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**¹THE HARYANA ²[SHEHRI VIKAS PRADHIKARAN]
ACT, 1977**

(Haryana Act No. 13 of 1977)

An Act to provide for the establishment of ³[Shehri Vikas Pradhikaran] for undertaking urban development ⁴[and the local Development Authority for the development of local area] in the State of Haryana and for matters ancillary thereto.

⁵STATEMENT OF OBJECTS AND REASONS

It has been felt necessary to constitute a statutory authority in place of department of Urban Estate for ensuring speedy and economic development of urban areas in the State of Haryana. At present, the work of land acquisition and development of urban areas at various places throughout Haryana is being done by the Urban Estates Department.

While the Planning of the urban areas is done by the Town and Country Planning Department, the land is acquired by the Urban Estate Department and the development of the land so acquired is carried out by the various departments and bodies like the Public Health Department, B & R Department, Electricity Board, etc.

It has been observed that the involvement of several agencies in the development of urban estates at various places give rise to problems of coordination; with the result that the growth of most of the urban estates becomes slow and causes unnecessary dissatisfaction among the plot-holders, in particular, and the public in general. Further, as the department has to follow the financial rules and regulations of the Government, the arrangement of finances and sanctions of estimates take a long time and the development works have not kept pace with the required physical development of the estates.

Being a Government department, the Urban Estates Department is unable to raise resources from various lending institutions although, there are various financial institutions in the country willing to finance urban

¹ The assent of the President of India for this Act was received on the 30th April, 1977 and it was published in the Haryana Gazette (Extra) Leg. Supp. Part I, dated 2.5.1977

² Substituted for the words "URBAN DEVELOPMENT AUTHORITY" vide Haryana Act No. 28 of 2019.

³ Substituted for the words "URBAN DEVELOPMENT AUTHORITY" vide Haryana Act No. 28 of 2019.

⁴ Inserted vide Haryana Act No. 12 of 2004 dt. 11.6.2004

⁵ Published in Haryana Govt. Gazette dated 23.3.1977

land development programmes which can be made self-financing.

In order to overcome all these difficulties and to achieve expeditious development of the estate, it has been felt necessary that an Urban Development Authority should be set up.

This Bill seeks to achieve the aforesaid objects.

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

CHAPTER I

PRELIMINARY

1. Short title and extent. - (1) This Act may be called the Haryana ¹[*Shehri Vikas Pradhikaran*] Act, 1977.

(2) It extends to the whole to the State of Haryana.

2. Definitions. - In this Act, unless the context otherwise requires:-

(a) "amenity" includes roads, water supply, street lighting, drainage, ²[sewerage, "treatment and disposal of sewage sullage and storm water] Public works, tourist spots, open spaces, parks, landscaping and Play fields, and such other conveniences as the State Government may, by notification, specify to be an amenity for the purposes of this Act;

³[(ai) "basic amenities" include metalled roads wholesome water, sewerage and electrification; and]

(b) ⁴[Omitted]

(c) "building" includes -

(i) a house, outhouse, stable, latrine, godown, shed, hut, wall and any other structure whether of masonry, bricks, mud, wood, metal or any other material whatsoever;

(ii) a structure on wheels or simply resting on the ground without foundations;

(iii) a ship, vessel, boat, tent, van and any other structure used for human habitation or used for keeping or storing any

¹ Substituted for the words "URBAN DEVELOPMENT AUTHORITY" vide Haryana Act No. 28 of 2019.

² Subs. by Haryana Act No. 26 of 2002 dated 18.12.2002

³ This clause inserted by Haryana Act No. 26 of 2002 dated 18.12.2002.

⁴ Omitted vide ibid.

articles or goods; and

(iv) the gardens, grounds, carriages and stables, if any, appurtenant to any building which is intended to be used for residential, industrial, commercial or other purposes, whether in actual use or not;

(d) "building operations" include re-building operations, structural alterations of, or additions to, buildings and other operations normally undertaken in connection with the constructions of buildings;

(e) "Chief Administrator" means the Chief Administrator of the¹ [Pradhikaran];

(f) "Collector" means the Collector of the district and includes any other person appointed by the State Government for performing the functions of the Collector under this Act;

(g) "Development" with its grammatical variations means the carrying out of building, engineering, mining or other operations in, on, over or under land or the making of any material change, in any building or land and includes re-development;

(h) "development plan" means a plan prepared under the Punjab Scheduled Roads and Controlled Area Restriction of Un-regulated Development Act, 1963, or the Faridabad Complex (Regulation and Development) Act, 1971;

(i) "Director" means the Director of Town and Country Planning, Haryana, and includes any person for the time being appointed by the State Government, by notification to exercise and perform all or any of the powers and functions of the Director under this Act and the rules and regulations made thereunder;

(j) "engineering operations" include the formation or laying out of means of access to a road or the laying out of means of water-supply, drainage, ²{sewerage treatment and disposal of sewage, sullage and storm water} or of electricity cables or lines or of telephone lines;

(k) "erect or re-erect any building" includes -

¹ Substituted for the word 'Authority' vide Haryana Act No. 28 of 2019.

² Substituted by Haryana Act No. 26 of 2002 dated 18.12.2002

- (i) any material alteration or enlargement of any building;
- (ii) the conversion by structural alteration into a place for human habitation of any building not originally constructed for human habitation;
- (iii) the conversion into more than one place for human habitation of a building originally constructed as one such place;
- (iv) the conversion of two or more places of human habitation into a greater number of such places;
- (v) such alterations of a building as affect its drainage or sanitary arrangements, or materially affect its security;
- (vi) the addition of any rooms, buildings, out-houses or other structures to any building;
- (vii) the construction in a wall, adjoining any street or land not belonging to the owner of the wall, of a door opening on to such street or land;
- (l) "Estate Officer" means person appointed by the ¹[Pradhikaran] to perform the functions of an Estate Officer under this Act in one or more than one urban area;
- (m) "Land" includes benefits to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earth;
- (n) "Local authority" means a Municipal Committee, a notified Area Committee, a Town Improvement Trust, the Faridabad Complex Administration ²[the Haryana ³[Shehri Vikas Pradhikaran] or other authority legally entitled to, or entrusted by the Government with, the control or management of a municipal or local fund;
- (o) "means of access" includes any means of access, whether private, or public, for vehicles or for pedestrians and includes a road;
- (p) "member" means a member of the ⁴[Pradhikaran] and includes the Chairman, the Vice-Chairman and the Chief Administrator

¹ Substituted for the word 'Authority' vide Haryana Act No. 28 of 2019.

² Inserted by Haryana Act No. 26 of 1984.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted for the word 'Authority' vide Haryana Act No. 28 of 2019.

thereof;

- (q) "occupier" means a person, including a firm or other body of individuals, whether incorporated or not, who occupies land or building sold, leased or transferred in any manner whatsoever under this Act and includes his successors and assignees;
- (r) "operational construction" means any construction, whether temporary or permanent, which is necessary for the operation, maintenance, development or execution of any of the following services, namely -

 - (i) railways;
 - (ii) national highways;
 - (iii) national waterways;
 - (iv) major ports;
 - (v) airways and aerodromes;
 - (vi) posts and telegraphs, telephones, wireless broadcasting and other like forms of communication;
 - (vii) regional grid for electricity;
 - (viii) any other service which the State Government may, if it is of the opinion that the operation, maintenance, development or execution of such service is essential to the life of the community, by notification, declare to be a service for the purposes of this clause.

Explanation. - For the removal of doubts, it is hereby declared that the construction of -

- (i) new residential buildings (other than gate lodges and quarters for limited essential operational staff and the like), roads and drains in railway colonies, hospitals, clubs, institutions and schools, in the case of railways; and
- (ii) a new building, new structure or new installation or any extension thereof, in the case of any other service, shall not be deemed to be constructed within the meaning of this clause;

¹[(ra) "Pradhikaran" means the Haryana Shehri Vikas Pradhikaran

¹ Inserted vide Haryana Act No. 28 of 2019.

constituted under sub-section (1) of section 3];

(s) "prescribed" means prescribed by rules made under this Act;

(t) "public place" means any place or building which is open to the use and enjoyment of public whether it is actually used or enjoyed by the public or not, and whether the entry is regulated by any charge or not;

(u) "regulation" means a regulation made under this Act by the Authority;

(v) "Secretary" means the Secretary of the ¹[Pradhikaran];

(w) "transfer" includes a sale or lease of land or building under section 15;

(x) "transferee" means a person, including a firm or other body of individuals, whether incorporated or not, to whom land or building is sold, leased or transferred in any manner whatsoever under this Act, and includes his successors and assignees;

(y) "urban area" means -

- (i) the area comprised within the jurisdiction of any local authority and also any such area in the vicinity as the State Government may, having regard to the extent of, and the scope for, the urbanisation of that area or other relevant consideration, specify in this behalf by notification; and
- (ii) such other area as the State Government may, by notification declare to be an urban area, which in the opinion of the State Government is likely to be urbanised, and includes any area declared as controlled area under the provisions of the Punjab Scheduled Roads and Controlled Areas (Restriction of Unregulated Development) Act, 1963, or the Faridabad Complex (Regulation and Development) Act, 1971.

Comments

Haryana Urban Development Authority Act, 1977, Sections 2(c),(w) and 15 - Haryana Urban Development (Disposal of Land and Building) Regulations, 1978 Regulations 3,5 and 6-Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of

¹ Substituted for the word 'Authority' vide Haryana Act No. 28 of 2019.

land -Institutional plots – Allotment – Challenge as to -Scheme for allotment of sites by mode otherwise than public auction - Whether required to be published separately by way of regulations or can be culled down from the brochure - An opportunity was given to all eligible organizations to participate in the process of allotment on an application form, which contemplated information regarding the financial status, number of employees, requirement of site etc. - The brochure also contemplated that there will be a Selection Committee, which will shortlist the organizations - Therefore, the procedure adopted by the Authority is consistent with Article 14 of the Constitution of India - The scheme of allotment of institutional plots can be made out from the terms laid down in the brochure and that nothing more was required to be included in the brochure - It would have been advisable for the Authority to formalize the guidelines and/or terms of the sale published in the brochure by way of regulations - Such process would have avoided the number of cases filed in respect of the allotment of plots by the Authority. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Haryana Urban Development Authority Act, 1977, Sections 2(c),(w) and 15 - Haryana Urban Development (Disposal of Land and Building) Regulations, 1978 Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to – Estoppel - None of the petitioners have disputed the process of allotment at any time before the allotment process was completed - The petitioners have not even submitted a representation disputing such allotment process, as advertised alleging the same to be violative of directions of the Hon'ble Supreme Court in New India Public School case – The petitioners have participated in the allotment process inasmuch as not only they applied, but also appeared before the Selection Committee -Having remained unsuccessful, the petitioners have invoked the jurisdiction of this Court alleging violation of the directions of the Hon'ble Supreme Court - Though the Court have found while that there is no violation of the directions of the Supreme Court, but even if it is assumed that there is violation of the directions of the Hon'ble Supreme Court in New India Public School case, the petitioners are estopped to dispute the allotment process by way of the writ petition. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

CHAPTER II

ESTABLISHMENT OF ¹[PRADHIKARAN]

3. Establishment and constitution of ²[Pradhikaran].- (1) With effect from such date as the State Government may, by notification, specify in this behalf, the State Government shall establish, for the purposes of this Act, an ³[Pradhikaran] to be known as the Haryana ⁴[Shehri Vikas Pradhikaran] with headquarters at such place as the State Government may specify.

(2) The ⁵[Pradhikaran] shall be a body corporate ⁶[as well as a local authority] by the name aforesaid having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable, and to contract; and shall, by the said name, sue and be sued.

(3) The ⁷ [Pradhikaran] shall consist of a Chairman, a Vice-Chairman, a Chief Administrator and such other members, not more than twelve and not less than six, as the State Government may, from time to time, by notification appoint.

Provided that the number of non-official members shall not, at any time, exceed three.

4. Terms of office and conditions of service of members.- (1) The terms of office and conditions of service of the members shall be such, as may be prescribed.

(2) The Chief Administrator shall be entitled to receive from the fund of the ⁸[Pradhikaran] such salary and such allowances, if any, as may be prescribed.

(3) Any member, other than the Chief Administrator, may be paid from the fund of the ⁹[Pradhikaran] such allowances, if any, as may be prescribed.

(4) The members shall hold office during the pleasure of the State

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Inserted vide Haryana Act No. 26 of 1984.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Substituted vide Haryana Act No. 28 of 2019.

⁹ Substituted vide Haryana Act No. 28 of 2019.

Government.

(5) A member may resign his office by giving notice in writing to the State Government and, on such resignation being accepted by the State Government, he shall cease to be a member.

5. Power to remove members.- The State Government may remove, from office, any member-

- (i) who, without excuse, sufficient in the opinion of the State Government, is absent for more than four consecutive meetings of the ¹[Pradhikaran];
- (ii) who, has, in the opinion of the State Government, so abused his position as a member as to render his continuance on the ²[Pradhikaran] detrimental to the interest of the ³[Pradhikaran].

6. Filing of vacancies.- Upon occurrence of any vacancy in the office of Chairman, Vice-Chairman, Chief-Administrator or member, a new Chairman, Vice-Chairman, Chief Administrator or member, as the case may be, shall be appointed.

7. Meetings. - (1) The ⁴[Pradhikaran] shall meet at such times and places and subject to the provisions of sub-sections (2) and (3) observe such rules or procedure in regard to the transaction of its business at such meetings as may be provided by regulations.

(2) At every meeting of the ⁵[Pradhikaran], the Chairman, if present, or in his absence, the Vice-Chairman, and if there be no Chairman or Vice-Chairman, present, then, any one of its members, whom the members present may elect, shall preside.

(3) All questions at a meeting of the ⁶[Pradhikaran] shall be decided by majority of votes of the members present and voting and in the case of equality of votes, the member presiding shall have a second or casting vote.

(4) Minutes shall be kept of the names of the members present and of the proceedings at each meeting in a book to be kept for the purpose, which shall be signed at the next ensuing meeting by the member

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

presiding at such meeting and shall be opened to inspection by any member during office hours.

(5) For the transaction of business at a meeting of the ¹[Pradhikaran], the quorum 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.

8. Appointment of Committees.- Subject to any rules made in this behalf, the ²[Pradhikaran] may, from time to time, appoint one or more committees for the purpose of securing the efficient discharge of the functions of the ³[Pradhikaran] and in particular for the purpose of ensuring the efficient maintenance of public amenities and development projects.

9. Temporary association of persons.- (1) The ⁴[Pradhikaran] or any committee appointed under section 8 may associate with itself in such manner and for such purpose, as may be prescribed, any person whose assistance or advice it may require in performing any of its functions under this Act.

(2) Any person associated with it by the ⁵[Pradhikaran] under sub-section (1) for any purpose shall have a right to take part in the discussion of the ⁶[Pradhikaran] relevant to that purpose but shall not have a right to vote at a meeting.

10. Validation of acts and proceedings.- No act done or proceedings taken under this Act shall be questioned on the ground merely of -

- (a) the existence of any vacancy in, or any defect in the constitution of, the ⁷[Pradhikaran];
- (b) any person, associated under Section 9, having voted in contravention of the provisions of this Act in this behalf;
- (c) the failure to serve a notice on any person where no substantial injustice has resulted from such failure;
- (d) any omission, defect or irregularity not affecting the merits of the case.

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

11. **Staff.**- (1) Subject to such control and restrictions, as may be prescribed, the ¹[Pradhikaran] may appoint such number of officers, and other employees including experts for technical and legal work, as may be necessary for the efficient performance of its functions and may determine their designations and grades.

(2) The officers and other employees of the Authority shall be entitled to receive, from the fund of the ²[Pradhikaran], such salaries and allowances, if any, and shall be governed by such conditions of service as may be determined by regulations made in this behalf.

(3) The exercise of any powers or discharge of any duties or functions under sub-section (1) by any officer or other employee shall be subject to such restrictions, conditions and limitations, if any, as may be laid down by the ³[Pradhikaran], and shall also be subject to its control and supervision.

12. **General disqualifications of Officers and Employees.**- No person who has, directly or indirectly, by himself or through his partner or agent, any share or interest in any contract, by or on behalf of the ⁴[Pradhikaran], or any employment under, by or on behalf of the ⁵[Pradhikaran], otherwise than as an officer or employee thereof, shall become or remain an officer or employee of the ⁶[Pradhikaran].

13. **Objects and functions of ⁷[Pradhikaran].**- The objects of the ⁸[Pradhikaran] shall be to promote and secure development of all or any or the areas comprised in an urban area and for that purpose, the ⁹[Pradhikaran] shall have the power to acquire by way of purchase, transfer, exchange or gift, hold, manage, plan, develop and mortgage or otherwise dispose of land and other property, to carry out by itself or through any agency on its behalf, building, engineering, mining and other operations, to execute works in connection with supply of water ¹⁰[treatment and disposal of sewage, sullage and storm water] control of pollution and any other services and amenities and generally to do

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Substituted vide Haryana Act No. 28 of 2019.

⁹ Substituted vide Haryana Act No. 28 of 2019.

¹⁰ Substituted vide Haryana Act No. 26 of 2002 dated 18.12.2002.

anything, with the prior approval, or on direction, of the State Government, for carrying out the purposes of this Act.

CHAPTER III

ACQUISITION AND DISPOSAL OF LAND

¹[14. **Acquisition of the land.**- (1) When any land, other than the land owned by the Central Government, is required for the purposes of this Act, the State Government may, at the request of the ²[Pradhikaran], proceed to acquire it under the provisions of the Land Acquisition Act, 1894 ³[as amended from time to time] and on payment by the Authority of the compensation awarded under that Act and any other charges incurred in acquiring the land, the land shall vest in the ⁴[Pradhikaran].

(2) For the purposes of the Land Acquisition Act, 1894 ⁵[and any other law for the time being in force] the ⁶[Pradhikaran] shall be deemed to be a local authority.

15. Disposal of the land.- (1) Subject to any directions given by the State Government under this Act and the provisions of sub-section (5), the ⁷[Pradhikaran] may dispose of -

- (a) any land acquired by it or transferred to it by the State Government without undertaking or carrying out any development thereon; or
- (b) any such land after undertaking or carrying out such development as it thinks fit, to such persons, in such manner and subject to such terms and conditions, as it considers expedient for securing development.

⁸[(1A) Subject to any directions given by the State Government, the ⁹[Pradhikaran] may dispose of any specified area/land by transferring the management and control of such area/land to an agency as per the

¹ Substituted vide Haryana Act No. 3 of 1984.

² Substituted vide Haryana Act No. 28 of 2019.

³ Inserted vide Haryana Act No. 9 of 1988.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Inserted vide Haryana Act No. 26 of 1984.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Inserted vide Haryana Act No. 20 of 2014 dated 15.4.2014.

⁹ Substituted vide Haryana Act No. 28 of 2019.

memorandum of understanding between the ¹[Pradhikaran] and such agency:

Provided that such agency may apply the terms and conditions of the allotment, rules, regulations and policies framed by the ²[Pradhikaran] as in force at the time of such transfer, for exercising management and control over the allottees of the plots in the specified area/land or for that purpose, may apply the rules, regulations and policies framed by such agency from time to time after the transfer of management and control of specified area/land, after obtaining option of such allottees of the plots.

Explanation.- For the purposes of this sub-section "agency" means a Haryana Government Agency or any local authority other than Haryana ³[Shehri Vikas Pradhikaran.]

(2) Nothing in this Act shall be construed as enabling the ⁴[Pradhikaran] to dispose of land by way of gift, but subject to this condition, reference in this Act to the disposal of land shall be construed as reference to the disposal thereto in any manner, whether by way of sale, exchange or lease or by the creation of any easement right or privilege or otherwise.

(3) Subject to the provisions hereinbefore contained, the Authority may sell, lease, or otherwise transfer whether by auction, allotment or otherwise, any land or building belonging to it on such terms and conditions as it may, by regulations, provide.

(4) The considerations money for any transfer under sub-section (1) shall be paid to the ⁵[Pradhikaran] in such manner as may be provided by regulations.

(5) Notwithstanding anything contained in any other law, for the time being in force, any land or building or both, as the case may be, shall continue to belong to the ⁶[Pradhikaran] until the entire consideration money together with interest and other amount, if any, due to the ⁷[Pradhikaran], on account of the sale of such land or building or both is

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

paid.

(6) Until the conditions provided in the regulations are fulfilled, the transferee shall not transfer his rights in the land or building except with the previous permission of the ¹[Pradhikaran], which may be granted on such terms and conditions, as the ²[Pradhikaran] may deem fit.

Comments

Haryana Urban Development Authority Act, 1977, Sections 2(c),(w) and 15 - Haryana Urban Development (Disposal of Land and Building) Regulations, 1978 Regulations 3,5 and 6-Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlvi), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to -Scheme for allotment of sites by mode otherwise than public auction - Whether required to be published separately by way of regulations or can be culled down from the brochure - An opportunity was given to all eligible organizations to participate in the process of allotment on an application form, which contemplated information regarding the financial status, number of employees, requirement of site etc. - The brochure also contemplated that there will be a Selection Committee, which will shortlist the organizations - Therefore, the procedure adopted by the Authority is consistent with Article 14 of the Constitution of India - The scheme of allotment of institutional plots can be made out from the terms laid down in the brochure and that nothing more was required to be included in the brochure - It would have been advisable for the Authority to formalize the guidelines and/or terms of the sale published in the brochure by way of regulations - Such process would have avoided the number of cases filed in respect of the allotment of plots by the Authority. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Haryana Urban Development Authority Act, 1977, Sections 2(c),(w) and 15 - Haryana Urban Development (Disposal of Land and Building) Regulations, 1978 Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlvi), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to – Estoppel - None of the petitioners have disputed the process of allotment at any time before the allotment process was completed - The petitioners have not even submitted a representation disputing such allotment process, as advertised alleging the same to be violative of directions of the Hon'ble Supreme Court in New India Public School case – The petitioners have participated in the allotment process inasmuch as not only they applied, but also appeared before the Selection Committee -Having remained unsuccessful, the petitioners have invoked the

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

jurisdiction of this Court alleging violation of the directions of the Hon'ble Supreme Court - Though the Court have found while that there is no violation of the directions of the Supreme Court, but even if it is assumed that there is violation of the directions of the Hon'ble Supreme Court in New India Public School case, the petitioners are estopped to dispute the allotment process by way of the writ petition. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

16. Imposition of penalty and mode of recovery of arrears. - (1) Where any person makes default in the payment of-

- (a) any rent due in respect of any lease of any land or building or both, as the case may be, under section 15; or
- (b) any fee or contribution payable under this Act in respect of any land or building or both, the Estate Officer may direct that in addition to the amount or arrears, a sum not exceeding that amount shall be recovered from the person by way of penalty:

Provided that no such direction shall be made unless the person affected thereby has been given a reasonable opportunity of being heard in the matter.

