down as may be agreed upon between the vendor and the transferees or failing such agreement as shall be ascertained by reference to arbitration.

4. The transferees shall pay all general and local taxes rates or cesses for the time being imposed or assessed on the said land by competent authority.

Contd...4..

5. the transferees shall have to complete the construction within two years from the date of offer of possession of the said land in accordance with the relevant rules/regulation.

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 transferees.

6. The transferees shall not erect any building for 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 land or building erected therein for the purpose of ascertaining that the transferees has duly performed and observed the covenants and condition to be performed and observed by him under these presents.
8. The vendor shall have full rights, power and authority at all times to do through officers or servants all act and things which may be necessary or expedient for purpose of enforcing compliance with all or any of the terms condition and reservations herein contained and to recover from the transferees as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection there with on in way relating thereto.
9. The transferees 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 which it has been constructed except in accordance with the rules/regulations made under the Haryana Urban Development Authority Act,1977 (hereinafter referred to as the Act)

Contd...5..

10. The transferees shall accept and obey all the rules and 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 transferees or in the event of breach of any other condition of sale, the Estate Officer may impose a penalty or resume the land or both in accordance with the provision of the Act and the rules/regulation made thereunder.

In the event of resumption, it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause of 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 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 provision of the said Act.

12. All the disputes and differences arising out or in any way touching or concerning this deed 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 had to deal with the matter to which this deed related and that in the course of his duties as such Government servant or officer as the case may be he has expressed his view on all or any of the matter in the 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 transferees 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 transferees full and peaceful enjoyment of the rightly and privileges herein and hereby conveyed and assured.

Contd...6..

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 (e) of section (2) of the Act.
- (b) The expression 'Estate Officer' shall mean person appointed by Authority under clause (1) of section (2) of the Act to perform the functions of Estate Officer under the 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 or anything contained in or arising out of these present every person duly authorized to act or to represent the Haryana Urban Development Authority in respect of such matter or thing.
- (d) The expression 'Transferees' used in these present shall include in addition to the said _____

his lawful heirs, successors, representative, assignees, lessees and any person or persons in occupation of the land or building erected thereon with the permission of the Estate Officer.

IN WITNESS WHEREOF both the parties here to have hereunder respectively subscribed there names at the places and on dates hereinafter, in each case specified.

Contd...7..

Signed by the said _____, at Panchkula on the _____ day of _____, 200____.

TRANSFEREES

In the presence of witnesses.

1.

NAME_____
RESIDENT_____
OCCUPATION_____

SINGNATURE OF WITNESS No.1
2.

NAME_____
RESIDENT_____
OCCUPATION_____

SINGNATURE OF WITNESS No.2

Signed for and on behalf of the Haryana Urban Development Authority and setting his Authority at Panchkula to the day of _____, 200____.

1.

NAME_____
RESIDENT_____
OCCUPATION_____

SINGNATURE OF WITNESS No.1
2.

NAME_____
RESIDENT_____
OCCUPATION_____

SINGNATURE OF WITNESS No.2

To,

The Estate Officer,
HUDA, Panchkula,

Subject : EXECUTION OF CONVEYANCE DEED IN RESPECT OF
RESIDENTIAL **PLOT No.**_____, **SECTOR** _____, **URBAN**
ESTATE PANCHKULA.

Madam/Sir,

 Please find enclosed herewith the Conveyance Deed prepared on Non Judicial
Stamp Paper worth Rs._____, made in triplicate in respect of residential
Plot No._____, **Sector** _____, **Urban Estate Panchkula.**

 It is therefore requested to you that the aforesaid deed may kindly be executed and
Returned to us at the earliest.

Thanking you,

Yours Sincerely,

Dated:___/___/200___,

To,

The Estate Officer,
HUDA, Panchkula,

Subject: Authority Letter.

Madam/Sir,

I had submitted the Conveyance Deed in triplicate duly prepared on Non Judicial Stamp worth Rs._____/ - in respect of my residential Plot No._____, Sector _____, the Urban Estate Panchkula, measuring _____ Sq.Mtrs., As I am personally unable to collect the said Deed from the Estate Officer, HUDA, Panchkula, so I hereby authorize_____

_____ to collect the said Conveyance Deed from the Estate Officer, HUDA, Panchkula on my behalf.

The specimen signature of authority holder are given and attested below:-

1._____ 2._____ 3._____

(ATTESTED)

Yours Sincerely,

Dated: __/__/200__.