

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/transferees 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.

iv) 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.....I.F.-1.**
- iii) An affidavit from the transferee on the Performa No.....I.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 FACALITIES

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 Duly will be paid by the party desirous of registering the floor wise dwelling units through a separate challan. This 1% Stamp Duly 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,

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.

(R.P.Gupta)
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.**

(R.P.Gupta)
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

ek 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 Si 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 (✓) 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	is is
Figures		words

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.**

IDEMNITY BOND BY THE TRANSFEROR

IF-1

This indemnity Bond is executed at on this
..... (Name of Town)
day of, 20 , by Sh./Smt./KmAged.....
years S/o, W/o, D/o Sh..... Resident
of.....
.....(here in after called the Executant).

Whereas the Residential Plot number.....Sector..... Urban Estate
..... measuring 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 no.....dated.....

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 IDEMNITY BOND WITNESSETH AS UNDER

1. That the said transfer which is sought in the name of Sh./Smt./Km
..... S/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. _____

EXECUTANT

2. _____

AFFIDAVIT BY THE TRANSFEREE

**I/We..... S/o, D/o, W/o..... Aged
..... years, Resident of do
herby 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 /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:

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. 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 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 along with 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 constructed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made there in.**

- 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.

Place:
Dated:

DEPONENT

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 incorrect.

Place:
Dated:

DEPONENT

IF-RA

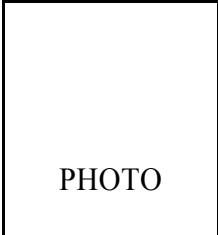
To

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,.....

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. DECRPTION:**
 - a) Covered area of each 'Independent Floor':**
 - b) Open area of each 'Independent Floor':**
- 3. Common facilities and Common area which abut 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 facalities forming part of each "Independent Floor':**

**Signatures of all declarants
i.e. owners of each 'Independent Floor'**

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.**

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.**

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.**

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.**