(2) Where any person makes default in the payment of any amount, being the arrears or penalty or both directed to be paid under sub-section (1), such amount may be recovered from him, in the same manner as arrears of land revenue.

17. Resumption and forfeiture for breach of conditions of transfer.- Where any transferee makes default in the payment of any consideration money, or any installment, on account of the sale of any land or building, or both, under section 15, the Estate Officer may, by notice in writing, call upon the transferee to show cause within a period of thirty days, why a penalty which shall ¹[be equal] ten percent of the amount due from the transferee, be not imposed upon him.

(2) After considering the cause, if any, shown by the transferee and after giving him a reasonable opportunity of being heard in the matter, the Estate Officer may, for reasons to be recorded in writing, make an order imposing the penalty and direct that the amount of money due along with the penalty shall be paid by the transferee within such period as may be specified in the order.

¹ Subs. vide Haryana Act No. 41 of 2008 dated 15.12.2008 for the words "not exceed".

(3) If the transferee fails to pay the amount due together with the penalty in accordance with the order made under sub-section (2), or commits a breach of any other condition of sale, the Estate Officer may, by notice in writing, call upon the transferee to show cause within a period of thirty days, why an order of resumption of the land or building, or both, as the case may be, and forfeiture of the whole or any part of the money, if any, paid in respect thereof which in no case shall exceed ten per cent of the total amount of the consideration money, interest and other dues payable in respect of the sale of the land or building, or both, should not be made.

(4) After considering the cause, if any, shown by the transferee in pursuance of a notice under sub-section (3) and any evidence that he may produce in support of the same and after giving him a reasonable opportunity of being heard in the matter, the Estate Officer, may for reasons to be recorded in writing, make an order resuming the land or building or both, as the case may be, and directing the forfeiture as provided in sub-section (3) of the whole or any part of the money paid in respect of such sale.

(5) Any person aggrieved by an order of the Estate Officer under section 16 or under this section may, within a period of thirty days of the date of the communication to him of such order, prefer an appeal to the Chief Administrator in such form and manner, as may be prescribed:

Provided that the Chief Administrator may entertain the appeal after the expiry of the said period of thirty days, if he is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time.

(6) The Chief Administrator may, after hearing the appeal, confirm, vary or reverse the order appealed from and may pass such order as he deems fit.

(7) The Chief Administrator may, either on his own motion or on an application received in this behalf, at any time within a period of six months from the date of the order, call for the record for any proceedings in which the Estate Officer has passed an order for the purpose of satisfying himself as to the legality or propriety of such order and may pass such order in relation thereto as he thinks fit:

Provided that the Chief Administrator shall not pass an order under this section prejudicial to any person without giving him a reasonable opportunity of being heard.

¹[(8) Any person aggrieved by an order of Chief Administrator under sub-section (6) may within a period of ninety days of the date of the communication to him of such order, prefer a revision petition to the Secretary to Government, Haryana, Town and Country Planning Department, in such form and manner as may be prescribed:

Provided that the Secretary to Government, Haryana, Town and Country Planning Department, may entertain the revision petition after the expiry of the said period of ninety days, if he is satisfied that the petitioner was prevented by sufficient cause from filing the revision petition in time.

(9) The Secretary to Government, Haryana, Town and Country Planning Department, may, after hearing the revision, confirm, vary or reverse the order appealed from and may pass such order as he deems fit:

Provided that the Secretary to Government, Haryana, Town and Country Planning Department, shall not pass an order under this section without hearing the parties.]

Comments

Section 17 – Plot allotment – Cancellation of allotment – Earnest money – Forfeiture of – Principles of natural justice – On account of non-payment of amount as stipulated in Clause 5 of allotment of plot cancelled and earnest money forfeited – The order of cancellation came to be passed by the Competent Authority after 500 days – Since case of appellant comes within the ambit of Clauses 4 and 5 of allotment letter, the provision of Section 17 of the Act would have no application – No agreement/contract between the appellant and the respondent Authority and because of non-compliance of requirement of Clause 5 of the issue with regard to violation of principle of natural justice would not arise nor contention can be raised that Section 17 of the Act not complied with. *Chaman Lal Singh vs. Haryana Urban Development Authority and Ors.* [(2009) 4 SCC 369: (2009) 1 SCR 1045 = JT 2009 (2) SC 276: 2009 AIR (SCW) 3035: 2009(2) SCALE 323]

Section 17 – Plot allotment – Cancellation of plot – Delay in deposit of 15% amount – Representation – Condonation of delay – While disposing of representation Estate Officer did not at all dealt with or mention as to whether or not the same was a case of condonation of delay in deposit of 15% amount – In terms of departmental instructions it is the Chief Administrator who is required to consider the said representation initially and if it is of delay of more

¹ Added vide Haryana Act No. 11 of 2004 dated 17.3.2004.

than 150 days the same is required to be considered by the Chairman HUDA – Representation rejected by the Estate Officer – Such disposal was not in accordance with law – Since the delay in the matter more than 150 days matter remitted to Chairman HUDA. *Chaman Lal Singhal vs. Haryana Urban Development Authority and Ors.* [(2009) 4SCC 369: (2009) 1 SCR 1045: JT 2009 (2) SC 276: 2009 AIR (SCW) 3035: 2009(2) SCALE 323]

CHAPTER IV

POWER TO EVICT PERSONS FROM PREMISES OF THE ¹[PRADHIKARAN]

²[18. Power to evict persons from premises/land of ³[Pradhikaran] or building constructed thereon.- (1) If the Collector or any officer authorized by him is satisfied-

(a) that any person authorized to occupy any premises of the ⁴[Pradhikaran] has-

(i) not paid rent lawfully due from him in respect of such premises for a period of more than two months; or

(ii) sublet, without the permission of the Estate Officer, the whole or any part of such premises; or

(iii) otherwise acted in contravention of any of the terms expressed or implied, under which he is authorized to occupy such premises; or

(b) that any person is in unauthorized occupation of any land of the ⁵[Pradhikaran] or building constructed thereon,

the Collector or any officer authorized by him may, notwithstanding anything contained in any law, for the time being in force, by notice served by post and if a person avoids service, or is not available for service of notice, or refuses to accept notice, then by affixing a copy of it on the outer door or some other conspicuous part of such premises/land or building or in such other manner as may be prescribed, call upon any person, who has committed a breach of the provisions of this Act or the rules framed thereunder, to vacate the said premises/land or building

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted by Haryana Act No. 23 of 2003 dated 7.10.2003.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

constructed thereon or demolish unauthorized construction and to appear and show cause why he should not be ordered to restore to its original state or to bring it in conformity with the provisions of this Act or the rules framed thereunder, as the case may be, and if such person fails to show cause to the satisfaction of the Collector or any officer authorized by him within a period of seven days, the Collector or any officer authorized by him shall pass an order requiring him to vacate such premises/land or building constructed thereon or demolish unauthorized construction and restore to its original state or to bring it in conformity with the provisions of this Act or the rules framed thereunder, as the case may be, within a further period of seven days.

(2) If the order made under clause (a) or clause (b) of sub-section (1) is not carried out, within a specified period, the Collector or any officer authorized by him at the expiry of the period of this order, shall evict that person from, and take possession of, the premises/land or building constructed thereon and shall for that purpose use such force as may be necessary and the cost incurred on such measures shall, if not paid on demand, being made to him, be recoverable from such person as arrears of land revenue.

(3) Even before the expiry of the period of seven days mentioned under sub-section (i), if the Collector or such officer authorized by him is satisfied that instead of vacation of premises/land or building constructed thereon or demolition of unauthorized construction, as the case may be, the person continues with the contravention, the Collector shall himself or any officer authorized by him take such measures as may appear necessary to give effect to the order and the cost of such measures shall, if not paid on demand, being made to him, be recoverable from such person as arrears of land revenue.

(4) If a person, who has been ordered to vacate any premises under sub-clause(l) or sub-clause (iii) of clause (a) of sub-section (1), within a period of seven days of the date of service of the notice, pays to the Estate Officer the rent in arrears or carries out or otherwise complies with the terms contravened by him to the satisfaction of the Collector or any officer authorized by him, as the case may be, the Collector or any officer authorized by him shall cancel his order made under sub-section (1) and thereupon such person shall hold the premises on the same terms on which he held them immediately before such notice was served upon him.]

¹[(5) The Estate Officer, or officer authorized by him may,-

- (i) confiscate any articles or material found in the premises or public place, rehri parked at any public place, any articles or materials in the corridors of the shops, pavements, parking areas, parks, open spaces, road berms or any other public places;
- (ii) grant permission in writing, on such conditions as may be approved by him for the safety or convenience of persons passing by, or dwelling or working in the neighbourhood, and withdraw the permission, to any person ton (a) take up or alter the pavement or other materials for the fences of posts of any public street;
- (b) deposit or cause to be deposited building materials, goods for sale, or other articles on any public street;
- (c) make any hole or excavation on, in or under any street, or remove materials from beneath any street, so as to cause risk of subsidence; or
- (d) erect or set up any fence, post, stall or scaffolding in any public street,

and may charge fees according to a scale to be approved by him for such permission.

(6) Whoever does any of the acts mentioned in sub-section (5) without the written permission of the Estate Officer or any officer authorized by him, shall be punishable with a fine which shall not be less than two hundred rupees and more than two thousand rupees and the Estate Officer or the officer authorized by him may -

- (i) after reasonable opportunity has been given to the owner to remove his material and he was failed to do so, remove or cause to be removed by the police, or any other agency, any such movable encroachments or overhanging structures and any such materials, goods or articles of merchandise and any such fence, pot, stall, or scaffolding;
- (ii) take measure to restore the public places to the conditions it was in before any such alteration, excavation, encroachment

¹ Added by Haryana Act No. 41 of 2008 dated 15.12.2008, published in Haryana Govt. Gazette (Extra) Dec. 15, 2008, LS Part I at page 487.

or damage.

(7) If the material specified in clause (i) of sub-section (6) has not been claimed by the owner within a fortnight of its having been deposited for safe custody by the Estate Officer, or if the owner fails to pay the actual cost of removal or deposit in safe custody, the Estate Officer may have the material sold by auction at the risk of the owner, and the balance of the proceeds of such sale shall after deduction of the expenditure incurred by the Estate Officer be paid to the owner, or if the owner cannot be found, or refuses to accept payment, the balance shall be kept in deposit by the Estate Officer until claimed by the person entitled thereto, and if no claim is made within two years, the Estate Officer, may credit the amount to the fund of Authority.

Explanation.- For the purposes of this section 'movable encroachment' includes a seat or settee, and 'movable overhanging structure' includes an awning of any materials.]

19. Power to recover damages as arrears of land revenue.- Where any person is in unauthorised occupation of any premises of the¹[Pradhikaran] the Collector may, in the prescribed manner, assess such damages on account of the use and occupation of the premises as he may deem fit and may be notice served by post, or by affixing a copy of it on the outer door or some other conspicuous part of such premises or in such other manner as may be prescribed, order that person to pay the damages within such time not being less than thirty days as may be specified in the notice. If any person refuses or fails to pay the damages within the time specified in the notice, the damages may be recovered from him as arrears of land revenue.

20. Appeal. - (1) Any person aggrieved by an order of the Collector under section 18 or section 19 may, within a period of thirty days from the date of the service of notice under section 18 or 19, as the case may be, prefer an appeal to the Director, or such other authority, as the State Government may appoint in this behalf:

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

(2) Where an appeal is preferred under sub-section (1), the appellate authority may stay the enforcement of the order of the

¹ Substituted vide Haryana Act No. 28 of 2019.

Collector for such period and on such conditions, as, it deems fit.

(3) Every appeal under this section shall be disposed of by the appellate authority as expeditiously as possible.

CHAPTER V

FINANCE, ACCOUNTS AND AUDIT

21. Fund of ¹[Pradhikaran].- (1) The ²[Pradhikaran] shall have and maintain its own fund to which shall be credited:-

- (a) all moneys received by the ³[Pradhikaran] from the State Government and the Central Government by way of grants, loans, advances or otherwise;
- (b) all money borrowed by the ⁴[Pradhikaran], from source other than the Government, by way of loans or debentures;
- (c) all fees received by the ⁵[Pradhikaran] under this Act;
- (d) all moneys received by the ⁶[Pradhikaran] from the disposal of lands, building and other properties, movable and immovable; and
- (e) all moneys received by the ⁷[Pradhikaran] by way of rents and profits or in any other manner or from any other source.

(2) The fund shall be applied towards meeting -

- (a) expenditure incurred in the administration of this Act;
- (b) cost of acquisition of land for purposes of this Act;
- (c) expenditure for development of land;
- (d) expenditure for such other purposes as the State Government may direct or permit.

¹ Substituted for the word "Authority" vide Haryana Act No. 28 of 2019.

² Substituted for the word 'Authority' vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁴ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁵ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁶ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁷ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

(3) The ¹[Pradhikaran] shall keep its fund in any Scheduled Bank.

(4) The ²[Pradhikaran] may invest any portion of its fund in such securities or in such other manner as may be prescribed.

(5) The income resulting from investments mentioned in sub-section (4) and proceeds of the sale of the same shall be credited to the fund of the ³[Pradhikaran].

22. Power of State Government to make grants, advances and loans to ⁴[Pradhikaran]. - The State Government may make such grants, advance and loans to the ⁵[Pradhikaran], as the State Government may deem necessary, for the performance of the functions under this Act and all grants, loans and advances so made shall be on such terms and conditions, as the State Government may determine.

23. Power of ⁶[Pradhikaran] to borrow on advance money. - (1) The ⁷[Pradhikaran] may, from time to time, borrow money by way of loans or debentures from such sources, other than the State Government, and on such terms and conditions as may be prescribed.

(2) The ⁸[Pradhikaran] may advance money for residential, industrial or commercial purposes on such terms and conditions, as may be prescribed.

24. Priority of payment for interest and repayment of loans. - All payments due from the ⁹[Pradhikaran] on account of interest on loans or the repayment of loans shall be made in priority to all other dues from the ¹⁰[Pradhikaran].

¹ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

² Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

³ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁴ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁵ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁶ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁷ Substituted vide Haryana Act No. 28 of 2019 which received assent of Governor of Haryana on 27.3.2018.

⁸ Substituted vide Haryana Act No. 28 of 2019.

⁹ Substituted vide Haryana Act No. 28 of 2019.

¹⁰ Substituted vide Haryana Act No. 28 of 2019.

25. Budget. - The ¹[Pradhikaran] shall prepare in such form and at such time every year, as may be prescribed, a budget, in respect of the financial year next ensuing showing the estimated receipts and expenditure of the ²[Pradhikaran] and shall forward to the State Government such number of copies thereof, as may be prescribed.

26. Accounts and audit. - (1) The ³[Pradhikaran] shall maintain proper accounts and other relevant records and prepare an annual statement of accounts including the balance sheet in such form, as may be prescribed.

(2) The accounts of the ⁴[Pradhikaran] shall be subject to audit annually by the Accountant General of the State Government and any expenditure incurred by him in connection with such audit shall be payable by the ⁵[Pradhikaran] to the Accountant General.

(3) The Accountant General or any person appointed by him in connection with the audit of accounts of the ⁶[Pradhikaran] shall have the same right, privilege and authority in connection with such audit as the Accountant General has in connection with the audit of the Government accounts, and in particular, shall have the right to demand the production of books, accounts connected vouchers and other documents and papers.

(4) The Accounts of the ⁷[Pradhikaran] as certified by the Accountant General or any other person appointed by him in this behalf together with the audit report thereon shall be forwarded annually to the State Government.

27. Annual report. - The ⁸[Pradhikaran] shall prepare, for every year, a report on its activities during that year and submit the report to the State Government, in such form and on or before such date, as may be prescribed.

28. Provident fund. - The ⁹[Pradhikaran] shall constitute, for the benefit of its whole time paid members and of its officer and other employees in such manner and subject to such conditions, as may be prescribed, such

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Substituted vide Haryana Act No. 28 of 2019.

⁹ Substituted vide Haryana Act No. 28 of 2019.

provident fund as it may deem fit.

CHAPTER VI

RELATIONS BETWEEN THE GOVERNMENT, THE ¹[PRADHIKARAN] AND THE LOCAL AUTHORITIES, ETC.

29. Power of ²[Pradhikaran] to require local authority to assume responsibility for amenities in certain cases.- Where any area has been developed by the ³[Pradhikaran], the ⁴[Pradhikaran] may entrust the local authority ⁵[discharging municipal functions] within whose local limits the area so developed is situated, with the responsibility for the maintenance of the amenities which have been provided in the area by the ⁶[Pradhikaran] and for the provision of the amenities which have not been provided by the ⁷[Pradhikaran] but which in its opinion should be provided on terms and conditions agreed upon between the Authority and the local ⁸[Pradhikaran], and where such terms and conditions cannot be agreed upon, on terms and conditions settled by the State Government in consultation with the local authority on a reference of the matter to the State Government by the ⁹[Pradhikaran].

30. Control by State Government.- (1) The ¹⁰[Pradhikaran] shall carry out such directions as may be issued to it, from time to time, by the State Government for the efficient administration of this Act.

(2) The State Government may, at any time either on its own motion or on application made to it in this behalf, call for the records of any case disposed of, or order passed by the ¹¹[Pradhikaran] for the purpose of satisfying itself as to the legality or propriety or correctness of any order passed or direction issued and may pass such order or issue such direction in relation thereto as it thinks fit:

Provided that the State Government shall not pass an order ad-

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Inserted by Haryana Act No. 26 of 1984

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Substituted vide Haryana Act No. 28 of 2019.

⁹ Substituted vide Haryana Act No. 28 of 2019.

¹⁰ Substituted vide Haryana Act No. 28 of 2019.

¹¹ Substituted vide Haryana Act No. 28 of 2019.

versely affecting any person without affording such person an opportunity of being heard.

(3) The State Government may depute any officer to inspect or examine the office of the ¹[Pradhikaran], or its development works and to report thereon and the officer so deputed may, for the purposes of such inspection or examination, call for-

- (a) any extract from any proceedings of the ²[Pradhikaran] or any committee constituted under this Act, record, correspondence, plan or other documents;
- (b) any return, estimates, statement of account or statistics;
- (c) any report, and the ³[Pradhikaran] shall furnish the same.

31. Returns and information.- The ⁴[Pradhikaran] shall furnish to the State Government such reports, returns, record and other information as the State Government, may, from time to time, require.

32. Power of State Government to transfer powers of Municipal Committees, Panchayats, Panchayat Samitis, Improvement Trust and Faridabad Complex Administration to ⁵[Pradhikaran].- Notwithstanding anything contained in any other law for the time being in force, where the State Government considers it expedient, it may, in the prescribed manner, suspend any of the powers of local authority relating to the control on development and use of lands and building under the Haryana Municipal Act, 1973, the Punjab Gram Panchayat Act, 1952, the Punjab Panchayat Samitis Act, 1961, the Punjab Town Improvement Act, 1922, or the Faridabad Complex (Development and Regulation) Act, 1971 and transfer such powers to the ⁶[Pradhikaran].

(2) Where such powers are transferred to the ⁷[Pradhikaran], the ⁸[Pradhikaran] shall be deemed to be the local authority concerned, the Chief Administrator shall be deemed to be the committee of the municipality or the Sarpanch of the Gram Panchayat or the Chairman of the Panchayat Samiti or the Chairmen of the Improvement Trust or the

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

⁸ Substituted vide Haryana Act No. 28 of 2019.

Chief Administrator of the Faridabad Complex Administration, as the case may be, and the Estate Officer shall be deemed to be the executive Authority thereof, and the ¹[Pradhikaran] shall strictly exercise the powers transferred to it under sub-section (1) within the area under the territorial jurisdiction of the local authority concerned.

CHAPTER VII

INSPECTION AND PENALTIES

33. Power of entry. - The ²[Pradhikaran] may authorise any person to enter into or upon any land or building other than the land or building owned by the Central Government with or without assistants or workmen for the purpose of -

- (a) making any enquiry, inspection, measurement or survey or taking levels of such land or building;
- (b) examining works under construction and ascertaining the course of sewers and drains;
- (c) digging or boring into the sub soil;
- (d) setting out boundaries and intended lines of work;
- (e) making levels, boundaries and lines by placing marks and cutting trenches;
- (f) doing any other thing necessary for the efficient administration of this Act:

Provided that -

- (i) no such entry shall be made except between the hours of sunrise and sunset and without giving reasonable notice to the occupier, or if there be no occupier, to the owner of the land or building;
- (ii) sufficient opportunity shall in every instance be given to enable women, if any to withdraw from such land or building;
- (iii) due regard shall always be had, so far as may be compatible with the exigencies of the purpose for which the entry is made, to the social and religious usages of the occupants of the land or building entered.

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

34. Penalties. - Any person who obstructs the entry of a person authorised under section 33 to enter into or upon any land or building other than the land or building owned by the Central Government or molests such person after such entry shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees, or with both.

35. Offences by companies. - (1) If the person committing an offence under this Act is a company, every person, who, at the time the offence was committed, was in charge of, and was responsible to, the company for the conduct of the business of the Company, as well as the Company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided under this Act if he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of any director, manager, secretary or other officer, such director, manager, secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.- For the purpose of this section-

- (a) "company" means a body corporate and includes a firm or other association of individuals; and
- (b) "director" in relation to a firm means a partner in the firm.

36. Fines when realised to be paid to ¹[Pradhikaran].- All fines realised in, connection with prosecution under this Act shall be paid to the ²[Pradhikaran].

37. Composition of offences.- (1) Any offence made punishable under this Act may, either before or after the institution of proceedings, be compounded by the ³[Pradhikaran] or by any person authorised by the

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

¹[Pradhikaran] in the behalf.

(2) Where an offence has been compounded, the offender, if in custody, shall be discharged and no further proceedings shall be taken against him in respect of the offence compounded.

CHAPTER VIII

MISCELLANEOUS

38. Charge for extension of amenities.- Where, in the opinion of the State Government, it is necessary that the amenities provided by the ²[Pradhikaran] in an urban area should be extended to any land or building situated within the said area or within such distance from the said area as it may deem expedient, such amenities shall be extended to such land or building and the owner of such land or building shall be liable to pay to the ³[Pradhikaran], in the manner prescribed, such development charges therefore, as may be fixed by the State Government having regard to the expenses to be incurred for providing such amenities and the benefits to be extended to the land or building.

⁴ [38A. **Registration of independent residential floors.**- (1) The registration of independent residential floors for the purpose of transfer, sale, gift, exchange or lease in perpetuity of plots allotted by the Authority, shall be permitted as independent dwelling unit:

Provided that no sub-division of land under the residential dwelling unit shall be permitted and the registration shall be limited to only one dwelling unit on each floor.

(2) The purchaser of floor desiring registration under sub-section (1), shall be liable to pay a duty, as notified by the State Government, from time to time, which shall not be less than one per centum and more than three per centum, in addition to the stamp duty payable under the Indian Stamp Act, 1899, as applicable in the State of Haryana.

(3) The said duty shall be collected by the Registrar or Sub-Registrar in the shape of non-judicial stamp paper at the time of registration of the document and intimation thereof shall be sent to the

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Inserted by Haryana Act No. 31 of 2010 dated 15.11.2010

concerned Estate Officer immediately.

(4) The amount of the duty so collected shall be paid to the concerned Estate Officer and this amount shall be utilized towards defraying the costs of additional external development that may be incurred on providing extra basic amenities.]

39. Members, officers and employees to be public servants.- All members, officers and other employees of the ¹[Pradhikaran] shall be deemed to be public servants within the meaning of Section 21 of the Indian Penal Code, 1860.

40. Jurisdiction of Courts.- No court inferior to that of a Magistrate of the first class shall try an offence punishable under this Act.

41. Sanction for prosecution.- No prosecution for any offence punishable under this Act shall be instituted except with the previous sanction of the ²[Pradhikaran] or any officer authorised by the ³[Pradhikaran].

42. Service of notice etc.- (1) All notices, all orders and other documents required by this Act or any rule or regulation made thereunder to be served upon any person shall, save as otherwise provided in this Act or such rule or regulation, be deemed to be duly served-

(a) Where the person to be served is a company, if the document is addressed to the Secretary of the said company, at its registered office or at its principal office or place of business and is either-

- (i) sent by registered post;
- (ii) delivered at the registered office or at the principal office or place of business of the said company;

(b) where the person to be served is a partnership firm, if the document is addressed to the said partnership firm, at its principal place of business, identifying it by the name or style under which its business is carried on and is either-

- (i) sent by registered post; or
- (ii) delivered at the said place of business;

(c) where the person to be served is a public body, or a Corpora-

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

tion or Society or other Body, if the document is addressed to the Secretary, Treasurer or other head office of that Body, Corporation or Society, at its principal office and is either-

(i) sent by registered post; or

(ii) delivered at the said office;

(d) in any other case, if the document is addressed to the person to be served and-

(i) is given or tendered to him; or

(ii) is sent by registered post to the person; or

(iii) if such person cannot be found, is affixed on some conspicuous part of his last known place of residence or business, if within an urban area or is given or tendered to some adult member of his family or is affixed on some conspicuous part of the land or building to which it relates.

(2) Any document which is required or authorised to be served on the owner or occupier of any land or building may be addressed "the owner or the occupier", as the case may be, of that land or building (naming that land or building) without further name or description, and shall be deemed to be duly served-

(a) if the document so addressed is sent to be delivered in accordance with clause (b) of sub-section (1); or

(b) if the document so addressed, or a copy thereof so addressed, is delivered to any person on the land or building or where there is no person on the land or building to whom it can be delivered is affixed to some conspicuous part of the land or building.

(3) Where a document is served on the partnership firm in accordance with this section, the document shall be deemed to be served on each partner.

(4) For the purpose of enabling any document to be served on the owner of any property, the Secretary may, by notice in writing, require the occupier, if any, of the property to state the name and address of the owner thereof.

(5) Where the person on whom a document is to be served is a minor, the service upon his guardian or any adult member of his family shall be deemed to be served upon the minor.

Explanation.- A servant is not a member of the family within the meaning of this section.

43. Notices etc. to fix reasonable time.- Where any notice, order or other document issued or made under this Act or any rule or regulation made thereunder requires anything to be done for the doing of which no time is fixed in this Act or the rule or regulation, the notice, order or other document shall specify a reasonable time for doing the same.

44. Authentication.- All permissions, orders, decisions, notice and other documents of the ¹[Pradhikaran] shall be authenticated by the signatures of the Secretary or any other officer authorised by the ²[Pradhikaran] in this behalf.

45. Mode of proof of records of ³[Pradhikaran].- A copy of any receipt, application, plan, notice, entry in a register, or other document, in the possession of the ⁴[Pradhikaran], if duly certified by the legal keeper thereof, or other person authorised by the ⁵[Pradhikaran], in this behalf, shall be received as *prima-facie* evidence of the existence of the document and shall be admitted as evidence of the matters and transactions therein recorded in every case, where, and to the same extent as, the original document would, if produced, have been admissible to prove such matters.

46. Restriction on summoning of members, officers and other employees of ⁶[Pradhikaran].- No member, officer or other employee of the Authority shall, in any legal proceedings to which the ⁷[Pradhikaran] is not a party, be required to produce any register or document the contents of which can be proved under the preceding section by a certified copy, or to appear as a witness to prove the matters and transactions recorded therein, unless by order of the court made for special cause.

47. Protection of action taken in good faith.- No suit, prosecution or other legal proceedings shall lie against any person for anything which is in good faith done or intended to be done under this Act or any rule or regulation made thereunder.

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

48. Relation of ¹[Pradhikaran] with police.- It shall be the duty of every police officer-

- (i) to communicate without delay to the proper officer or the employee of the ²[Pradhikaran] any information which he receives of a design to commit or of the commission of any offence against this Act or any rule or regulation made thereunder; and
- (ii) to assist the member or any officer or other employee of the ³[Pradhikaran] in the lawful exercise of any power vesting in such member, officer or other employee under this Act or any rule or regulation made thereunder.

49. Arrest of offenders.- (1) A police officer, not below the rank of sub-inspector shall arrest any person who commits, in his view, any offence against this Act or any rule made thereunder, if the name and address of such person be unknown to him and if such person, on demand, declines to give his name and address, or gives such name or address which such officer has reason to believe to be false.

(2) The person so arrested shall, without unavoidable delay, be produced before the Magistrate authorised to try the offence for which the arrest has been made, and no persons, so arrested, shall be detained in custody for a period exceeding twenty-four hours without an order from the above mentioned Magistrate.

50. Finality of orders and bar of jurisdiction of civil courts.- (1) Save as otherwise expressly provided in the Act, every order passed or direction issued by the State Government or order passed or notice issued by the ⁴[Pradhikaran] or its officer under this Act shall be final and shall not be questioned in any suit or other legal proceedings.

(2) No civil court shall have jurisdiction to entertain any suit or proceedings in respect of any matter the cognizance of which can be taken and disposed of by any ⁵[Pradhikaran] empowered by this Act or the rules or regulation made thereunder.

51. Power of delegate.- (1) The ⁶[Pradhikaran] may, by resolution,

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

authorise that any power exercisable by it under this Act or the rules or regulations made thereunder, except the power to make regulations, may also be exercised by such officers of the ¹[Pradhikaran] or State Government or local authority as may be mentioned therein, in such cases and subject to such conditions, if any, as may be specified therein.

(2) The State Government may, by notification direct that any power exercisable by it under this Act, except the power to make rules, may also be exercised by such officer as may be mentioned therein, in such cases and subject to such conditions, if any, as may be specified therein.

(3) The Director may, by notification direct that any power exercisable by him under this Act may also be exercised by such officer as may be mentioned therein, in such cases and subject to such conditions, if any, as may be specified therein.

²[(4) The State Government may, by notification, direct that any power exercisable by the Chief Administrator under this Act may be exercised by such other officer of the ³[Pradhikaran] as may be mentioned therein, in such cases and subject to such conditions, if any, as may be specified therein.]

52. State Government or any person appointed by it may exercise power or perform duties conferred or imposed on ⁴[Pradhikaran].-(1) If, in the opinion of the State Government, the ⁵[Pradhikaran] is not competent to exercise or perform or neglects or fails to exercise or perform any power conferred or duty imposed upon it by or under any of the provisions of this Act, the State Government or any persons appointed in this behalf by the State Government may exercise such power or perform such duty.

(2) Any expenses incurred by the State Government or by such person in exercising such power or performing such duty shall be paid out of the fund of the ⁶[Pradhikaran], and if the ⁷[Pradhikaran] fails to pay the expenses, then the State Government may make an order directing any person who, for the time being, has custody of such fund to pay such

¹ Substituted vide Haryana Act No. 28 of 2019.

² Inserted vide Haryana Act No. 4 of 1979, published in H.G. (Extra) L.S. Part I dated 10.1.1979 at page 9.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

⁷ Substituted vide Haryana Act No. 28 of 2019.

expenses from such fund, and such person shall be bound to obey such order.

53. Power to make rules. - (1) The State Government may, by notification, make rules for carrying out the purpose of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:-

- (a) the terms and conditions of service of the members under sub-section (1) of section 4;
- (b) the appointment of committees under section 8;
- (c) the manner and purpose for associating persons under section 9;
- (d) the control and restriction in relation to appointment of officers and other employees under sub-section (1) of section 11;
- (e) the form and manner in which an appeal may be filed under sub-section (5) of Section 17;
- (f) the manner of serving notice under sub-section (1) of section 1 and under section 19;
- (g) the manner in which the damages may be assessed under section 19;
- (h) the investment of fund under sub-section (4) of section 21;
- (i) the procedure to be followed for borrowing money by way of loans or debentures and their re-payment and the terms and conditions for advancing money under section 23;
- (j) the form of the budget of the ¹[Pradhikaran] and the manner of preparing the same under Section 25;
- (k) the form of balance sheet and statement of account under sub-section (1) of section 26;
- (l) the form of the annual report and the date on or before which it shall be submitted to the State Government under section 27;
- (m) the manner and constitution of the pension and provident fund for whole-time paid members and officers and other employees

¹ Substituted vide Haryana Act No. 28 of 2019.

of the ¹[Pradhikaran] and the conditions subject to which such fund may be constituted under section 28;

(n) any other matter which has to be, or may be, prescribed by rules.

(3) Every rule made under this section shall be laid as soon as may be after it is made before the House of the State Legislature while it is in session for a total period of fourteen days which may be comprised in one session or in two or more successive sessions and if before the expiry of the session in which it is so laid or the successive sessions aforesaid, the House agrees in making any modification in the rule or the House agrees that the rule should not be made, the rule shall therefore have effect only in such modified form or be of no effect, as the case may be, so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

54. Power to make regulations.- The ²[Pradhikaran] may, with the previous approval of the State Government, make regulations consistent with this Act, and without prejudice to the generality of this power such regulations may provide :-

- (a) the summoning or holding of the meetings of the ³[Pradhikaran], the time and place where such meetings are to be held and the conduct of business at such meetings;
- (b) the powers and duties of the officers and other employees of the ⁴[Pradhikaran];
- (c) the salaries, allowances and conditions of service of Officers and other employees of the ⁵[Pradhikaran];
- (d) the erection of buildings;
- (e) the terms and conditions in which transfer of any right, title and interest in any land or building may be permitted;
- (f) the management of the properties of the ⁶[Pradhikaran];

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

(g) any other matter which has to be, or may be, determined by regulations.

55. Penalty for breach of rules and regulations.- Except as otherwise provided for in this Act, and any contravention of any of the rules or regulations made thereunder shall be punishable with fine which may extend to five hundred rupees, and in the case of a continuing contravention, with an additional fine, which may extend to fifty rupees, for each day during which such contravention continues after the first conviction; and the court, while passing any sentence on conviction of any person for the contravention of any rule or regulation, may direct that any property or part thereof, in respect of which the rule or regulation has been contravened, shall be forfeited to the ¹[Pradhikaran].

²[Provided that if a building is begun, erected or re-erected in contravention of any of the building regulations, the Chief Administrator shall be competent to require the building to be altered or demolished, by a written notice delivered to the owner thereof, within six months of its having begun, or having been completed, as the case may be. Such notice shall also specify the period during which such alteration or demolition has to be completed and if the notice is not complied with, the Chief Administrator shall be competent to demolish the said building at the expense of the owner:

Provided further that the Chief Administrator may, instead of requiring alteration or demolition of any such building, accept by way of composition, such sum as he may deem reasonable.]

56. Exemption.- Nothing in this Act, shall apply to the operational constructions.

57. Dissolution of Authority.- (1) Where the State Government is satisfied that the purposes for which the ³[Pradhikaran] is constituted under this Act have been substantially achieved so as to render the continued existence of the ⁴[Pradhikaran] in the opinion of the State Government unnecessary, the State Government may, by notification, declare that the ⁵[Pradhikaran] shall be dissolved with effect from such date as may be

¹ Substituted vide Haryana Act No. 28 of 2019.

² Added vide Haryana Act No. 4 of 1979, published in H.G.Gaz. (Extra) L.S. Part I dated 10.1.1979 at page 9.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

specified in the notification; and the ¹[Pradhikaran] shall be deemed to be dissolved accordingly.

(2) From the date specified under sub-section (1)-

- (a) all properties, funds and dues which are vested in, or realisable by the ²[Pradhikaran], shall vest in, or be realisable by the State Government;
- (b) all liabilities which are enforceable against the ³[Pradhikaran] shall be enforceable against the State Government; and
- (c) for the purpose of carrying out any development which has not been fully carried out by the ⁴[Pradhikaran] and for the purpose of realising properties, funds and dues referred to in clause (a), the functions of the ⁵[Pradhikaran] shall be discharged by the State Government.

58. Repeal and savings.- (1) As from the date of the constitution of the ⁶[Pradhikaran], the Punjab Urban Estates (Development and Regulation) Act, 1964, in its application to the State of Haryana, shall stand repealed.

(2) Notwithstanding the provisions of sub-section (1):-

- (a) anything done or any action taken including any notification, order, schemes, permissions or rule made, granted or issued under any provisions of the Punjab Urban Estate (Development and Regulations) Act, 1964, shall, so far as it is not inconsistent with the provisions of this Act, continue in force and be deemed to have been done or taken under the provisions of this Act, unless and until it is superseded by anything done or any action taken under this Act;
- (b) all properties movable and immovable and all interests of whatsoever nature and kind therein, vested in the State Government under the Punjab Urban Estates (Development and Regulation) Act 1964, before the commencement of this

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

⁶ Substituted vide Haryana Act No. 28 of 2019.

Act, shall vest in the ¹[Pradhikaran];

(c) all debts, obligations and liabilities incurred, all contracts entered into and all matters and things engaged to be done by, with or for the State Government, under the Punjab Urban Estates (Development and Regulation) Act, 1964, before the commencement of this Act, shall be deemed to have been incurred, entered into or engaged to be done by, with or for the ²[Pradhikaran];

(d) all taxes, fees and other sums of money due to the State Government under the Punjab Urban Estates (Development and Regulation) Act, 1964, immediately before the commencement of this Act, shall be deemed to be due to the ³[Pradhikaran]; and

(e) all suits, prosecutions and other legal proceedings instituted or which might have been instituted by, for or against the State Government under the Punjab Urban Estates (Development and Regulation) Act, 1964, may be continued or instituted by, for or against the ⁴[Pradhikaran].

⁵[(3) Notwithstanding anything contained in any other law for the time being in force-

(a) all property, movable and immovable and all interests of whatsoever nature and kind therein vested in the State Government under the Punjab New Mandi Township (Development and Regulation) Act, 1960, except Mandi portion of the Mandi Townships established by the Colonisation Department shall vest in the ⁶[Pradhikaran];

(b) anything done or any action taken including any notification, order, scheme, permission or rule made, granted or issued under any provisions of the Punjab New Mandi Townships (Development and Regulations) Act, 1960, shall so far as it is not inconsistent with the provisions of this Act, continue in

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Inserted vide Haryana Act No. 9 of 1988, published in H.G. Gaz. (Extra) L.S. Part I, dated 15.2.1988 at page 51.

⁶ Substituted vide Haryana Act No. 28 of 2019.

force and be deemed to have been done or taken under the provisions of this Act unless and until it is superseded by anything done or any action taken under this Act;

- (c) all debts, obligations and liabilities incurred, all contracts entered into and all matters and things engaged to be done by, with or for the State Government, under the Punjab New Mandi Townships (Development and Regulation) Act, 1960, shall be deemed to have been incurred entered into or engaged to be done, with or for the ¹[Pradhikaran];
- (d) all taxes, fees and other sums of money due to the State Government under the Punjab New Mandi Townships (Development and Regulation) Act, 1960 shall be deemed to be due to the ²[Pradhikaran];
- (e) all suits, prosecutions and other legal proceedings instituted or which might have been instituted by, or against the State Government under the Punjab New Mandi Townships (Development and Regulation) Act, 1960 and the Colonization of Government Lands (Punjab) Act, 1912, may be continued or instituted by or for or against the ³[Pradhikaran].

59. Removal of difficulties.- If any difficulties arise in giving effect to the provisions of this Act, the State Government may, by notified order, not inconsistent with the provisions of this Act, remove the difficulty.

60. Repeal and savings.- (1) The Haryana ⁴[Shehri Vikas Pradhikaran] Ordinance, 1977 (Haryana Ordinance, No.1 of 1977) is hereby repealed.

(2) Notwithstanding such, repeal, anything done or any action taken under the said Ordinance, shall be deemed to have been done or taken under this Act as if this Act had come into force on the 10th day of January, 1977.

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

¹[CHAPTER IX]

CONSTITUTION OF LOCAL DEVELOPMENT AUTHORITIES

61. Definitions.- In this Chapter unless the context otherwise requires-

- (a) "Estate Officer" means the Estate Officer of the Local Development Authority appointed by the Government;
- (b) "local development area" means the area declared as such under sub-section (J) of section 62;
- (c) "Local Development Authority" means the Local Development Authority constituted under sub-section (3) of section 62;
- (d) "Master plan" means a plan including a development plan approved by the Government under this Act or under any other Act in force in the State of Haryana;
- (e) "Secretary" means the Secretary of the Local Development Authority;
- (f) "Vice-Chairman" means the Vice-Chairman of the Local Development Authority who shall also be the Chief Administrator thereto.

62. Declaration of Local Development area. ²[(1) If in the opinion of the State Government, any area within the State requires integrated planned development, it may, by notification, declare such area to be local development area and such area shall include the area within a town or local authority including a municipal committee Council or a Municipal Corporation, the controlled area declared under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (Act 41 of 1963) or the erstwhile Faridabad Complex (Regulation and Development) Act, 1971 (42 of 1971), or the Haryana Municipal Corporation Act, 1994 (16 of 1994), or any other area which in the opinion of the State Government is likely to be developed.]

(2) The State Government may, by notification in the Official Gazette, constitute for the purposes of this Act an Authority to be called Local Development Authority for any local development area declared under sub-section (1).

(3) The Local Development Authority shall be a body corporate laying perpetual succession and a common seal with power to acquire

¹ Inserted vide Haryana Act No. 12 of 2004.

² Substituted by Haryana Act No. 23 of 2004 dated 8.11.2004

hold' and dispose of property, movable and immovable and to contract and shall by the said name sue and be sued.

63. Constitution for Local Development Authority.- (1) The Local Development Authority in respect of any local development area declared for development under sub-section (7) of section 62 shall consist of the following members:-

- (a) Chairman of the Haryana ¹[Shehri Vikas Pradhikaran] shall be the Chairman of Local Development Authority;
- ²[(b) a whole-time Vice-Chairman not below the rank of Commissioner serving or retired to be appointed by the Government;]
- (c) the Secretary to the Government, Haryana, in the Town and Country Planning Department, ex-officio;
- (d) the Secretary to the Government, Haryana, in the Local Government Department, ex-officio;
- (e) the Secretary to the Government, Haryana, in the Finance Department, ex-officio;
- (f) the Director, 'Town and Country Planning Department, Haryana ex-officio;
- (g) the Chief Administrator, ³[Shehri Vikas Pradhikaran], ex-officio;
- (h) ⁴[xxx]
- (i) Deputy Commissioner of the district in which the local development area is situated;
- ⁵[(j) Mayor of a Municipal Corporation and in case of municipal Committee/Council, the president, ex-officio;]
- (k) not more than three other members, one of them having experience in engineering, town planning or architecture, as may be nominated by the Government.

(2) A member referred to in clause (c), clause (d), clause (e), of sub-section (1) may instead of attending a meeting of the Local Development Authority, himself, depute an officer, not below the rank of

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Clause (h) omitted by Haryana Act No. 23 of 2004 dated 8.11.2004.

⁵ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

Deputy Secretary in the department, and not below the rank of Chief Town Planner and Administrator, Haryana ¹[Shehri Vikas Pradhikaran], in case of a member referred to in clause (f) and clause (g), respectively. The officers so deputed shall have the right to take part in the proceedings of the meeting and also have the right to vote respectively.

64. Terms of office and conditions of service of members.- (1) The term of office and conditions of service of the members shall be such as may be prescribed.

(2) The Vice-Chairman shall be entitled to receive from the fund of the Local Development Authority such salary and allowances, as may be prescribed.

(3) A member may be paid from the fund of the Local Development Authority such allowances, if any, as may be prescribed.

(4) The nominated members shall hold office during the pleasure of the Government.

(5) A nominated member may resign his office by giving notice in writing to the Government and, on such Registration being accepted by the Government, he shall cease to be a member.

65. Power to remove members.-The Government may remove from office any member,-

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

66. Filling of Vacancies.- Upon occurrence of any vacancy in the office of a member, another member shall be appointed.

67. Meetings.- (1) The Local Development Authority shall meet at such times and places and subject to the provisions of sub-sections (2) and (3) observe such rules of procedure in regard to the transaction of its business at such meeting, as may be provided by regulations.

²[(2) Every meeting of the Local Development Authority shall be

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted by Haryana Act No. 23 of 2004 dated 8.11.2004.

presided over by the chairman.]

(3) All questions at a meeting of the Local Development Authority shall be decided by a majority of Votes of the members present and voting and in the case of equality of votes, the ¹[Chairman] shall have a second or casting vote.

(4) Minutes shall be accepted of the names of the members present and of the proceedings at each meeting in a book to be kept for the purpose, which shall be signed at the next ensuing meeting by the member presiding at such meeting and shall be opened to inspection by any member during office hours.

(5) For the transaction of business at a meeting of the Local Development Authority, the quorum 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.

68. Appointment of Committees.- Subject to any rules made in this behalf, the Local Development Authority may, from time to time, appoint one or more committees for the purpose of securing the efficient discharge of the functions of the Local Development Authority and in particular for the purpose of ensuring the efficient maintenance of public amenities and development projects.

69. Temporary association of persons.- (1) The Local Development Authority or any committee appointed under section 68 may associate with itself in such manner and for such purposes, as may be prescribed, any person whose assistance or advice it may require in performing any of its functions under this Chapter.

(2) Any person associated under sub-section (1) for any purpose shall have the right to take part in the discussion of the Local Development Authority relevant to that purpose but shall not have a right to vote at a meeting.

70. Validation of acts and proceedings.- No act done or proceedings taken under this Chapter shall be questioned on the ground merely of-

- (i) the existence of any vacancy in, or any defect in the constitution of the Local Development Authority;
- (ii) any person, associated under section 69 having voted in contravention of the provisions of this Chapter in this behalf;

¹ Substituted for the words "member presiding" vide Haryana Act No. 23 of 2004 dated 8.11.2004.

- (iii) the failure to serve a notice on any person where no substantial injustice has resulted from such failure;
- (iv) any omission, defect or irregularity not affecting the merits of the case.

71. Staff.- (1) The State Government may appoint six suitable officers respectively as the Chief Town Planner, Chief Engineer, Controller of Finance, Secretary, Estate Officer and Manager Estate of the Local Development Authority from Haryana ¹[Shehri Vikas Pradhikaran] or concerned department of State Government, who shall exercise such powers and perform such duties, as may be prescribed by regulations or delegated to them by Local Development Authority or its Vice-Chairman.

(2) Subject to such control and restrictions, as may be prescribed, the Local Development Authority may appoint from the cadre of the employees of the Haryana ²[Shehri Vikas Pradhikaran] or on deputation from the departments of the State Government such number of officers and other employees including experts for technical and legal work, as may be necessary for the efficient performance of its functions and may determine their designations and grades.

(3) The officers and other employees of the Local Development Authority shall be entitled to receive from the fund of the Local Development Authority such salaries and allowances, as may be determined by regulations made in this behalf.

(4) The exercise of any powers or discharge of any duties or functions by any officer or other employee shall be subject to such restrictions, conditions and limitations, if any, as may be laid down by the Local Development Authority and shall also be subject to its control and supervision.

(5) The Local Development Authority shall not have any cadre of its own employees and the employees of the Local Development Authority shall belong to a cadre of ³[Shehri Vikas Pradhikaran].

(6) No person who has, directly or indirectly, by himself or through his partner or agent, any share or interest in any contract by or on behalf of the Local Development Authority, or any employment under, by or on behalf of the Local Development Authority otherwise than as an officer or

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

employee thereof, shall become or remain an officer or employee of the Local Development Authority.

(7) It shall be lawful for the State Government or any officer authorised by it in this behalf to transfer any person holding any post in Haryana ¹[Shehri Vikas Pradhikaran] Service from one Local Development Authority to another.

72. Object of the Local Development Authority.- The objects of the Local Development Authority shall be to promote and secure the development of all or any of the areas comprised in a local development area according to plan, for that purpose the Local Development Authority shall have the power to acquire by way of purchase, transfer, exchange or gift, hold, manage, plan, develop and mortgage or otherwise dispose of land and other property, to carry out by itself or through any agency on its behalf, building, engineering, mining and other operations, to execute works in connection with supply of water, disposal of sewerage, control of pollution and any other service and amenities and generally to do anything with the prior approval, or on direction of the State Government, for carrying out the purpose of this Act:

~~Provided that~~ Provided that save as provided in this Chapter nothing contained in this Chapter shall be construed as authorising the disregard by the Local Development Authority of any law for the time being in force.

73. Master Plan for the development areas.- (1) The Local Development Authority shall, as soon as may be, prepare a master plan for the local development area.

(2) The master plan shall-

- (a) define the various ²[sectors/zones] into which the local development area may be divided for the purposes of development and indicate the manner in which the land in each ³[sectors/zones] is proposed to be used (whether by the carrying out thereon of development or otherwise) the stages by which any such development shall be carried out; and
- (b) serve as a basic pattern of frame work within which the

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

³ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

¹ [sectoral/zonal development plans] of the various ²[sectors/zones] may be prepared.

(3) The master plan may provide for any other matter which may be necessary for the proper development of the local development area.

74. ³[(Sectoral/zonal Development Plans].- (1) Simultaneously, with the preparation of the master plan or as soon as may be thereafter, the Local Development Authority shall proceed with the preparation of a [sectoral/zonal development plan] for each of the ⁴[sectors/ zones] into which the local development area may be divided.

(2) A ⁵[sectoral/zonal development plan] may-

- (a) contain a site plan and use plan for the development of the ⁶[sectors/zones] and show the approximate locations and extents of land use proposed in the ⁷[sectors/zones] for such things as public building and other public works and utilities, roads, housing, recreation, industry, business, markets, schools, hospitals and public and private open spaces and other categories of public and private uses;
- (b) specify the standards of population density and building density;
- (c) show every area in the ⁸[sectoral/zonal] which may, in the opinion of the Local Development Authority, be required to be declared for development or re-development; and
- (d) in particular, contain provisions regarding all or any of the following matters, namely:-
 - (i) the division of any site into plots for the erection of buildings;
 - (ii) the allotment or reservation of land for roads, open spaces, gardens, recreation-grounds, schools, markets and other public purposes;

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

³ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁴ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁵ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁶ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁷ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁸ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

- (iii) the development of any area and the restrictions and conditions subject to which such development may be undertaken or carried out;
- (iv) the erection of building on any site and the restrictions and conditions in regard to the open spaces to be maintained in or around buildings and height and character of buildings;
- (v) the alignment of buildings of any site;
- (vi) the architectural features of the elevation or frontage of any building to be re-erected on any site;
- (vii) the number of residential buildings which may be erected on plot or site;
- (viii) the amenities to be provided in relation to any site or buildings on such site whether before or after the erection of buildings and the person or authority by whom or at whose expense such amenities are to be provided;
- (ix) the prohibitions or restrictions regarding erection of shops, workshops, warehouses or factories or buildings of a specified architectural feature or buildings designed for particular purposes in the locality;
- (x) the maintenance of walls, fences, hedges or any other structural or architectural construction and the height at which they shall be maintained;
- (xi) the restrictions regarding the use of any site for purposes other than erection of buildings;
- (xii) any other matter which is necessary for the proper development of the ¹[sector/zone] or any area thereof according to plan and for preventing buildings being erected-haphazardly in such ²[sector/zone] or area.

75. Submission of plans to the State Government for approval.- (1) In this section and in sections 76, 77, 80 and 82 the word "plan" means the master plan as well as the ³[sectoral/zonal development plan] for a

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

³ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

sector.

(2) Every plan shall, as may be, after its preparation be submitted by the Local Development Authority to the State Government in the Town and Country Planning Department for approval and the Government may either approve the plan without modification or with such modifications as it may consider necessary or reject the plan with directions to the Local Development Authority to prepare a fresh plan according to such directions.

76. Procedure to be followed in the preparation and approval of plan.-

(1) Before preparing any plan finally and submitting it to the State Government for approval, the Local Development Authority shall prepare a plan in draft and publish it by making a copy thereof available for inspection and publishing a notice in such form and manner as may be prescribed by regulations made in that behalf inviting objections and suggestions from any person with respect to the draft plan before such date as may be specified in the notice.

(2) The Local Development Authority shall also give reasonable opportunity to every local authority within whose local limits the land touched by the plan is situated, to make any representation with respect to the plan.

(3) After considering all objections, suggestions and representations that may have been received by the Local Development Authority, the Local Development Authority shall finally prepare the plan and submit it to the State Government for its approval.

(4) Subject to the foregoing provisions of this section the State Government may direct the Local Development Authority to furnish, such information as the Government may require for the purpose of approving any plan submitted to it under this section.

77. Date of commencement plans.- Immediately after a plan has been approved by the State Government, the ¹[Pradhikaran] shall publish in such manner as the State Government may specify, a notice stating that a plan has been approved and naming a place where a copy of the plan may be inspected at all reasonable hours, and upon the date of first publication of the aforesaid notice the plan shall come into operation.

²*[Note- The development plan prepared and approved by the Govern-*

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

ment under section 5 of the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Act, 1963 (41 of 1963), or under section 29 of the erstwhile Faridabad Complex (Regulation and Development) Act, 1971 (42 of 1971) or under section 346 of the Haryana Municipal Corporation Act, 1994 (16 of 1994), shall be deemed to be a master plan under section 73 for the local development area forming part of the controlled area declared under the aforesaid Acts and the same shall be integrated into the master plan of the local development area].

78. Maintenance and improvement of facade of certain buildings materials road.- (1) Where in any local development area, any building occupied wholly for residential purpose or partly for residential and partly for non-residential purposes abuts an arterial road, the occupier of such building shall be bound to repair, white-wash, colour-wash or paint the facade of such building at his own cost in accordance with any bye-laws made in that behalf.

(2) Where the Local Development Authority, with a view to ensuring symmetry with any scheme or other specification made in that behalf consider it necessary or expedient so to do, or where any occupier fails to repair, white-wash, colour-wash or paint the facade of any building in accordance with sub-section (1), it may by order require that the said work shall be carried out by the Local Development Authority itself or under its direction and may accordingly, also require the occupier to pay the cost of such work to the Local Development Authority.

(3) The cost of any work referred to in sub-section (2) shall be calculated on a 'no profit', 'no loss' basis, and in case of any dispute about the reasonableness of the amount required to be deposited, the same shall be decided by the State Government and subject thereto the order of the Local Development Authority shall be final and shall not be called in question in any Court.

(4) In case of non-payment by an occupier of the whole or part of the cost of any work referred to in sub-section (2), it shall, on the certificate of the Vice-Chairman, be recoverable from the occupier as arrears of land revenue.

Explanation.- In this section -

- (a) the expression 'arterial road' shall have the meaning assigned to it in the bye-laws;
- (b) the expression 'occupier', in relation to a building, means the person in actual occupation or use of the building, and

includes-

- (i) the owner (which expression shall include an agent or trustee or a receiver, sequestrate or manager appointed by a court, or a mortgagee with possession of the building) in occupation;
- (ii) the tenant who for the time being is paying or is liable to pay rent in respect thereof to the owner;
- (iii) the rent-free guarantee or licensee thereof;
- (iv) the person who is liable to pay to the owner damages for authorised use and occupation thereof.

79. Amendment of Plan.-(1) The Local Development Authority may make any amendment, in the master plan or the ¹[sectoral/zonal development plan] as it thinks fit, which may in its opinion do not effect important alterations in the character of the plan and which do not relate, to the extent of land uses or the standards of population density.

(2) The State Government may make amendments in the master plan or the ² [sectoral/zonal development plan] whether such amendments are of the nature specified in sub-section (1) or otherwise.

(3) Before making any amendments in the plan, the Local Development Authority, or as the case may be, the State Government shall publish a notice in at least one newspaper having circulation in the local development area inviting objections and suggestions from any person with respect to the proposed amendments, before such date as may be specified in the notice and shall consider all objections and suggestions that may be received by the Local Development Authority or the State Government.

(4) Every amendment made under this section shall be published in such manner as the Local Development Authority or the State Government, as the case may be may specify and the amendments shall come into operation either on the date of the first publication or on such other date as the Local Development Authority or the State Government, as the case may be, may fix.

(5) When the Local Development Authority makes, any amendments in the plan under sub-section (1) it shall report to the State

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

Government, the full particulars of such amendments within thirty days of the date on which such amendments come into operation.

(6) If any question arises whether the amendments proposed to be made by the Local Development Authority are amendments which affect important alterations in the character of the plan or whether they relate to the extent of land uses or the standards of population density, it shall be referred to the State Government whose decision thereon shall be final.

(7) Any reference to the master plan or the ¹[sectoral/zonal development plan] shall be construed as a reference to the master plan or the ²[sectoral/zonal development plan] as amended under this section.

80. Development of in the local developed area.- (1) After the declaration of any area as local development area under sub-section (1) of section 62, no development of land shall be undertaken or carried out or continued in that area by any person or body (including a department of Government) unless permission for such development has been obtained in writing from the Vice-Chairman in accordance with the provisions of this Chapter.

(2) After the coming into operation of any of the plans in any local development area no development shall be undertaken or carried out or continued in that area unless such development is in accordance with such plans.

(3) Notwithstanding anything contained in sub-sections (1) and (2), the following provisions shall apply in relation to development of land by any department of any State Government or the Central Government or any local authority,-

(a) when any such department or local authority intends to carry out any development of land it shall inform the Vice-Chairman in writing of its intention to do so, giving full particulars thereof including any plans and documents, at least 30 days before undertaking such development;

(b) in the case of a department of any State Government or the Central Government, if the Vice-Chairman has no objection he should inform such department of the same within three weeks from the date of receipt by it under clause (a) of the

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

department's intention, and if the Vice-Chairman does not make any objection within the said period the department shall be free to carry out the proposed development;

- (c) where the Vice-Chairman raises any objection to the proposed development on the ground that the development is not in conformity with any master plan or ¹ [sectoral/zonal development plan] prepared or intended to be prepared by it, or on any other ground, such department or the local authority, as the case may be, shall-
 - (i) either make necessary modifications in the proposal for development to meet the objection raised by the Vice-Chairman; or
 - (ii) submit the proposals for development together with the objections raised by the Vice-Chairman to the State Government for decision under clause (d);
- (d) the State Government, on receipt of proposals for development together with the objections of the Vice-Chairman, may either approve the proposal with or without modifications or direct the Department or the local authority, as the case may be, to make such modifications as proposed by the Government, and the decisions of the State Government shall be final ; (e) the development of any land begun by any such Department or subject to the provisions of section 84 by any such local authority before the declaration referred to in sub-section (1) may be completed by that department or local authority in compliance with the requirements of sub-sections (1) and (2).

81. Application for permission.- (1) Every person or body (other than any department of Government or any local authority) whose site is situated in any sector developed by Local Development Authority or in any Colony approved under any other Act of the State or for which permission of change of land use has been granted by the Government, desiring to obtain the permission referred to in section 80 shall make an application in writing to the Vice -Chairman in such form and containing such particulars in respect of the development to which the application relates as may be prescribed by bye-laws.

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

(2) Every application under sub-section (1) shall be accompanied by such fee as may be prescribed by rules.

(3) On the receipt of an application for permission under sub-section (1), the Vice-Chairman after making such enquiry as he considers necessary in relation to any matter specified in clause (d) of sub-section (2) of section 74 or in relation to any other matter, shall by order in writing either grant the permission, subject to such conditions, if any, as may be specified in the order or refuse to grant such permission:

Provided that such a permission will not entitle the person to change the use of land unless the said permission has been granted by the State Government under sub-section (1) of section 82 of the site allotted/transferred by the Local Development Authority under section 84 :

Provided further that before making an order refusing such permission, the applicant shall be given a reasonable opportunity to show cause why the permission should not be refused:

Provided further that the Vice-Chairman may before, passing any order on such application give an opportunity to the applicant to make any correction therein or to supply any further particulars of document or to make good any deficiency in the requisite fee with a view to bringing it in conformity with the relevant rules or regulations or bye-laws.

(4) Where permission is refused, the grounds of such refusal shall be recorded in writing and communicated to the applicant.

(5) Any person aggrieved by an order under sub-section (4) may appeal to the Chairman against that order within thirty days from the communication thereof and may after giving an opportunity of hearing to the appellant and, if necessary, also to the representative of the Vice-Chairman either dismiss the appeal or direct the Vice-Chairman to grant the permission applied for with such modifications, or subject to such conditions, if any, as may be specified.

(6) The Vice-Chairman shall keep in such form as may be prescribed by regulations & register of applications for permission under this section.

(7) The said register shall contain such particulars, including information as to the manner in which applications for permission have been dealt with, as may be prescribed by regulations, and shall be available for inspection by any member of the public at all reasonable

85. Transfer of assets, liabilities, powers etc. to Local Development Authority.- (1) As from the date of the constitution of a Local Development Authority under sub-section (3) of section 62, the powers and functions of Haryana ¹ [Shehri Vikas Pradhikaran] shall stand transferred to Local Development Authority in respect of the local Development area for which it is constituted.

(2) Notwithstanding the provisions of sub-section (1),-

- (a) anything done or any action taken including any notification; order, scheme, permission or rule made, granted or issued by the Government or the Haryana ² [Shehri Vikas Pradhikaran] shall, so far it is not inconsistent with the provisions of this Chapter, continue in force and be deemed to have been done or taken by the Local Development Authority unless and until it is superseded by anything done or any action taken under this Chapter;
- (b) all property movable and immovable and all interests of whatsoever nature and kind therein vested in the Haryana ³ [Shehri Vikas Pradhikaran] and situated in the local development area before the constitution of the Local Development Authority under sub-section (3) of section 62 shall vest in the Local Development Authority;
- (c) all debts, obligations and liabilities incurred, all contracts entered into and all matters and things engaged to be done by the Haryana ⁴ [Shehri Vikas Pradhikaran] before the constitution of the Local Development Authority, shall be deemed to have been incurred, entered into or engaged to be done by, with or for the Local Development Authority;
- (d) all fees and other sums of money due to the Haryana ⁵ [Shehri Vikas Pradhikaran] immediately before the constitution of the Local Development Authority shall be deemed to be due to the Local Development Authority;
- (e) all suits, prosecutions and other legal proceedings instituted or which might have been instituted by, for or against Haryana

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

85. Transfer of assets, liabilities, powers etc. to Local Development Authority.- (1) As from the date of the constitution of a Local Development Authority under sub-section (3) of section 62, the powers and functions of Haryana ¹ [Shehri Vikas Pradhikaran] shall stand transferred to Local Development Authority in respect of the local Development area for which it is constituted.

(2) Notwithstanding the provisions of sub-section (1),-

- (a) anything done or any action taken including any notification; order, scheme, permission or rule made, granted or issued by the Government or the Haryana ² [Shehri Vikas Pradhikaran] shall, so far it is not inconsistent with the provisions of this Chapter, continue in force and be deemed to have been done or taken by the Local Development Authority unless and until it is superseded by anything done or any action taken under this Chapter;
- (b) all property movable and immovable and all interests of whatsoever nature and kind therein vested in the Haryana ³ [Shehri Vikas Pradhikaran] and situated in the local development area before the constitution of the Local Development Authority under sub-section (3) of section 62 shall vest in the Local Development Authority;
- (c) all debts, obligations and liabilities incurred, all contracts entered into and all matters and things engaged to be done by the Haryana ⁴ [Shehri Vikas Pradhikaran] before the constitution of the Local Development Authority, shall be deemed to have been incurred, entered into or engaged to be done by, with or for the Local Development Authority;
- (d) all fees and other sums of money due to the Haryana ⁵ [Shehri Vikas Pradhikaran] immediately before the constitution of the Local Development Authority shall be deemed to be due to the Local Development Authority;
- (e) all suits, prosecutions and other legal proceedings instituted or which might have been instituted by, for or against Haryana

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 28 of 2019.

⁴ Substituted vide Haryana Act No. 28 of 2019.

⁵ Substituted vide Haryana Act No. 28 of 2019.

¹[Shehri Vikas Pradhikaran] in respect of the local development area may be continued or instituted by, for or against the concerned Local Development Authority.

(3) All land acquisition proceedings initiated by the Government on behalf of Haryana ²[Shehri Vikas Pradhikaran] or otherwise in respect of local development area, shall continue to be in force and shall be deemed to have been done on behalf of and for the Local Development Authority concerned.

(4) ³[(a) From the date of the constitution of a Local Development Authority for a local development area, falling within the jurisdiction of Municipal Corporation and the controlled area declared under the erstwhile Faridabad Complex (Regulation and Development) Act, 1971 (42 of 1971) or under the Haryana Municipal Corporation Act, 1994 (16 of 1994), the Commissioner Municipal Corporation shall cease to exercise powers under the provisions of section 346 to 349 of the Haryana Municipal Corporation Act, 1994 (16 of 1994), and all acts done by the Chief Administrator Faridabad Complex Administration or the Commissioner, Municipal Corporation shall be deemed to have been done by the Vice-Chairman of the Local Development Authority.

(b) All development charges and other related sums of money in respect of the local development area, due from any person to the ⁴[Municipal Corporation] shall be deemed to be due to the Local Development Authority.

(5) Immediately after the constitution of a Local Development Authority, a ⁵[municipal committee/council] in local development area shall cease to exercise any power under the provisions of sections 172 to 181 184 to 186,188,193, 198, 201 to 211 and 218 to 220, of the Haryana Municipal Act, 1973, and the powers under the aforesaid sections shall be exercised by the Local Development Authority; and further, that all acts done by the '[municipal committee/council] in respect thereof shall be deemed to have been done by the Vice-Chairman of a Local Development Authority.

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

³ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

⁴ Substituted by Haryana Act No. 23 of 2004 for the word "Faridabad Complex Administration" dated 8.11.2004.

⁵ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

(6) The powers and functions vested with the Director, Town and Country Planning, under sections 7, 10 and 11 of the Haryana Development and Regulations of Urban Areas Act, 1975 (Act 8 of 1975) shall be exercised by the Vice-Chairman of the Local Development Authority from the date of its constitution:

Note.- The urban area under section 2 of the said Act shall be deemed to be a local development area of the concerned Local Development Authority.

(7) All the powers and functions of the Director, Town and Country Planning under sections 3, 6, 9, 12, 13, 14, 15 and 16 of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (Act 41 of 1963) shall be exercised by the Vice-Chairman of the Local Development Authority from the date of the constitution of the Local Development Authority in respect of its local development area.

86. Nazul lands.- (1) The State Government may, by notification in the Official Gazette and upon such terms and conditions as may be agreed upon between the Government and the Local Development Authority, place at the disposal of the Local Development Authority all or any developed and undeveloped lands in the local development area vested in the State Government (known and hereinafter referred to as 'Nazul lands' for the purpose of development, in accordance with the provisions of this Chapter.

(2) After any nazul land has been placed at the disposal of the Local Development Authority under sub-section (1), no development of any such land shall be undertaken or carried out except by or under the control and supervision of the Local Development Authority.

(3) After any such nazul land has been developed by or under the control and supervision of the Local Development Authority it shall be dealt with by the Local Development Authority in accordance with the direction given by the State Government in that behalf.

(4) If any nazul land placed at the disposal of the Local Development Authority under sub-section (1) is required at any time thereafter by the State Government it may replace it at the disposal of the Government upon such terms and conditions, as may be agreed upon between the Government and the Local Development Authority.

87. Certain other penalties.- (1) Any person who whether at his own instance or at the instance of any other person or any body including a

department of Government undertakes or carries out development of any land in contravention of the master plan or ¹[sectoral/zonal development plan] or without the permission, approval or sanction referred to in section 80 or in contravention of any condition subject to which such permission, approval or sanction has been granted, shall be punishable with fine which may extend to ten thousand rupees, and in the case of continuing offence, with further fine which may extend to five hundred rupees for every day during which such commission of the offence continues after conviction for the first commission of the offence.

(2) Any person who uses any land or building in contravention of the provisions of section 82 or in contravention of any terms and conditions prescribed by regulation shall be punishable with fine which may extend to five thousand rupees and in the case of a continuing offence, with further fine which may extend to two hundred and fifty rupees for every day during which such commission of the offence continues after conviction for the first commission of the offence.

(3) Any person who obstructs the entry of a person authorised by the Vice-Chairman to enter into or upon any land or building or molests such person after such entry shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

88. Order of demolition of building.—(1) Where any development has been commenced or is being carried on or has been completed in contravention of the master plan or ²[sectoral/zonal development plan] or without the permission, approval or sanction referred to in section 80 or contravention of any conditions subject to which such permission, approval or sanction has been granted, in relation to the local development area, then without prejudice to the provisions of section 86 the Vice-Chairman or any officer of the local Development Authority empowered by him in that behalf may make an order directing that such development shall be removed by demolition, filling or otherwise by the owner thereof or by the person at whose instance development has been commenced or is being carried out or has been completed, within such period not being less than fifteen days and more than forty days from the date on which a copy of the order of removal, with a brief statement of the reasons therefore, has been delivered to the owner or that person as

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

² Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004.

may be specified in the order and on his failure to comply with the order, the Vice-Chairman or such officer may remove or cause to be removed the development and the expenses of such removal as certified by the Vice-Chairman or such officer shall be recoverable from the owner or the person at whose instance the development was commenced or was being carried out or was completed as arrears of land revenue:

Provided that no such order shall be made unless the owner or the person concerned has been given a reasonable opportunity to show cause why the order should not be made.

(2) Any person aggrieved by an order under sub-section (1) may appeal to the Chairman against that order within thirty days from the date thereof and the Chairman may after hearing the parties to the appeal either allow or dismiss the appeal or may reverse or vary any part of the order.

(3) The Chairman may stay the execution of an order against which an appeal has been filed before it under sub-section (2).

(4) The decision of the Chairman on the appeal and subject only to such decision, the order under sub-section (1), shall be final and shall not be questioned in any Court.

(5) The provisions of this section shall be in addition to, not in derogation of, any other provisions relating to demolition of building contained in any other law for the time being in force.

89. Power to stop development.—(1) Where any development in a local development area has been commenced or continued in contravention of the roaster plan or ¹[sectoral/zonal development plan] or without the permission, approval or sanction referred to in section 80 or in contravention of any conditions subject to which such permission, approval or sanction has been granted then, without prejudice to the provisions of sections 87 and 88, the Vice-Chairman of the Local Development Authority or any officer of the Local Development Authority empowered by him in that behalf, may make an order requiring the development to be discontinued, on and from the date of the service of the order, and such order shall be complied with accordingly.

(2) Where such development is not discontinued in pursuance of the order under sub-section (1), the Vice-Chairman or the said officer of

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

the Local Development Authority may require any police officer to remove the person by whom the development has been commenced and all his assistants and workmen from the place of development within such time as may be specified in the requisition, and such police officer shall comply with the requisition accordingly.

(3) After the requisite under sub-section (2) has been complied with the Vice-Chairman of the Local Development Authority may depute by a written order a police officer or an officer or employee of the Local Development Authority to watch the place in order to ensure that the development is not continued.

(4) Any person failing to comply with an order under sub-section (1) shall be punishable with a fine which may extend to two hundred rupees for every day during which the non-compliance continues after the service of the order.

(5) No compensation shall be claimable by any person for any damage which he may sustain in consequence of the removal of any development under section 87 or the discontinuance of the development under this section.

(6) The provisions of this section shall be in addition to and not in derogation of, any other provision relating to stoppage of building operations contained in any other law for the time being in force.

90. Conferment of other powers on the Local Development Authority.- After a master plan or ¹[sectoral/zonal development plan] has come into operation under section 78, the Local Development Authority or its Vice-Chairman shall exercise such other powers and functions exercisable by the local authority concerned or its Chief Executive Officer, as the case may be, under the enactment constituting that local authority, subject to such exceptions or modifications, as the State Government may by notification, in the Official Gazette specify.

91. Power to provide amenity or carry out development at cost of owner in the event of his default and to levy cess in certain cases.- (1) If the Local Development Authority, after holding a local inquiry or upon report from any of its officers or other information in its possession, is satisfied that any amenity in relation to any land in local development area has not been provided which in the opinion of the Local Development Authority ought to have been or ought to be provided or that any development of

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

the land for which permission, approval or sanction has been obtained under this Chapter or under any law in force before the coming into force of this chapter has not been carried out. It, may, after affording the owner of the land or the person providing or responsible for providing the amenity a reasonable opportunity to show cause, by order require him to provide the amenity or carry out the development within such time as may be specified in the order.

(2) If any amenity is not provided or any such development is not carried out within the time specified in the order, then the Local Development Authority may itself provide the amenity or carry out the development or have it provided or carried out through such, agency as it deems fit:

Provided that before taking any action under this sub-section, the Local Development Authority shall afford a reasonable opportunity to the owner of the land or to the person providing or responsible for providing the amenity to show cause as to why such action should not be taken.

(3) All expenses incurred by the Local Development Authority or the agency employed by it in providing the amenity or carrying out the development together with interest at such rate as the State Government may by order fix from the date when a demand for the expenses is made until payment may be recovered by the Local Development Authority from the owner or the person providing or responsible for providing the amenity as arrears of land revenue.

(4) Notwithstanding anything contained in the foregoing sub-sections where the Local Development Authority on the written representation by so many of the owners of and any land in development area as may represent not less than one-half of the area, of that land, is satisfied that any amenity in relation to such land has not been provided which in the opinion of the Local Development Authority ought to have been or ought to be provided, or that any development of that land for which permission, approval or sanction has been obtained under this chapter or under any law in force before the commencement of this Chapter has not been carried out, it may itself provide the amenity or carry out the development or have it provided or carried out through such agency as it deems fit, and recover the expenses by levy of cess from all the owners of the said land:

Provided that if the owners making the said representation contend that the amenity had been agreed to be provided or the

development had been agreed to be carried out by a coloniser or co-operative housing society through or from whom the land was acquired by them, they shall file with the Local Development Authority a copy of such agreement or of the deed of transfer or of the bye-laws of the society incorporating such agreement, and no action shall be taken by the Local Development Authority under this sub-section unless notice has been given to the coloniser or the society, as the case may be, to show-cause why such action should not be taken:

Provided further that where the Local Development Authority is satisfied that the coloniser or the society has become defunct or is not traceable, no notice under the preceding proviso need be issued.

(5) The cess referred to in sub-section (4) shall be equivalent to the expenses incurred by the Local Development Authority or the agency employed by it in providing the amenity or carrying out the development, together with interest at such rate as the State Government may by order fix, from the date of completion of the work until payment, and shall be assessed and levied on all the owners of the land in proportion to the respective areas of land owned by them.

(6) The said cess shall be payable in such number of installments, and each installment shall be payable at such time and in such manner, as the Local Development Authority may fix, and arrear of cess shall be recoverable as arrears of land revenue.

(7) The expenses incurred by the Local Development Authority or the agency employed by it under this section shall be certified by the Local Development Authority, and such certificate, as also the assessment of the cess, if any, under sub-section (5) shall be final.

(8) If under any agreement between the owners of the land, the coloniser or the society referred to in sub-section (4) the responsibility for providing the amenity or carrying out the development rested with such coloniser or society, the cess payable under that sub-section by the owners shall be recoverable by them from the coloniser or the society, as the case may be.

92. Power of Local Development Authority to require local authority to assume responsibilities in certain cases.- (1) Where any area has been developed by the Local Development Authority, it may require the local authority within whose local limits the area so developed is situated, to assume responsibility for the maintenance of the amenities which have been provided in the area by the Local Development Authority and for the

provisions of the amenities which have not been provided by the Local Development Authority but which in its opinion should be provided in the area, on terms and conditions agreed upon between the Local Development Authority and local authority, and where such terms and conditions cannot be agreed upon, then on a reference of the matter to the State Government by the Local Development Authority on terms and conditions settled by the Government in consultation with the local authority.

(2) The transfer of a developed area shall take effect immediately after five years after completion of development works or as may be decided by the Local Development Authority and it shall be obligatory on the part of local authority to take over the area under sub-section (1) above.

(3) If the local authority recovers taxes from such an area prior to the period of five years, the transfer shall take effect from the date of recovery of taxes.

93. Power of Local Development Authority to levy betterment charges.-
(1) Where in the opinion of the Local Development Authority, as a consequence of any development scheme having been executed by it in any local development area, the value of any property in that area which has benefited by the development, has increased or will increase, the Local Development Authority shall be entitled to levy upon the owner of the property or any person having an interest therein a betterment charge in respect of the increase in value of the property resulting from the execution of the development :

Provided that no betterment charge shall be levied in respect of lands owned by the Government:

Provided further that where any land belonging to the Government has been granted by way of lease or licence by the Government to any person, than that land and any building situated thereon shall be subject to a betterment charge under this section.

(2) Such betterment charge shall be an amount -

- (i) in respect of any property situated in the township or colony, if any, developed or in other area developed or re-developed, equal to one-third of the amount, and
- (ii) in respect of property situated outside such township, colony or other area, as aforesaid, not exceeding one-third of the

amount, by which the value of the property on the completion of the execution of the development scheme, estimated as if the property were clear of buildings, exceeds the value of the property prior to such execution, estimated in the manner.

94. Assessment of betterment charges by Local Development Authority-

(1) When it appears to the Vice-Chairman that any particular development scheme is sufficiently advanced to enable the amount of the betterment charge to be determined the Vice-Chairman may, by an order made in that behalf, declare that for the purpose of determining the betterment charge the execution of the scheme shall be deemed to have been completed and shall thereupon give notice in writing to the owner of the property or any person having an interest therein that the Vice-Chairman proposes to assess the amount of the betterment charge in respect of the property under section 93.

(2) The Vice-Chairman shall then assess the amount of betterment charge payable by the person concerned after giving such person an opportunity to be heard and such person shall, within three months from the date of receipt of the notice in writing of such assessment from the Vice-Chairman inform the Vice-Chairman by a declaration in writing that he accepts the assessment or dissents from it.

(3) When the assessment proposed by the Vice-Chairman is accepted by the person concerned within the period specified in sub-section (2), such assessment shall be final.

(4) If the person concerned dissents from the assessment or fails to give the Vice-Chairman the information required by sub-section (2) within the period specified therein, the matter shall be determined by the Chairman and such determination shall not be questioned in any Court.

95. Finality of decision.- Subject to the control of the State Government every decision of the Chairman on appeal, and subject only to any decision on appeal (if it lies and is preferred), the order of the Vice-Chairman or other officer under section 81, or section 88, shall be final and shall not be questioned in any Court.

96. Payment betterment charges.- (1) The betterment charge levied under this Chapter shall be payable in such number of installments, and each installment shall be payable at such time and in such manner, as may be fixed by bye-laws made in that behalf.

(2) Any arrears of betterment charges shall be recoverable as arrears of land revenue.

97. Additional stamp duty on certain transfers of property.—(1) The duty imposed by the Indian Stamp Act, 1899, on any deed of transfer of immovable property shall, in the case of an immovable property situated within a development area, be increased by two per cent on the amount or value of the consideration with reference to which the duty is calculated under the said Act:

Provided that the State Government may, by notification in the Official Gazette, enhance, the aforementioned percentage of the increase in the stamp duty upto five percent.

(2) All collection resulting from the said increase shall, after deduction of incidental expenses, if any, be allocated and paid by the State Government in its discretion either to the Local Development Authority alone or as the case may be, in such proportion as may from time to time be determined, in such manner and in accordance with such principles as the State Government may notify in the Official Gazette.

(3) For purpose of this section, section 27 of the Indian Stamp Act, 1899, shall be read as if it specifically required the particulars referred to therein to be separately set forth in respect of property within the Local Development Authority and property situated outside such area.

(4) For the purposes of this section, section 64 of the Indian Stamp Act, 1899 shall be so read and construed as if it referred to the Local Development Authority as well as to the State Government.

98. Toll for amenities.—The Local Development Authority shall be entitled to charge and collect, toll, for the use of approach roads and other amenities, at such rate and in such manner as may be notified by the State Government, from visitors, to such places of popular resort (including any ancient and historical monuments) within its local development area as may be so notified:

Provided that—

- (a) the rate of toll per visitor, shall not exceed rupees two;
- (b) the State Government may by notification, exempt any class or classes of visitors from the payment of the toll and may fix any day or days on which no toll shall be chargeable.

99. Recovery of money due to Local Development Authority.—Any money due to Local Development Authority on account of any fee or charges or from disposal of land, building or any other property, movable or immovable, by way of rent, premium, profit or hire-purchase

instalment, may, without, prejudice to the right of recovery by any other mode of recovery provided by or under this Chapter or any other law for the time being enforce be realised, as arrears of land revenue upon a certificate of the amount due sent by the Local Development Authority to the Collector.

100. Returns and inspections.- (1) The Local Development Authority shall furnish to the State Government such reports, returns and other informations as the Government may from time to time require.

(2) Without prejudice to the provisions of sub-section (1) the State Government or any officer authorised by the State Government in that behalf, may call reports, returns and other information from the Local Development Authority or the local authority concerned in regard to the implementation of the master plan.

(3) Any person authorised by the State Government or the officer referred to in sub-section (2) may enter into or upon any land with or without assistants or workmen for ascertaining whether the provisions of the master plan are being or have been implemented, or whether the development is being or has been carried out in accordance with such plan.

(4) No such entry shall be made except between the hours of sunrise and sunset and without giving reasonable notice to the occupier, or if there be no occupier, to the owner of the land or building.

101. Service of notice etc.- (1) All notices, orders and other documents required by this Chapter or any rule or regulation made thereunder to be served upon any person shall, save as otherwise provided in this Chapter or rule or regulation, be deemed to be duly served-

(a) where the person to be served is a company, if the document is addressed to the Secretary of the Company at its registered office or at its principal office or place of business and in either-

- (i) sent by registered post; or
- (ii) delivered at the registered office or at the principal office or place of business of the company;

(b) where the person to be served is a firm, if the document is addressed to the firm at its principal place of business, identifying it to the name or style under which its business is carried on and is either-

- (i) sent by registered post; or
- (ii) delivered at the said place of business;
- (c) where the person to be served is a public body or a corporation or society or other body if the document is addressed to the secretary, treasurer or other chief officer of that body, corporation or society at its principal office and is either-
 - (i) sent by registered post; or
 - (ii) delivered at that office;
- (d) in any other cases, if the document is addressed to the person to be served and-
 - (i) is given or tendered to him; or
 - (ii) if such person cannot be found, is affixed on some conspicuous part of his last known place of residence or business, if within the development area or is given or tendered to some adult member of his family or is affixed on some conspicuous part of land or building to which it relates; or
 - (iii) is sent by registered post to that person.

(2) Any document which is required or authorised to be served on the owner or occupier of any land or building may be addressed as 'the owner' or 'the occupier' as the case may be, of that land or building (naming that land or building) without further name or description, and shall be deemed to be duly served-

- (a) if the document so addressed is sent or delivered in accordance with clause (d) of sub-section (1); or
- (b) if the document so addressed or a copy thereof so addressed, is delivered to some person on the land or building or, where there is no person on the land or building to whom it can be delivered is affixed to some conspicuous part of the land or building.

(3) Where a document is served on a firm in accordance with clause (b) of sub-section (1), the document shall be deemed to be served on each partner of that firm.

(4) For the purpose of enabling any document to be served on the owner of any property the Secretary to the Local Development Authority, may by notice in writing require the occupier, if any, of the property, to state the name and address of the owner thereof.

(5) Where the person on whom a document is to be served is a minor, the service upon his guardian or any adult member of his family be deemed to be service upon the minority.

Explanation. - A servant is not a member of the family within the meaning of this section.

102. Public Notice how to be made known.- Every public notice given under this Chapter shall be in writing under the signature of the Secretary to the Local Development Authority and shall be widely made known in the locality to be affected thereof affixing copies thereof in conspicuous public places within the said locality, or by publishing the same by beat of drum or by advertisement in a newspaper having circulation in the locality or by two or more of these means, and by any other means that the Secretary may think fit.

103. Notice etc. to fix reasonable time.- Where any notice, order or other document issued or made under this Chapter or any rule or regulation made thereunder requires any thing to be done for the doing of which no time is fixed in this Chapter or regulation, the notice, order or other document shall specify a reasonable time for doing the same.

104. Saving.- Nothing in this Chapter shall apply to -

- (a) the carrying out of works for the maintenance, improvement or other alterations of any buildings, being works which affect only the interior of the building or which do not materially affect the external appearance of the building;
- (b) the carrying out by any local authority or by any department of Government of any works for the purpose of inspecting, repairing or renewing any drains, sewers, mains, pipes, cables or other apparatus including the breaking upon of any street or land for that purposes;
- (c) the operational construction including maintenance, development and new construction, by or on behalf of a department of the Central Government;
- (d) the erection of a building not being a dwelling house, if such building is required for the purposes subservient to agriculture;
- (e) the excavations including wells made in the ordinary course of agricultural operations; and
- (f) the construction of unmetalled road intended to give access to

land solely for agricultural purposes.

105. Power of the Government to exempt certain class of buildings, etc.- Notwithstanding anything contained in this Chapter the State Government may by notification in the official Gazette exempt, subject to such conditions and restrictions, if any, as may be specified in such notification, any land or building or class of lands or buildings from all or any of the provisions of this Chapter or rules or regulations made thereunder.

106. Plans to stand modified in certain cases.- (1) Where any land situated in the local development area is required by the master plan or a¹ [sectoral/zonal development plan] to be kept as an open space or inbuilt upon or is designated in any such plan as subject to compulsory acquisition, then, if at the expiration of ten years from the date of coming into operation of the plan under section 77 or where such land has been so required or designated by any amendment of such plan, from the date of coming into operation of such amendment, under sub-section (4) of section 79 the land is not compulsorily acquired the owner of the land may serve on the State Government a notice requiring his interest in the land to be so acquired.

(2) If the State Government fails to acquire such land within a period of six months from the date of the notice, the master plan, or, as the case may be, the [sectoral/zonal development plan] shall have effect, after the expiration of the said six months, as if that land were not required to be kept as an open space or inbuilt upon or were not designated as subject to compulsory acquisition.

107. Power to make rules for purposes of this Chapter.- (1) The State Government may by notification in the Official Gazette make rules for carrying out the purposes of this Chapter.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters namely:-

- (a) the levy of fee on a memorandum of appeal under sub-section (5) of section 81.
- (b) the procedure to be followed by the Chairman in the determination of betterment charge, and the powers that it shall have for that purposes;

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

(c) any other matter which has to be, or may be, prescribed by rules.

(3) All rules made under this Chapter shall, as soon as may be after these are made, be laid before the State Legislature, while it is in session for a total period of not less than ten days, extending in its one session or more than one successive sessions, and shall, unless some later date is appointed, take effect from the date of their publication in the Official Gazette subject to such modifications or annulments, as the State Legislature may, during the said period, agree to make.

108. Power to make regulations for purposes of this Chapter.—(1) The Local Development Authority may, with the previous or approval of the State Government, make regulations not inconsistent with this Chapter and the rules made thereunder, for the administration of the affairs of the Local Development Authority.

(2) In particular, and without prejudice to the generality of the foregoing power, such regulations may provide for all or any of the following matters, namely:—

- (a) the summoning and holding of meetings of the Local Development Authority, the time and place where such meetings are to be held, the conduct of business at such meetings and the number of members necessary to form a quorum thereat;
- (b) the powers and duties of the Chief Town Planner, Chief Engineer, Controller of Finance, Secretary, Estate Officer and Manager Estate of the Local Development Authority;
- (c) the salaries, allowances and conditions of service of the officers and employees;
- (d) the procedure for carrying out the functions of Local Development Authority under sections 73 to 82;
- (e) the form of register of application for permission and the particulars to be contained in such register;
- (f) the management of the property of Local Development Authority;
- (g) the fee to be paid on an application for permission under sub-section (1) of section 81;
- (h) the fee to be paid for inspection or obtaining copies of documents and maps;
- (i) any other matter which has to be or may be prescribed by

regulations,

(3) Until Local Development Authority is established for an area under this Chapter any regulation which may be made under sub-section (1) may be made by the State Government and any regulation so made may be altered or rescinded by the Local Development Authority concerned in exercise of its powers under sub-section (1).

109. Power to make bye-laws for the purposes of this Chapter.- The Local Development Authority may, with the previous approval of the State Government make bye-laws consistent with this Chapter and the rules made thereunder, for carrying out the purpose of this Chapter in respect of any matter affecting the general public and without prejudice to the generality of this power, such bye-laws may provide for-

- (a) the form in which any application for permission under sub-section (1) of section 81 shall be made and the particulars to be furnished in such applications;
- (b) the terms and conditions referred to in section 82 subject to which the user of lands and buildings in contravention of plans may be continued;
- (c) the grant of license to architects, town planner, engineers, surveyors, draftsmen for the preparation of building plans or water supply, the drainage and sewerage plans and the fees to be paid for the grant of such licences;
- (d) for so long as the ¹[sectoral/zonal development plans] are not prepared under section 74, the matter, specified in clause (d) of sub-section (2) of that section;
- (e) the definition of an arterial road and the colour scheme and other specifications according to which the facade of building abutting such road shall be repaired, white-washed, colour washed or painted under section 78;
- (f) any other matter which has to be or may be prescribed by bye-laws.

110. Contribution of Local Development Authority to State Exchequer.- The Local Development Authority shall deposit fifty percent of the sale proceeds of the plots, sites or developed land, sold through open auction in the State Exchequer in the manner as may be prescribed.

¹ Substituted vide Haryana Act No. 23 of 2004 dated 8.11.2004

111. Dissolution of Local Development Authority.- (1) Where the State Government is satisfied that the purposes for which the Local Development Authority was established under this Chapter have been substantially achieved so as to render the continued existence of the Local Development Authority or in the opinion of State Government it has become necessary to wind up an existing Local Development Authority, the Government may, by notification, in the Official Gazette declare that the Local Development Authority shall be dissolved with effect from such date as may be specified in the notification; and the Local Development Authority shall be deemed to be dissolved accordingly.

(2) From the said date-

- (a) all properties, funds and dues which are vested in, or realisable by the Local Development Authority shall vest in the State Government;
- (b) all nazul lands placed at the disposal of the Local Development Authority shall revert to the State Government;
- (c) all liabilities which are enforceable against the Local Development Authority shall be enforceable against the State Government; and
- (d) for the purpose of carrying out any development which has not been fully carried out by the Local Development Authority and for the purpose of realising properties, funds and dues referred to in clause (a) the functions of the Local Development Authority shall be discharged by the State Government.

112. Relationship of Haryana ¹[Shehri Vikas Pradhikaran] and Local Development Authority with the State Government.- (1) All references by the Local Development Authority to the State Government under this Chapter shall be routed through the Director, Town and Country Planning, Haryana.

(2) The State Government for all intents and purposes of this Chapter shall be the Government in the Department of Town and Country Planning.

(3) Immediately after the constitution of the Local Development Authority all staff of Haryana ²[Shehri Vikas Pradhikaran] service posted

¹ Substituted vide Haryana Act No. 28 of 2019.

² Substituted vide Haryana Act No. 28 of 2019.

in the Local Development area shall be deemed to be the staff, posted under the Local Development Authority under section 71 of this Chapter.]

¹THE HARYANA ²[SHEHRI VIKAS PRADHIKARAN] (CONDUCT OF MEETINGS) REGULATIONS, 1977

1. **Short title.**- These regulations shall be called the Haryana ²[Shehri Vikas Pradhikaran] (Conduct of Meetings) Regulations, 1977.
2. **Definitions.**- In these regulations unless there is anything repugnant in the subject or context-
 - (a) ³['Pradhikaran'] means the Haryana ²[Shehri Vikas Pradhikaran].
 - (b) 'Agenda' means the item of business proposed to be transacted at a Meeting.
 - (c) 'Chairman' means the Chairman of the *['Pradhikaran'] .
 - (d) 'Chief Administrator' means the Chief Administrator of the *['Pradhikaran'] .
 - (e) 'Member' means a member of the *['Pradhikaran'] .
 - (f) 'Minutes' means the record pf proceedings of a meeting of the *['Pradhikaran'] .
 - (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 *['Pradhikaran']/Committee whose presence is essential for the proper or valid transaction of business at a meeting.
 - (i) 'Secretary' means Secretary of the *['Pradhikaran'] .
3. **Holding of Meetings.**- The *['Pradhikaran'] 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

¹ See Haryana Govt. Gaz. Part III dated 7.6.1977.

² Words "Urban Development Authority" substituted vide Haryana Vikas Pradhikaran notification No. PRADHIKARAN-2022/1. Dated 7.9.22

³ * Substituted for the word 'Authority' vide ibid

¹['Pradhikaran'], 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 *['Pradhikaran'] shall normally be held at the head office of the *['Pradhikaran'] during office hours. The exact date, time and place of each meeting shall be fixed by the Secretary of the *['Pradhikaran'] with the prior approval of the Chairman.

6. Quorum.- The quorum for every meeting of the *['Pradhikaran'] 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(1).

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

¹ * Substituted for the word 'Authority' vide ibid

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 ¹['Pradhikaran'] 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 ¹['Pradhikaran'] 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

¹ * Substituted for the word 'Authority' vide ibid

to the ¹['Pradhikaran'].

13. Constitution of Committee.- The *['Pradhikaran'] 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 *['Pradhikaran'].-

- (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 *['Pradhikaran'] 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 *['Pradhikaran'] permitted by the Chairman shall attend the meeting and shall furnish or explain any information as may be asked by the *['Pradhikaran']. 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 *['Pradhikaran'];
- (ii) who has, in the opinion of the State Government so abused his position as a member as to render his continuance on the *['Pradhikaran'] detrimental to the interest of the *['Pradhikaran'].

¹ *Substituted for the word 'Authority' vide ibid

**1^{THE HARYANA} 2[SHEHRI VIKAS PRADHIKARAN]
(DISPOSAL OF LAND AND BUILDINGS) REGULATIONS,
1978**

*No. [Pradhikaran]-A-13/10084.- In exercise of powers conferred by Section 54 of the Haryana *["Shehri Vikas Pradhikaran"] Act, 1977 (Haryana Act No. 13 of 1977) and all other powers enabling it in this behalf, the Haryana *["Shehri Vikas Pradhikaran"], 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 *["Shehri Vikas Pradhikaran"] (Disposal of Land and Building) Regulations, 1978.
- 2. Definitions.-** In these regulations unless the context otherwise requires:-

- (a) "Act" means the Haryana *["Shehri Vikas Pradhikaran"] 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".

¹ See Haryana Govt. Gaz. Part I-B dated 27.7.1978

² *Substituted for the words "Urban Development Authority" by notification No. PRADHIKARAN-2022/2 dated 07.11.2022

80 THE HUDA (DISPOSAL OF LAND AND BUILDINGS) REGULATIONS, 1978

¹[(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 ²[Pradhikaran]) if the land or building is used for any of the following purposes:
 - (i) melting tallow, dressing raw hides, boiling bones, offal or blood;
 - (ii) as a soap house, oil boiling house, dyeing house or tannery;
 - (iii) as a brick-field, brick-kiln, charcoal-kiln, pottery on 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;

¹ Inserted vide HUDA notification No. 1019 dated 12.1.1999 published in Haryana Govt. Gaz. Part III dated 2.2.21999

² Substituted for the word 'authority' by notification ibid

- (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 ¹[Pradhikaran] 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 *[Pradhikaran] may dispose of any land belonging to it in developed or an undeveloped form;
- (b) any land or building of the *[Pradhikaran] may be disposed of by *[Pradhikaran] by way of sale or lease or exchange or by the creation of any easement right or privilege or otherwise;
- (c) the *[Pradhikaran] 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.

Comments

Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to - Scheme for allotment of sites by mode otherwise than public auction - Whether required to be published separately by way of regulations or can be culled down from the brochure - An opportunity was given to all

¹ * Substituted for the word 'authority' by notification ibid

eligible organizations to participate in the process of allotment on an application form, which contemplated information regarding the financial status, number of employees, requirement of site etc. - The brochure also contemplated that there will be a Selection Committee, which will short list the organizations - Therefore, the procedure adopted by the Authority is consistent with Article 14 of the Constitution of India - The scheme of allotment of institutional plots can be made out from the terms laid down in the brochure and that nothing more was required to be included in the brochure. We may state that it would have been advisable for the Authority to formalize the guidelines and/or terms of the sale published in the brochure by way of regulations - Such process would have avoided the number of cases filed in respect of the allotment of plots by the Authority. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others, C.W.P.No. 2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Regulations 3,5 and 6 - Haryana Urban Development Authority of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlvi), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to – Estoppels - None of the petitioners have disputed the process of allotment at any time before the allotment process was completed - The petitioners have not even submitted a representation disputing such allotment process, as advertised alleging the same to be violative of directions of the Hon'ble Supreme Court in New India Public School case – The petitioners have participated in the allotment process inasmuch as not only they applied, but also appeared before the Selection Committee -Having remained unsuccessful, the petitioners have invoked the jurisdiction of this Court alleging violation of the directions of the Hon'ble Supreme Court - Though the Court have found while that there is no violation of the directions of the Supreme Court, but even if it is assumed that there is violation of the directions of the Hon'ble Supreme Court in New India Public School case, the petitioners are estopped to dispute the allotment process by way of the writ petition. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

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 [Pradhikaran] shall be such as may be determined by the [Pradhikaran] 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 [Pradhikaran] from time to time.

(2) An extra 10% and 20% of the price/premium shall be payable for "preferential" and "Special preferential" plots respectively.

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 [Pradhikaran], 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 schedule bank situated at the local place of the Estate Officer concerned or any other such place as the Estate Officer may specify.

¹[(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 [Pradhikaran] in this behalf consider the applicant for allotment of a plot or building of the size applied for. The allotment may be on 'first come first served' basis or by draw of lots, as may be determined by the [Pradhikaran] and the successful applicant shall be sent allotment letter in form 'C' or 'C1' or 'C-R' by registered post or electronic mode; 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 an occupation, trade or business or for such other category of persons, Government Departments and Institutions, charitable institutions and other organizations of public welfare, as may be decided by the [Pradhikaran] 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.

¹ Substituted vide Haryana Govt. Gaz. Notification No. Auth. 142592 dated 9.11.2016, Published on 10.1.2017..

(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 [Pradhikaran] 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 [Pradhikaran] 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 [Pradhikaran] 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.

¹[(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 [Pradhikaran] 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.]

Comments

Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlvi), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to - Scheme for allotment of sites by mode otherwise than public auction -

¹ Added by Haryana Govt. Gaz. No. 2004/36129 dated 29.11.2004.

Whether required to be published separately by way of regulations or can be culled down from the brochure - An opportunity was given to all eligible organizations to participate in the process of allotment on an application form, which contemplated information regarding the financial status, number of employees, requirement of site etc. - The brochure also contemplated that there will be a Selection Committee, which will short list the organizations - Therefore, the procedure adopted by the Authority is consistent with Article 14 of the Constitution of India - The scheme of allotment of institutional plots can be made out from the terms laid down in the brochure and that nothing more was required to be included in the brochure. We may state that it would have been advisable for the Authority to formalize the guidelines and/or terms of the sale published in the brochure by way of regulations - Such process would have avoided the number of cases filed in respect of the allotment of plots by the Authority. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to – Estoppel - None of the petitioners have disputed the process of allotment at any time before the allotment process was completed - The petitioners have not even submitted a representation disputing such allotment process, as advertised alleging the same to be violative of directions of the Hon'ble Supreme Court in New India Public School case – The petitioners have participated in the allotment process inasmuch as not only they applied, but also appeared before the Selection Committee -Having remained unsuccessful, the petitioners have invoked the jurisdiction of this Court alleging violation of the directions of the Hon'ble Supreme Court - Though the Court have found while that there is no violation of the directions of the Supreme Court, but even if it is assumed that there is violation of the directions of the Hon'ble Supreme Court in New India Public School case, the petitioners are estopped to dispute the allotment process by way of the writ petition. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Regulation 5(3) – Plot allotment – Encroachment subsequent to delivery of possession – Possession delivered to the original allottee in 1998 free from all encumbrances – No provision in the HUDA Act, 1977 and the Regulations for redelivery of possession to the transferees –For the encroachment, if any, made after possession of the plot had been

delivered appellant held to be neither responsible nor the respondents could possibly accuse the appellant of deficiency in service in the matter of allotment of plot on the ground that some people had made encroachment on it. *Haryana Urban Development Authority vs. Viresh Sangwan and another, 2011(12) Scale 584: JT 2011 (13) SC 287: 2011(4) RCR (Civil) 935 (SC)*

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.

¹[(2) The payment shall be made by the highest bidder as per terms and conditions notified for e-auction failing which amount already deposited shall stand forfeited to the [Pradhikaran] and successful bidder shall have no claim to the Land or Building auctioned. The successful bidder shall be issued allotment letter in the format of 'CC-R', 'CC-B' and 'CC-G'].

Comments

Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to - Scheme for allotment of sites by mode otherwise than public auction - Whether required to be published separately by way of regulations or can be culled down from the brochure - An opportunity was given to all eligible organizations to participate in the process of allotment on an application form, which contemplated information regarding the financial status, number of employees, requirement of site etc. - The brochure also contemplated that there will be a Selection Committee, which will short list the organizations - Therefore, the procedure adopted by the Authority is consistent with Article 14 of the Constitution of India - The scheme of allotment of institutional plots can be made out from the terms laid down in the brochure and that nothing more was required to be included in the brochure. We may state that it would have been advisable for the Authority to formalize the guidelines and/or terms of the sale published in

¹ Substituted by Notification No. Auth. 83286 dated 20.5.2017, Published in HGG, May 30, 2017.

the brochure by way of regulations - Such process would have avoided the number of cases filed in respect of the allotment of plots by the Authority. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

Regulations 3,5 and 6 - Haryana Urban Development Authority (Erection of Building) Regulations, 1979, Regulation 2(xi),(xiii),(xvi), (xlii), (Li) – Disposal of land -Institutional plots – Allotment – Challenge as to – Estoppel - None of the petitioners have disputed the process of allotment at any time before the allotment process was completed - The petitioners have not even submitted a representation disputing such allotment process, as advertised alleging the same to be violative of directions of the Hon'ble Supreme Court in New India Public School case – The petitioners have participated in the allotment process inasmuch as not only they applied, but also appeared before the Selection Committee -Having remained unsuccessful, the petitioners have invoked the jurisdiction of this Court alleging violation of the directions of the Hon'ble Supreme Court - Though the Court have found while that there is no violation of the directions of the Supreme Court, but even if it is assumed that there is violation of the directions of the Hon'ble Supreme Court in New India Public School case, the petitioners are estopped to dispute the allotment process by way of the writ petition. (*Bareja Automobiles Pvt. Ltd. vs. State of Haryana and others C.W.P.No.2297 of 2007, Decided on August 17, 2012 Full Bench (P&H)*)

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 [Pradhikaran] 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 2-1/2% of the premium for the first 33 years which may be enhanced by the [Pradhikaran] to 3-3/4% 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 [Pradhikaran] 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 [Pradhikaran] from the due date up to the date of actual payment.

9. Deposit of unearned increase with the [Pradhikaran] .- 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 [Pradhikaran] 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 being 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 [Pradhikaran], 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 ¹(basic amenities within 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 the 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.

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:

²[Provided that no deed of any property allotted by the Pradhikaran shall be executed and registered by the Sub-Registrar or by any other competent authority authorized under the law, unless and until, no objection certificate against the property and permission to execute sale deed, is issued by the concerned Estate Officer or Competent authority.]

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 [:]³

¹[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 metre,

¹ Substituted for the word "development works in the area" by Haryana Govt. Gaz. No. 2004/25663 dated 19.7.2004.

² Proviso added by Haryana Vikas Pradhikaran Notification No. PRADHIKARAN-2022/9 dated 22.11.2022 and published in Haryana Govt. Gaz. DEC 6, 2022

³ Proviso added by HUDA notification No. 1019 dated 12.1.1999 and published in Haryana Govt. Gaz. Part III dated 2.2.1999 at page 14.

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
2. For Hisar, Rohtak, Bhiwani, Bahadurgarh, Sonepat, Rewari, Karnal, Panipat, Ambala, Kurukshetra, Yamunanagar/ Jagadhri Urban Estate	.. Rs. 0.30 lac.
3. For Hansi, Shahbad, Kaithal, Sirsa, Jind, Naraingarh and Dharuhera Urban Estates	.. Rs. 0.20 lacs

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.]

²[16-A. **Application to be made for rendering non-nuisance professional consultancy services.**- A person seeking permission from Estate Officer, Haryana [Shehri Vikas Pradhikaran] 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 [Shehri Vikas Pradhikaran] concerned.

16-B. Permission for rendering non-nuisance professional services.- The Estate Officer, Haryana [Shehri Vikas Pradhikaran] 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

¹ Proviso added by HUDA notification No. 1019 dated 12.1.1999 and published in Haryana Govt. Gaz. Part III dated 2.2.1999.page 14.

² Regulation 16A and 16B added vide HUDA notification No. 1019 dated 12.1.1999 and published in Haryana Govt. Gaz., Part III dated 2.2.1999 at page 14-15.

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.

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 to 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 [Pradhikaran] 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.

¹ Substituted vide Haryana Govt. Gaz. (Extra) Notification of HUDA No. 4958 dated 8.3.2000
² Substituted vide Notification dated 17.10.1979 published in Haryana Govt. Gaz. (Extra)

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 [Shehri Vikas Pradhikaran].

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 site(s) of 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.
.....

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 preferences 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 [Shehri Vikas Pradhikaran] Act, 1977 and in the Rules and Regulations applicable thereunder.

Yours faithfully,

Signature.....

Dated the.....19.....

Name.....

Address.....

*Strike out what is not applicable

Note: (1) No interest shall be payable on the money of the applicant for the period for which the same is lying with the [Pradhikaran].

(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 [Shehri Vikas Pradhikaran].

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) or 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 for the site(s)/Building(s) detailed in para 1 above as earnest money payable to the Estate Officer and drawn onBank 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 licence 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 to 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 or Capital issues for raising capital to be attached, if available).....		
(e) Time to be taken for completion of the project.....		

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- (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 requirement of electric power.

4. I/We agree to conform to and abide by the terms and conditions as contained in the Haryana [Shehri Vikas Pradhikaran] Act, 1977 and in the rules and regulations applicable thereunder.

Yours faithfully

Signature(s).....

Dated the

Name(s).....

Address(s).....

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 [Pradhikaran].

(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 [Shehri Vikas Pradhikaran].

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 [Shehri Vikas Pradhikaran] 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 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 Plot/ Urban Area	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 @ 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 [Pradhikaran] and you shall have no claim for damages.

5. In case you accept this allotment, please send your acceptance by registered post alongwith 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 alongwith your application form as earnest money, will constitute.....percent 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 inhalf 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 decided by the [Pradhikaran] 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 ²[basic amenities within 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 to 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 [Pradhikaran]. 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 [Pradhikaran] until the entire consideration money together with interest and other amount, if any, due to the [Pradhikaran] 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

¹ Added by Haryana Govt. Gaz. No. 2004/36129 dated 29.11.2004.

² Substituted for the word "development works in the area" by Haryana Govt. Gaz. No. 2004/25663 dated 19.7.2004.

the [Pradhikaran], 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 metres, 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 any land/building.]

15. You shall have to pay all general and local taxes, rates of 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 [Pradhikaran] if you want to make use of the same.

17. The [Pradhikaran] 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 the 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 [Pradhikaran] 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 [Pradhikaran] 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:

¹ Substituted vide Haryana Govt. Gaz. (Extra) notification dated 8.3.2000.

² Substituted vide Haryana Govt. Gaz. Part III notification dated 2.2.1999.

Provided that the allottee shall be entitled to receive from the [Pradhikaran] such payment for the occupation by the [Pradhikaran] 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 [Pradhikaran] and the allottee or failing which such agreement as shall be ascertained by reference to arbitration.

20. The [Pradhikaran] 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 [Pradhikaran] shall have full right, power and [Pradhikaran] 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 to 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 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 [Pradhikaran] 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 arbitration 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 ²[Shehri Vikas Pradhikaran]....., 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 [Shehri Vikas Pradhikaran]

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 or by auction only)

From

The Estate Officer,
Haryana [Shehri Vikas Pradhikaran].

To

.....
Memo No..... Dated.....

Subject: Allotment by sale of.....plot/building No.....
Sector..... at.....on free hold basis.

Please refer to your bid for the plot/building No..... in Sector
at.....

2. Your bid for the 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 [Shehri Vikas Pradhikaran] 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 Plot/ Urban Area	Building No.	Appr. dimension or description as notified	Area in sq. metres	Price of the plot/ building at the time of auction
---------------	-----------------------------	-----------------	--	--------------------------	--

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 [Pradhikaran], 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 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

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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 [Pradhikaran] 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 ²[basic amenities within 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 to 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, the Estate Officer shall proceed to take action for imposition of the penalty and resumption of plot in accordance with the provisions 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 [Pradhikaran] until the entire consideration money together with interest and other amount, if any, due to the [Pradhikaran] 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 [Pradhikaran], except with the prior permission of the competent authority.

³[11. 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.]

⁴[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

¹ Added by Haryana Govt. Gaz. No. 2004/36129 notification dated 29.11.2004.

² Substituted for the word "development works in the area" by Haryana Govt. Gaz. No. 2004/25663 notification dated 19.7.2004.

³ Substituted vide Haryana Govt. Gaz. (Extra) notification dated 8.3.2000

⁴ Substituted vide Haryana Govt. Gaz. Part III notification dated 2.2.1999.

extent of 25% of the built-up covered area of the building or 50 square metres, 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 any land/building.]

13. You shall have to pay all general and local taxes, rates of cesses imposed or assessed on the said land/building by the competent authority.

14. 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 [Pradhikaran] if you want to make use of the same.

15. The [Pradhikaran] 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 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.

17. The [Pradhikaran] 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 [Pradhikaran] 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 [Pradhikaran] such payment for the occupation by the [Pradhikaran] 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 [Pradhikaran] and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

18. The [Pradhikaran] 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.

19. The [Pradhikaran] shall have full right, power and [Pradhikaran] at all times to be 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 [Pradhikaran] 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 arbitration 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 [Shehri Vikas Pradhikaran].....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 [Shehri Vikas Pradhikaran]

Note: (i) Any change in address must be notified by registered A.D. post,

(ii) Strike out whichever is not applicable.

Registered

¹[HARYANA [Shehri Vikas Pradhikaran]]

Estate Officer, _____.

FORM "CC-R"

(See Regulation-6(2)

(Form of Allotment letter, for allotment made on free-hold basis – through e-auction for left out resident plots)

PHOTOGRAPH OF ALLOTTEE(S)

To

Memo No.: EO ()/

Dated _____

Subject: Allotment by sale of left out residential plots site/building No. _____ in Sector _____, Urban Estate _____ on free hold basis.

Please refer to your bid for site/building No. _____ in Sector _____ at _____ auctioned on as in where is basis.

2. Your bid for plot/building No. _____ in Sector _____ Urban Estate _____ 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 [Shehri Vikas Pradhikaran] Act,1977 (hereinafter referred to as the Act) and the Rules/Regulations/code/instructions/guidelines 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 Estate	Plot/building No.	Approximate dimension or description as notified at the time of auction	Area (In sq. mtr.)	Price (in Rs.)

¹ Forms 'CC-R', 'CC-B' and 'CC-G' annexed vide Notification No. Auth.8386 dated 20.5.2017, Published in H.G.G. May 30, 2017.

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3. The sum of Rs. _____/- deposited by you towards bid amount will be adjusted against the price of the plot/building.
4. Further you are requested to remit Rs. _____/- within 45 days (upto _____) from the date of auction, which together with the amount already paid by you, will constitute 25% of the total bid price of said plot/building. In case of failure to deposit the said amount within the above specified period, the allotment shall be cancelled and the 10% bid money deposited at the time of bid shall stand forfeited to the [Pradhikaran], against which you shall have no claim for damages.
5. Thereafter, remaining 75% amount of the total bid amount i.e. Rs. _____/- of the above plot/building shall be paid in lumpsum within 120 days from the date of auction without interest, failing which this allotment shall stand cancelled without any notice and 25% bid money deposited by you shall forfeited and you shall have no claim for the damages.
6. No separate notice will be sent for payment of the aforesaid payments.
7. All payments shall be made either through online mode on HUDA Website or off line mode through authorized Banks by generating challan from PPM on the HUDA website.
8. Wherever in case you surrender the site at any time within a period of 120 days from auction, the concerned Estate Officer, HUDA will refund the amount after deducting 10% of the total consideration money including interest and penalty if any due upto the date of application for such surrender. However, no interest shall be payable on such amount to be refunded.
9. The request for surrender has to be submitted online on the PPM module on HUDA Website by using the login id and password allotted by HUDA. Surrender by any other mode shall not be acceptable.
10. The possession of the site/plot shall be offered only after full bid amount has been paid to HUDA by you. In case possession of the plot is not offered within 30 days after deposit of full bid amount, HUDA will pay interest @ 5.5 % P.A. (or as may be fixed by [Pradhikaran] from time to time) on the amount deposited by you till the date of offer of possession. However such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.
11. However, if due to stay by the Court or litigation or any other circumstances beyond its control, HUDA is not able to offer possession of the plot/site within three months after deposit of full (100%) highest bid amount, the full amount deposited by you shall be refunded back you, will not have any claim, on this site/sites, or any other site/ sites.
12. In the event of breach of any condition, the concerned Estate Officer, HUDA may resume the site in accordance with the provisions of sector 17 of the HUDA Act, 1977 and the money deposited shall be refunded back after deducting 10% of the total consideration money, interest and other dues

payable upto the date of resumption. No interest shall be paid on such amount to be refunded.

13. Upon resumption, you will be free to remove the structure/debris/fixtures, if any, within a period of three months of resumption order at his own cost, failing which it shall be removed by the HUDA at your cost.

14. The site shall continue to belong to HUDA until the entire bid money together with interest and other amount due to HUDA on account of sale of site is paid and deed of conveyance in your favour is executed. You shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of the concerned Estate Officer, HUDA even after execution of Deed of Conveyance. You may however mortgage or create any right/interest on the site only to secure the loan amount against the plot towards payment of price including dues etc. of the plot but prior written permission of the concerned Estate Officer, HUDA shall be required.

15. On payment of 100% of the bid amount and interest, if any, etc., you shall get the deed of conveyance executed in your favour in the prescribed form and in such manner as may be directed by the concerned Estate Officer, HUDA. The deed of conveyance shall be executed within one year of making payment of full price of the plot/ building. However, in case of failure to so execute the conveyance deed in one year period specified herein, the conveyance deed shall be executable on the stamp duty on value of site calculated at the prevailing collector rates prevailing in the year of its execution or auction price whichever is higher. The charges for the registration and stamp duty will be paid by you.

16. The site shall not be used for any purpose other than that for which it has been allotted. No obnoxious activity shall be carried out on the site. However, as per HUDA Regulations, 1978 and policy issued there-under and amended from time to time, non nuisance professional consultancy services are permitted.

17. The site shall not be subdivided or fragmented under any circumstances. However, registration of independent floors is permitted as per policy.

18. 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.

19. You shall have to pay separately for any construction material, bricks, structures and compound wall etc. existing in your plot at the time of allotment of which compensation has been assessed and paid by the [Pradhikaran], if you want to make use of the same.

20. The [Pradhikaran] shall not be responsible for leveling of uneven sites and the sites are being auctioned on as is where is basis.

21. The conditions for erection of building on the auctioned site shall be governed by the zoning plan of the site and in accordance with the Haryana Building Code, 2016 as framed and amended from time to time. The building shall be erected after getting the plans approved from the respective Estate

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Officer, HUDA. You shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of the Estate Officer.

22. This allotment shall be at the old FAR existing prior to implementation of Haryana Building Code, 2016 and additional FAR permissible under Haryana Building Code, 2016, shall have to be purchased separately by the allottee on payment of charges as approved by the Gov., from time to time.

Plot Size	Max. permissible coverage on each floor	FAR		
		Now being allotted	Additional Purchasable	Total
Upto 3-Marla	66	1.65	0.33	1.98
4-Marla	66	1.65	0.33	1.98
6-Marla	66	1.45	0.53	1.98
8-Marla	66	1.45	0.53	1.98
10-marla	66	1.45	0.53	1.98
14-marla	60	1.30	0.50	1.80
1-kanal	60	1.20	0.60	1.80
2-kanal	60	1.00	0.80	1.80

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. The time limit is extendable by the Estate Officer, subject to payment of extension fee as fixed by HUDA from time to time, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it is liable to be forfeited in accordance with the provision of the Act. You shall not erect any building or make any alteration/ addition without prior permission of the Estate Officer.

24. The [Pradhikaran] reserves to itself all mines and mineral whatever 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 in such manner as the [Pradhikaran] 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 you shall be entitled to receive from the [Pradhikaran] such payment for the occupation by the [Pradhikaran] of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between you and the [Pradhikaran] or failing such agreement as shall be ascertained by reference to Arbitration.

25. The [Pradhikaran] may by its officers and servants at all reasonable times and in a reasonable manner after 24 hours in writing enter in or 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 rule/code/ regulations applicable under the said Act.

26. The [Pradhikaran] shall have full rights, power and [Pradhikaran] at all times to do through its officers or servant 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 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 [Pradhikaran] 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 disputes or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

Estate Officer

HUDA _____

Note.—

1. If the Allottee Appoints any attorney he/she shall submit the certified copy of the registered attorney along with photographs and signatures of the allottee and attorney duly attested by the magistrate within a week from the registration of the deed by Regd./A.D post or in person.
2. Any change in address must be intimated to this office within a week by registered A.D post or in person.
3. You are requested to submit affidavit of three specimen signatures and one stamp size photographs duly attested by the Executive Magistrate within a week for record of this office.
4. You are also requested to submit the Marital status of all the allottees i.e. Married/Unmarried/Single/ Widow. In case of widow, the date of death of spouse may be intimated.

Registered

HARYANA [Shehri Vikas Pradhikaran]

Estate Office, _____

FORM "CC-B"

(See Regulation-6 (2))

(Form of Allotment letter, for allotment made on free-hold basis - Through e-auction for booths/kiosks)

PHOTOGRAPH OF ALLOTTEE(S)

To

Memo No.: EO ()/

Dated _____

Subject.— Allotment by sale of Booths/kiosks site/building No. _____

Situated in sector _____ Urban Estate _____ on free hold basis.

Please refer to your bid for site/building No. _____ in Sector _____

Urban Estate _____ auctioned on as is where is basis.

2. Your bid for plot/building No. _____ in Sector on _____ Urban Estates. _____ 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 [Shehri Vikas Pradhikaran] Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations/Code/Instructions/guidelines 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 Estate	Plot/building NO.	Approximate dimension or description as notified at the time of auction	Area (In sq. mtr.)	Price (in Rs.)

3. The sum of Rs. _____ deposited by you towards 10% of bid amount will

be adjusted against the price of the plot/building.

4. Further you are requested to remit Rs. _____/- within 45 days i.e. (upto _____) from the date of auction, which together with the amount already paid by you, will constitute 40% of the total bid price of said plot/building. In case of failure to deposit the said amount within the above specified period, the allotment shall be cancelled and the 10% bid money deposited at the time of bid shall stand forfeited to the [Pradhikaran], against which you shall have no claim for damages.

5. Thereafter, remaining 60% amount of the total bid amount i.e. Rs. _____/- of the above plot/building shall be paid in lump sum within 60 days from the date of auction without interest or in 6 half yearly installments. First installment will fall due after expiry of 6 months from the date of issue of auction. Each installment would be recoverable together with interest @ 9% per annum the remaining amount as mentioned in clause No. 29 of this allotment letter. However, in case balance 60% amount of the total bid amount is paid in lump-sum within a period of 60 days from the date of auction, rebate of 5% in the total price will be allowed.

6. The possession of the plot/building is hereby offered to you which may be taken immediately after making payment of balance 30% amount as demanded in Sr. No. 4 above, as the development work; (basic amenities) within the area are already complete. Development works for this purpose shall mean provision of basic amenities i.e. road upto WBM level, water, electricity and sewerage.

7. No separate notice will be sent for payment of the aforesaid payments.

8. All the payments/installments shall be made either through online payment on HUDA Website or through off line mode through authorized Banks by generating challan from PPM System on the HUDA website. The payment of installment (s) by due date is mandatory. In case, payment of installment (s) is not made by the due date, then you shall be liable to pay interest on the delayed payments. At present, the interest on delayed payment of installment is @ 12% p.a. simple. In future you shall have to pay the interest, simple or compound and at such rate, on the delayed payment of installments as decided by the [Pradhikaran] from time to time irrespective of the fact whether the possession has been offered or not without the prejudice to the rights of [Pradhikaran] to take action u/s 17 of HUDA Act.

9. In case the installment is not paid by due date, the Estate Officer shall proceed to take action for imposition of penalty & resumption of plot in accordance with the provisions of section 17 of the Act.

10. Wherever in case you surrender the site at any time prior to construction, the concerned Estate Officer, HUDA will refund the amount after deducting 10% of the total consideration money including interest and penalty if any due upto the date of application for such surrender. However, no interest shall be payable on the refunded amount.

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11. The request for surrender has to be submitted online on the PPM system on HUDA Website by using the login id and password allotted by HUDA. Surrender by any other mode shall not be acceptable.

12. However, if due to stay by the Court or litigation or circumstances beyond its control, HUDA is not able to offer possession of the plot/site within three months after deposit of the entire bid amount and interest, the full amount deposited by you shall be refunded back with simple interest @ 5.5 % per annum to be calculated only on the bid amount paid by you. You will not have any claim, on this site/sites or any other alternate site-sites.

13. In the event of breach of any condition, the Estate Officer, HUDA may resume the site in accordance with the provisions of Section-17 of the Act and the money deposited shall be refunded back after forfeiting 10% of the total consideration money, interest and other dues payable upto the date of resumption. No interest will be paid on such amount to be refunded.

14. Upon resumption, you will be free to remove the structure/debris/fixtures, if any, within a period of three months of resumption order at your own cost, failing which it shall be removed by the HUDA at your cost.

15. The site shall continue to belong to HUDA on account of sale together with interest and other amount due to HUDA on account of sale of site is paid and deed of conveyance in your favour is executed. You shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of the concerned Estate Officer, HUDA even after execution of Deed of Conveyance. You may however mortgage or create any right/interest on the site only to secure the loan amount against the plot towards payment of price including dues etc. of the plot but prior written permission of the concerned Estate Officer, HUDA shall be required.

16. On payment of 100% of the bid amount and interest etc. you shall get the deed of conveyance executed in your favour in the prescribed form and in such manner as may be directed by the concerned Estate Officer, HUDA. The deed of conveyance shall be executed within one year of making payment of full price of the plot/building. However, in case of failure to so execute the conveyance deed in one year period specified herein, the conveyance deed shall be executable on the stamp duty on value of site calculated on the collector rates prevailing in the year of such execution or auction price whichever is higher. The charges for the registration and stamp duty will be paid by you.

17. The conditions for erection of building on the auctioned site shall be governed by the zoning plan of the site or 'Standard Design' of the site and in accordance with the Haryana Building Code, 2016 as framed and amended from time to time. The building shall be erected after getting and plans approved from the respective Estate Office, HUDA. You shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of the Estate Officer.

18. The coverage (passage/verandah) in front of the site of booth/kiosks shall not be allowed for any other purpose other than for the public passage.
19. 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 rule/regulations/code governing the erection of buildings. The time limit is extendable by the Estate Officer, subject to payment of extension fee as fixed by HUDA from time to time, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it is liable to be forfeited in accordance with the provision of the Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer.
20. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the competent authority. No obnoxious trade shall be carried out in or on any land/building.
21. The site shall not be subdivided or fragmented under any circumstances.
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, bricks, structures and compound wall etc. existing in your plot at the time of allotment of which compensation has been assessed and paid by the [Pradhikaran], if you want to make use of the same.
24. The [Pradhikaran] will not be responsible for leveling the uneven site as the site has been auctioned on 'As is where basis is'.
25. The [Pradhikaran] reserves to itself all mines and mineral whatever 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 in such manner as the [Pradhikaran] 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 [Pradhikaran] such payment for the occupation by the [Pradhikaran] of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between the allottee and the [Pradhikaran] or failing such agreement as shall be ascertained by reference to Arbitration.
26. The [Pradhikaran] may by its officers and servants at all reasonable times and in a reasonable manner after 24 hours in writing enter in or upon any part of the said land/building erected thereon for the purpose of ascertaining

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that the allottee has duly performed and observed the conditions to be observed under the rule/regulations applicable under the said Act.

27. The [Pradhikaran] shall have full rights, power and [Pradhikaran] at all times to do through its officers or servant 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 and any way relating thereto.

28. 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 [Pradhikaran] that he had to deal with the matter to which this allotment relates in the course of his duties as such Govt. servant or officer, as the case may be, he has expressed his views on all or any of the matters in disputes or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

29. Half yearly installments will fall due on _____ & _____ of every year. The details of half yearly installments are as under:-

Installment No.	Principal (in Rs.)	Possession offer Interest (in Rs.)	Total (in Rs.)
1.			
2.			
3.			
4.			
5.			
6.			

Estate Officer
HUDA _____

Note.—

1. If the Allottee Appoints any attorney he/she shall submit the certified copy of the registered attorney along with photographs and signatures of the allottee and attorney duly attested by the magistrate within a week from the registration of the deed by Regd./A/D post or in person.
2. Any change in address must be intimated to this office within a week by registered A/D POST OR IN PERSON.
3. You are requested to submit affidavit of three specimen signatures and one stamp size photographs duly attested by the Executive Magistrate within a week for record of this office.
4. You are also requested to submit the Marital status of all the allottees i.e. Married/Unmarried/Single/ Widow. In case of widow, the date of death of spouse may be intimated.

REGISTERED

HARYANA [Shehri Vikas Pradhikaran]

Estate Office,

FORM "CC-G"

(See Regulation-6 (2))

(Form of Allotment letter, for allotment made on free-hold basis through e-auction for preferential (GP/P/SP) residential/ institutional/commercial plots/building)

PHOTOGRAPH OF ALLOTTEE(S)

10

Memo No.: EO ()

Dated

Subject. — Allotment by sale of preferential (GP/P/SP) residential/institutional/commercial site/building No. at _____ on free hold basis.

Please refer to your bid for site/building No. _____ in Sector _____, Urban Estate, _____ auctioned on as is where is basis.

2. Your bid for plot/building No. _____ in Sector _____ Urban Estate, _____ 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 [Shehri Vikas Pradhikaran] Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations Code/instructions/guidelines 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 Estate	Plot/building No.	Approximate dimension or description as notified at the time of auction	Area (in sq. mtr.)	Price (in Rs.)

3. The sum of Rs. _____ deposited by you towards bid money will be adjusted against the plot/building.

4. Further you are requested to remit Rs. _____/- within 45 days

(upto _____) from the date of auction, which together with the amount already paid by you, will constitute 25% of the total bid price of said plot/building. In case of failure to deposit the said amount within the above specified period, the allotment shall be cancelled and the 10% bid money deposited at the time of bid shall stand forfeited to the [Pradhikaran], against which you shall have no claim for damages.

5. Thereafter, remaining 75% amount of the total bid amount i.e. Rs. _____/- of the above plot/building shall be paid in lump sum within 120 days (for residential plots) or 180 days (for other categories) from the date of auction without interest, failing which this allotment shall stand cancelled without any notice and 25% bid money deposited by you shall stand forfeited and you shall have no claim for the damages.

6. No separate notice will be sent for payment of the aforesaid payments.

7. All payments shall be made either online on HUDA Website or off line mode through authorized Banks by generating challan from the HUDA website.

8. Wherever an allottee surrenders the site at any time within a period of 120 days (for residential plot) or 180 days (for other categories) from the date of auction, the concerned Estate Officer, HUDA will refund the amount after deducting 10% of the total consideration money including interest and penalty if any due upto the date of application for such surrender. However, no interest shall be payable on such amount to be refunded.

9. The request for surrender has to be submitted online on the PPM system on HUDA Website by using the login id and password allotted by HUDA. Surrender by any other mode shall not be acceptable.

10. The possession of the site/plot shall be offered only after full bid amount has been paid to HUDA by you. In case possession of the plot is not offered within a period of 30 days after deposit of full bid amount ,HUDA will pay interest @ 5.5 % (or as may be fixed by [Pradhikaran] from time to time) on the amount deposited by you till the date of offer of possession. However, such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.

11. However, if due to stay by the Court or litigation or circumstances beyond its control, HUDA is not able to offer possession of the plot/site within three months after deposit of full (100%) bid amount, the full amount deposited by you shall be refunded back. You will not have any claim on this site/sites or any other alternate site/sites.

12. In the event of breach of any condition, the Estate Officer, HUDA may resume the site in accordance with the provisions of section 17 of the Act and the money deposited shall be refunded back after forfeiting 10% of the total consideration money, interest and other dues payable upto the date of resumption. No interest shall be paid on such amount to be refunded.

13. Upon resumption, you will be free to remove the structure/debris/fixtures, if any, within a period of three months of resumption

order at your own cost, failing which it shall be removed by the HUDA at your cost.

14. The site shall continue to belong to HUDA until the entire bid money together with interest and other amount due to HUDA on account of sale of site is paid and deed of conveyance in your favour is executed. You shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of the concerned Estate Officer, HUDA even after execution of Deed of Conveyance. You may however mortgage or create any right/interest on the site only to secure the loan amount against the plot towards payment of price including dues etc. of the plot but prior written permission of the concerned Estate Officer, HUDA shall be required.

15. On payment of 100% of the bid amount and interest, if any, etc., you shall get the deed of conveyance executed in your favour in the prescribed form and in such manner as may be directed by the concerned Estate Officer, HUDA. The deed of conveyance shall be executed within one year of making payment of full price of the plot/ building. However, in case of failure to so execute the conveyance deed in one year period specified herein, the conveyance deed shall be executable on the stamp duty on value of site calculated at the prevailing collector rates prevailing in the year of its execution or auction price whichever is higher. The charges for the registration and stamp duty will be paid by you.

16. The site shall not be used for any purpose other than that for which it has been allotted. No obnoxious activity shall be carried out on the site. However, as per HUDA Regulations, 1978 and policy issued there-under and amended from time to time, non nuisance professional consultancy services are permitted in case of residential plots only.

17. The site shall not be subdivided or fragmented under any circumstances. However, registration of independent floors is permitted as per policy in case of residential plots only.

18. 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.

19. You shall have to pay separately for any construction material, bricks, structures and compound wall etc. existing in your plot at the time of allotment of which compensation has been assessed and paid by the [Pradhikaran] , if you want to make use of the same.

20. The [Pradhikaran] will not be responsible for leveling sites as site has been auctioned on as is where is basis.

21. The conditions for erection of building on the auctioned site shall be governed by the zoning plan of the site and in case of commercial site also by 'Standard Design', in accordance with the Haryana Building Code, 2016 as framed and amended from time to time. The building shall be erected after getting the plans approved from the respective Estate Officer, HUDA. You shall not make any alterations/additions to the structure erected on the site without prior/explicit written permission of the Estate Officer.

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22. In case of commercial sites, the coverage (passage/verandah) in front of on the site of booths/shop cum-flats/shop cum-office etc. shall not be allowed for any other purpose other than the public passage.

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. The time limit is extendable by the Estate Officer, subject to payment of extension fee as fixed by HUDA from time to time, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it is liable to be forfeited in accordance with the provision of the Act. You shall not erect any building or make any alteration/ addition without prior permission of the Estate Officer.

24. The [Pradhikaran] reserves to itself all mines and mineral whatever 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 in such manner as the [Pradhikaran] 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 [Pradhikaran] such payment for the occupation by the [Pradhikaran] of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between the allottee and the [Pradhikaran] or failing such agreement as shall be ascertained by reference to Arbitration.

25. The [Pradhikaran] may by its officers and servants at all reasonable times and in a reasonable manner after 24 hours in writing enter in or 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 rule/code/regulations applicable under the said Act.

26. The [Pradhikaran] shall have full rights, power and [Pradhikaran] at all times to do through its officers or servant 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 and any way relating thereto.

27. 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 [Pradhikaran] that he had to deal with the matter to which this allotment relates in the course of his duties as such Govt. servant or officer, as the case may be, he has expressed his views on all or any of the matters in disputes or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

Estate Officer
HUDA

Note.—

1. If the Allottee Appoints any attorney he/she shall submit the certified copy of the registered attorney along with photographs and signatures of the allottee and attorney duly attested by the magistrate within a week from the registration of the deed by Regd/A/D post or in person.
2. Any change in address must be intimated to this office within a week by registered A/D post or in person.
3. You are requested to submit affidavit of three specimen signatures and one stamp size photographs duly attested by the Executive Magistrate within a week for record of this office.
4. You are also requested to submit the Marital status of all the allottees i.e. Married/Unmarried/Single/Widow. In case of widow, the date of death of spouse may be intimated.]

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 plots/buildings disposed of by allotment only).

From

The Estate Officer,

Haryana [Shehri Vikas Pradhikaran]

To

Memo No. _____ Dated _____

Subject: Allotment of..... plot/building No.....

Sector..... at on lease-hold basis

Please refer to your application for the all-time best 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, has been allotted to you on lease hold basis as per the following terms

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and conditions and subject to the provisions of the Haryana [Shehri Vikas Pradhikaran] 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. metres	Tentative premium of the plot building

3. The plot is preferential/special preferential one and an extra premium at rate of 10 percent/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 [Pradhikaran] and you shall have no claim for damages.

5. In case you accept this allotment, please send your acceptance by registered post alongwith 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 alongwith your application form as earnest money, will constitute..... percent 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 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 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 [Pradhikaran] 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 ²[basic amenities within the area.] In the case of building or undeveloped land the possession shall however, be delivered within 90 days from the date of this

¹ Added by Haryana Govt. Gaz. No. 2004/36129 Notification dated 29.11.2004.

² Substituted for the word "development works in the area" by Haryana Govt. Gaz. Notification No. 2004/25663 dated 19.7.2004.

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 [Pradhikaran]. 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 and conditions as the [Pradhikaran] 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.

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 [Pradhikaran], 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 percent 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 [Pradhikaran] 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 lessors right to 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 metres, 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 of 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 [Pradhikaran] if you want to make use of the same.

24. The [Pradhikaran] will not be responsible for levelling the uneven sites.

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 [Pradhikaran] reserves to itself 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

¹ Substituted vide Haryana Govt. Gaz. Part III notification dated 2.2.1999.

enjoying the same at all such times and in such manner as the [Pradhikaran] 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 [Pradhikaran] such payment for the occupation by the [Pradhikaran] 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 [Pradhikaran] and the allottee.

27. The [Pradhikaran] may be its officers and servants at all reasonable times and in reasonable manner after 24 hours notice in writing enter in and upon any part of the said 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 [Pradhikaran] shall have full right, power and [Pradhikaran] 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 [Shehri Vikas Pradhikaran]..... 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 [Shehri Vikas Pradhikaran],

Note: (i) Any change in address must be notified by registered A.D. post (ii) Strike out whichever is not applicable.

REGISTERED

¹[HARYANA [Shehri Vikas Pradhikaran],

FORM 'C-R'

(See Regulation-5(3))

(Form of allotment letter, for allotment made on free-hold basis. To be used for residential/institutional disposed of by allotment only)

From

The Estate Officer, _____

Haryana ²[Shehri Vikas Pradhikaran]

To

Memo No.:

Allotment Date:

Subject: Allotment of Plot No. _____ Category (_____ Marla) in Sector
_____ at Urban Estate _____ on free hold basis.1. Please refer to your application vide Registration Number _____ for
the allotment of a _____ plot in Sector _____ at Urban Estate
_____.2. Your application has been considered and a _____ plot 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 [Shehri Vikas
Pradhikaran] Act, 1977 (hereinafter referred to as the Act) and the
Rules/Regulations/instructions/guidelines/policies etc. applicable thereunder
and as amended from time to time. The approximate area of the plot and the
tentative price of the plot as given below are subject to adjustment in
accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in sq. mtr.	Rate Per Sq. mtr.	Tentative Price of plot in Rs.

3. The plot is preferential/special preferential one and an extra price @
10%/20% of the price mentioned in para 2 above is TRs. _____ which is
included in the above tentative price.4. You shall deposit amount of Rs. _____ at the authorized
bank and duly credited to HUDA account within a period of 30 days i.e. on or¹ Format of Form 'C-R' annexed vide Haryana Govt. Gaz. Notification No. Auth. 142592 dated 9.11.2016, Publish in Har. Govt. dated 10.1.2017.

before Dt. _____ from the date of issue of this allotment letter which together with an amount of X. paid by you along with your application form as earnest money, will constitute 25% of the total tentative price. Further, the balance amount i.e. Rs. _____ of the tentative price of the plot/building shall be paid in lump-sum without interest within 60 days i.e. on or before Dt. _____ from the date of issue of the allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall stand forfeited and you shall have no claim for the damages.

Note: No separate notice will be sent for payment of the aforesaid payments.

5. All payments shall be made either online payment on HUDA Website or off line mode through authorized Banks by generating challan from the HUDA website.

6. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development works in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @ 9% (or as may be fixed by [Pradhikaran] from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession. Development works for this purpose shall mean provision of basic amenities i.e. road upto WBM level, water, electricity and sewerage.

7. 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 Chief Administrator. The additional price determined shall be paid within 30 days of its demand.

8. In case of any default in payment of the due amount, 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.

9. In the event of breach of any other condition of transfer, the Estate Officer may resume the land/building in accordance with the provisions of Section 17 of the Act.

10. The Land/building shall continue to belong to the [Pradhikaran] until the entire consideration money together with interest and other amount, if any, due to the [Pradhikaran] on account of sale of such land/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 [Pradhikaran], except with the prior permission of the Competent authority.

11. On payment of 100% 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 on registration and stamp duty will be paid by you.

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

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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 Regulation 16 and amended from time to time. No obnoxious trade shall be carried out in or on any land/building.

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 [Pradhikaran], if you want to make use of the same.

15. The [Pradhikaran] will not be responsible for leveling the uneven sites.

16. (i) 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 by charging extension fees as per policy, 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.

(ii) You will have to take possession of the plot within a maximum period of three months of date of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

17. The [Pradhikaran] 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 [Pradhikaran] 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 building, construct lines and generally appropriate and use surface of the said site for the purpose of doing, all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained:

Provided that the allottee shall be entitled to receive from the [Pradhikaran] such payment for the occupation by the [Pradhikaran] 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 [Pradhikaran] and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

18. The [Pradhikaran] may by its 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/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

19. The [Pradhikaran] shall have full rights, power and [Pradhikaran] at all times to do through its officer 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, condition 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 there-with or in and 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 [Pradhikaran] 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.

21. The payment of tentative price/enhanced compensation as provided under clause 4 & 7 of this allotment letter, by due date, is mandatory. In case, payment of the tentative price /enhanced compensation is not made on due date, interest, simple or compound as decided by the [Pradhikaran] from time to time shall be chargeable on such delayed payments irrespective of the fact whether the possession has been offered or not. Presently rate of interest is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on such delayed payments as decided by the [Pradhikaran] from time to time. This is without prejudice to the rights of [Pradhikaran] to take action under Section 17 of the Act.

Notes: (i) The above allotment is also subject to condition that you will furnish affidavits as notified in the brochure for floatation of the scheme.

- (ii) Two latest Photographs and 3 specimen signature and affidavits duly attested by the Executive Magistrate may be submitted.
- (iii) Any change in address must be notified by registered A/D Post.
- (iv) Dispute if any regarding allotment related matters shall be settled within the jurisdiction of the Estate Office HUDA _____.
- (v) If Proof of Income/Affidavits/Certificates submitted by you are found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the [Pradhikaran] and you shall have no right to claim anything for the same.

Estate Officer,
HUDA _____.

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 or by auction only)

From

The Estate Officer,
Haryana [Shehri Vikas Pradhikaran].

To

.....
Memo No..... Dated.....

Subject-Allotment ofplot/building No.....

Sector..... aton lease hold basis.

Please refer to your bid for the plot/building No..... in sector..... at.....

2. Your bid for plot/building, No.....in Sectorat..... 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 [Shehri Vikas Pradhikaran] 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. metres	Premium of the 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 [Pradhikaran] 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 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 premium at.....% interest on the remaining amount. The interest shall, however, accrue from the date of offer of possession.

¹[(SA) 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 [Pradhikaran] 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 ²[basic amenities within 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 to 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 [Pradhikaran] may decide. In addition to the premium, you shall pay ground rent at the rate of 2-1/2% of the premium for the first 33 years, which may be enhanced to 3-3/4% 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 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 [Pradhikaran], except with the prior permission of the competent

¹ Substituted for the word "development works in the area" by Haryana Govt. Gaz. Notification No. 2004/25663 dated 19.7.2004

² Added by Haryana Govt. Gaz. Notification No. 2004/36129 dated 29.11.2004.

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 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 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 [Pradhikaran] 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 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[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 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 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 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 [Pradhikaran] if you want to make use of the same.

22. The [Pradhikaran] will not be responsible for levelling the 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

¹ Substituted vide Haryana Govt. Gaz. Part III Notification dated 2.2.1999.

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 [Pradhikaran] 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 [Pradhikaran] 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 [Pradhikaran] such payment for the occupation by the [Pradhikaran] 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 [Pradhikaran] and the allottee.

25. The [Pradhikaran] 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 said Act.

26. The [Pradhikaran] shall have full right, power and [Pradhikaran] 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 [Shehri Vikas Pradhikaran]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 [Shehri Vikas Pradhikaran]

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 theday of....., 20..... between the Haryana [Shehri Vikas Pradhikaran] 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;

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 [Shehri Vikas Pradhikaran] (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 the said land to the Vendee in manner hereinafter appearing; Strike out if not applicable

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;

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 convey unto the Transferee all the piece and parcel of the 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..... 20.....thereinafter called the said land). Applicable in case of sale by allotment only

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-

(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. Applicable in case of sale by allotment only.

¹[(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 in 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 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 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

¹ Substituted vide Notification dated 12.7.1982 and published in Haryana Govt. Gaz. Part III at page 215.

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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 be 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 [Pradhikaran] at all times to do through officers or servants, are 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;

¹[(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 the 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 metres, 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 rules/regulations made thereunder. In the event of resumption, it shall be lawful of 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 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 [Pradhikaran] that he had to deal with the matter to

¹ Substituted vide Haryana Govt. Gaz. Part III Notification dated 2.2.1999.

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 arbitration 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 [Pradhikaran]], as defined in clause (c) of Section 2 of the Act.

(b) The expression 'Estate Officer' shall mean a person appointed by the [Pradhikaran] 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 [Shehri Vikas Pradhikaran] 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 [Shehri Vikas Pradhikaran] in respect of such matter or thing;

(d) The expression 'Transferee' used in these presents shall include, in addition to the said....., his lawful heir, 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.....20.....

In the presence of Witness

1. Name..... Residence..... Occupation.....

2. Name..... Residence..... Occupation.....

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

(Signature)

Estate Officer

Signed for and on behalf of the Haryana [Shehri Vikas Pradhikaran] and setting under his authority at..... the.....day of.....20.....

In the presence of witnesses

1. Name..... Residence..... Occupation..... (Signature)

2. Name..... Residence..... 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.....20..... between the Haryana [Shehri Vikas Pradhikaran] through the Estate Officer (hereinafter called 'the Vendor') of the one part and Shri.....son of Shri....., 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;

And whereas the vendor has sanctioned the sale of the site and the building erected thereon to be Transferee for the sum of Rs.....(Rupees.....) 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 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; **Strike out if not applicable**

And whereas the Vendor had 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;

Now therefore, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenant 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 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

the piece and parcel of the site No.....area in square meters.....(square 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) Applicable in case of sale by allotment at the spot only.

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-

(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 conforms to the terms and conditions of sale. Applicable in case by allotment at spot the only,

(b) The Vendor shall have a first and paramount charge over the said building 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 expedient 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 the 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 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.

(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 [Shehri Vikas Pradhikaran] 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

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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 [Pradhikaran] 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 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.

¹[(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 the breach 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 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.

(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

¹ Substituted vide Haryana Govt. Gaz. Part III Notification dated 2.2.1999

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 or the [Pradhikaran], as defined in clause (c) of Section 2 of the Act.

(b) The expression 'Estate Officer' shall mean a person appointed by the [Pradhikaran] 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 ²[Shehri Vikas Pradhikaran] and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act to re-present the Haryana [Shehri Vikas Pradhikaran] in respect of such matter or thing;

(d) The expression 'Transferee' used in these presents shall include, in addition to the said....., his lawful heir, 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..... 20.....

In the presence of

Witness

1. Name..... Residence..... Occupation.....

[One of these witnesses must be a magistrate (with his court seal), if the deed is not executed before the estate officer]

(Signature)
Estate Officer

2. Name..... Residence..... Occupation.....

Signed for and on behalf of the Haryana [Shehri Vikas Pradhikaran] and setting under his authority.

at.....the day of..... 20.....

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 of20..... Two thousand).....between the Haryana [Shehri Vikas Pradhikaran] 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 'lessor') of the other part.

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 or 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.....). **Strike out if not applicable**

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); **Applicable in case of disposal by Allotment only**

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 WITNESSETH 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 the 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..... 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.....20.....

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 the 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% of the premium for the next 33 years of this lease and the rate of 3-3/4% 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.....two thousand..... 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, sewers 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 percent) of the unearned increase in the value of the land at the time the site is sold or transferred shall be payable to the [Pradhikaran] 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 officer 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 deducting 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 the 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 [Shehri Vikas Pradhikaran] 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.

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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 [Pradhikaran] 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 the.....day of.....
20.....

LESSOR

In the presence of witness :

1. Name..... Residence.....

One of these witness must be a magistrate (with his court seal)

2. Name..... Residence..... Occupation..... (Signatures)

Signed by the said.....

LESSEE

Lessee at.....on the.....day of.....20.....

If the deed is not executed before the Estate Officer

Note- Strike out whichever is not applicable.

FORM 'G'

[See Regulation 20]

Deed of lease of site and the Building erected thereon disposed by of
Allotment/Auction

THIS DEED made this.....day of.....20.....(two thousand) between the Haryana [Shehri Vikas Pradhikaran] 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.

WHEREAS the lessee has applied to the lessor, for the grant of a lease of the building, belonging to the lessor hereinafter described, and 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 lessee in the manner hereinafter appearing; **Strike out if not applicable**

AND WHEREAS the lessee has fixed the tentative premium of the said building disposed of allotment at..... (Rs.....only). **Strike out if not applicable**

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 Regulations); **Applicable in case of disposal by allotment only**

AND WHEREAS the lessee, disposed of land by allotment, has paid the tentative premium and agrees to pay the additional price in the manner only hereinafter appearing **Applicable in case of disposal by allotment**

NOW THIS DEED WITNESSTH 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 the 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 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..... 20.....

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 the 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 2-1/2% of the premium for the next 33 years of the lease and at the rate of 3-3/4% 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 the allotment letter namely, theday of two thousand 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 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 [Pradhikaran] 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 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 by 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 the answerable in all respects therefor.

(7) Whenever the right or interest or the lessee in the building transferred in any manner whatsoever, the transferor 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 devolution, give notice to 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 [Shehri Vikas Pradhikaran] 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

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anything whatsoever which in the opinion of the lessor may be a nuisance, annoyance, or disturbance to the lessor and persons living in the neighborhood.

(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 complied with.

(13) The lessee shall on the determination of this lease peaceably yield up the said building thereon unto the lessor.

(14) In the event of default in payment of ground rent, the lessee shall be proceeded against under Sections 16 and 18 of the Act. In case of 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 [Pradhikaran] 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.

¹[FORM 'H'

[See Regulation 16-A]

Application 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. Affidavit 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 [Shehri Vikas Pradhikaran]

¹ Forms 'H' and 'I' added vide Haryana Govt. Gaz. Part III Notification dated 2.2.1999.

FORM 'I'

[See Regulation 16-B]

From

The Estate Officer,
Haryana [Shehri Vikas Pradhikaran].

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 details 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 premise where mixed land is used permitted should accept any other condition such as restriction with respect to provision of parking, advertisement etc.

(6) Haryana [Shehri Vikas Pradhikaran] 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 [Shehri Vikas Pradhikaran] Act, 1977, rules and regulations framed thereunder.

(8) That the owner of buildings shall not further sublet/lease out the premise for which permission is being granted.

Estate Officer

Haryana [Shehri Vikas Pradhikaran]

THE HARYANA APARTMENT OWNERSHIP ACT, 1983

Haryana Act No. 10 of 1983

Received the assent of the Governor of Haryana on 26th September, 1983, and was published in the Haryana Gazette, (Extra), Legislative Supplement, Part I, dated September 28, 1983/Asvina 6, 1905

An Act to provide for the ownership of an individual apartment in a building and to make such apartment heritable and transferable property and matters connected therewith.

¹[STATEMENT OF OBJECTS AND REASONS

Housing is a basic human necessity and the quality of the house as well as of its environment plays an important role in the growth of individuals, both physically and mentally. One of the root cause, of the present day discontent and unrest in the working force as well as the students, in our society, is the lack of proper quality of life and the living environment in the settlements. The widening gap between the rising population and the housing stock added every year has gradually reached such a critical stage that the problem of providing proper shelter and desirable standard of living seems to be beyond solution. The efforts made by the Government as well as different agencies have not made much dent into the problem.

Haryana is predominantly an agricultural State, it is not advisable to use fertile lands more and more for housing purposes which ultimately will tell upon the production of food grains. It is essential that for solving the housing problem economy in the use of land as well as in the use of Capital Investment should be observed, for which Group Housing will have to be promoted. Therefore, for the promotion of Group Housing, it is necessary that the State should have some statute to control the building activities as well the ownership right.

Hence this Bill].

Be it enacted by the Legislature of the State of Haryana in the Thirty-fourth Year of the Republic of India as follows:-

¹ Statement of Objects and Reasons were published in Haryana Govt. Gaz. dated 7.9.1983

1. **Short title and commencement.**— (1) This Act may be called the Haryana Apartment Ownership Act, 1983.

(2) It extends to the whole of the State of Haryana.

¹[(3) This Act shall come into force in such areas and on such dates as the State Government may, by notification, appoint and different dates may be appointed for different areas.

2. ²[**Application of Act.**— The provisions of this Act shall apply to every apartment lawfully constructed for residential purposes, integrated commercial complexes, flatted factories, Information Technology Industrial Units, Cyber Park and Cyber City for the purpose of transfer of ownership of an individual apartment in a building whether constructed before or after the commencement of this Act. In case of licences issued under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after obtaining part completion/completion certificate under the rules framed under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), or occupation certificate under the rules framed under the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 (41 of 1963), whichever is earlier. In case of property/building falling in the area developed by the Haryana Urban Development Authority, the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after obtaining occupation certificate of the building under the regulations framed under the Haryana Urban Development Authority Act, 1977 (13 of 1977). In case of property/building where the owner has already obtained part completion/completion certificate or occupation certificate under the rules and regulations framed under the said Acts, the period of ninety days shall take effect from the commencement of this Act.

Explanation.— For the purpose of this section “Information Technology Industrial Units”, “Cyber Park” and “Cyber City” shall have the same meaning as assigned to them in the Zoning Regulations of Development Plans of various cities published under Section 5 of the Punjab Scheduled Roads and Controlled Areas Restrictions of Unregulated Development Act,

¹ The Act came into force by notification No. 17714 dated 10.11.1997, published in Haryana Gazette (Extra) dated 12.11.1997, w.e.f. 12.11.1997

² Substituted by Act No. 10 of 2002 and published in Haryana Govt. Gaz. dated 19th April, 2002.

1963 (41 of 1963")]

3. Definitions.- In this Act, unless the context otherwise requires.—

(a) ¹[“Apartment” means a part of the property, intended for any type of independent use, including building having one or more rooms with enclosed spaces located on one or more floors or any part or parts thereof, to be used for residence, office or for practicing any profession or for carrying on any occupation, trade, business or manufacturing or other uses relating to Information Technology or for such other type of independent use, as may be prescribed, with a direct exit to a public street, road or highway or to a common area leading to such street, road or highway and includes any garage or room (whether or not adjacent to the building in which such apartment is located) provided by the colonizer/owner of such property for use by the owner of such apartment for parking any vehicle or for the residence of any person employed in such apartment, as the case may be].

Explanation.- For the purpose of this clause as “colonizer” shall have the same meaning assigned under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975)];

(b) “apartment owner” means the person or persons owning an apartment and undivided interest in the common areas and facilities in the percentage specified and established in the declaration;

(c) “apartment number” means the number, letter combination thereof designating the apartment in the declaration;

(d) “association of apartment owners” means all the apartment owners acting as a group in accordance with the bye-laws and the declarations;

(e) “building” means a building containing five or more apartments or two or more buildings, each containing two or more apartments, with a total of five or more apartments for all such buildings and comprising a part of the property;

(f) “common areas and facilities” unless otherwise provided in the declaration or lawful amendments thereto, means-

¹ Clause (a) substituted by Act No. 10 of 2002 and published in Haryana Govt. Gaz. (Extra), April, 19, 2002.

- (i) the land on which the building is located;
- (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors lobbies, stairs, stair ways, fire escapes and entrances and exits of the building;
- (iii) the basements, cellars, yards, gardens, parking area and storage spaces;
- (iv) the premises for the lodging of janitors or persons employed for management of the property;
- (v) installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;
- (vi) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- (vii) such community and commercial facilities as may be provided for in the declaration; and
- (viii) all other parts of the property necessary or convenient to its existing maintenance and safety or normally in common use;

(g) "Common expenses" means-

- (i) all sums lawfully assessed against the apartment owners by the association of apartment owners;
- (ii) expenses of administration, maintenance, repair or replacement of the common areas and facilities;
- (iii) expenses agreed upon as common expenses by the association of apartment owners;
- (iv) expenses declared as common expenses by the provisions of this Act, or by the declaration or the bye-laws;

(h) "Common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses;

¹[(i) "Competent authority" means Chief Administrator, Haryana Urban Development Authority in respect of the area developed

¹ Clause (i) substituted vide Act No. 10 of 2002

by the said Authority constituted under sub-section (1) of section 3 of the Haryana Urban Development Authority Act, 1977 (13 of 1977) till maintenance of that area remains with the said Authority, Director, Urban Development Department, Haryana, in respect of the other area falling within the municipal limits and Director, Town and Country Planning Department, Haryana in respect of the other area falling outside the municipal limits and includes a person for the time being appointed by State Government, by the notification, to exercise and perform all or any of the powers and functions of the competent authority under this Act and the rules made thereunder;]

- ¹[(j) "Declaration" means the instrument to be executed and got registered in the prescribed form and includes the amended declaration;
- (jj) "Flatted factories" means a group of small industrial units located in multi-storeyed buildings sharing common services and facilities and having their undivided share in the land;
- (jjj) "Integrated commercial complex" means building(s) containing apartments sharing common services and facilities and having their undivided share in the land and meant to be used for office or for practicing any profession or for carrying on any occupation, trade, business or such other type of independent use as may be prescribed;}
- (k) "Joint family" means an undivided Hindu family and in the case of other persons, a group or unit, the members of which are by custom jointly in possession or residence;
- (l) "Limited common areas and facilities" means those common areas and facilities designated in the declaration and reserved for use of certain apartment or apartments to the exclusion of other apartments;
- (m) "Majority" or "majority of apartment owners" means the apartment owners with 51% or more of the votes in accordance with the percentage assigned in the declaration to the apartments for voting purposes;

¹ Clause (i) substituted vide Act No. 10 of 2002

- (n) "Person" includes a joint family;
- (o) "Prescribed" means prescribed by the rules made under this Act;
- (p) "Property" means the land, the building, all improvements and structures thereon, owned in free-hold or held on lease or as occupant under any law relating to land revenue and all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith [xxx]¹.

4. Status of apartments.- Each apartment together with its undivided interest in the common areas and facilities, appurtenant to such apartment, shall for all purposes constitute heritable and transferable immovable property within the meaning of any law for the time being in force in the State of Haryana.

5. Ownership of apartments.- (1) Each apartment owner shall be entitled to the exclusive ownership and possession of his apartment in accordance with the declaration.

(2) Each apartment owner shall execute a deed of apartment in relation to his apartment in the manner prescribed.

6. Common areas and facilities.- (1) Each apartment owner shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration. Such percentage shall be computed by taking as a basis the value of the apartments in relation to the value of the property; and such percentage shall reflect the limited common areas and facilities.

(2) The percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of all of the apartment owners and expressed in an amended declaration duly executed and registered as provided in this Act. The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument.

(3) The common areas and facilities shall remain undivided and no

¹ In Clause (p) the words "which have been or are intended to be submitted to the provisions of this Act" omitted by Act No. 10 of 2002.

apartment owner or any other person shall bring any action for partition or division or any part thereof unless the property has been removed from the provisions of this Act as provided in sections 14 and 22. Any covenant to the contrary shall be null and void.

(4) Each apartment owner may use the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.

(5) The necessary work of maintenance, repair and replacement of the common areas and facilities and the making of any addition of improvements thereto shall be carried out as provided herein and in the bye-laws.

(6) The association of apartment owners shall have the irrevocable right, to be exercised by the Manager or Board of Managers thereof, to have access to each apartment from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another apartment or apartments.

7. Compliance with covenants, by-laws.- Each apartment owner shall comply strictly with the bye-laws, regulations, covenants, conditions and restrictions, set forth in the declaration or in the deed of apartment. Failure to comply with any of the same shall be a ground for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Manager or Board or Managers on behalf of the association of apartment owners, or in a proper case by an aggrieved apartment owner.

8. Prohibition of certain works.- No apartment owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament or add any material structure or excavate any additional basement or cellar without the prior consent of other apartment owners.

9. Encumbrances against apartments. - (1) Subsequent to the recording of the declaration as provided in this Act and while the property remains subject to this Act, no encumbrance of any nature shall thereafter arise or be effective against the property. During such period, encumbrances may arise or be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment, in the same manner and under the same conditions in every

respect as encumbrances may arise or be created upon or against any other separate parcel of property subject to individual ownership:

Provided that, if during the period any encumbrance has arisen or been created against such apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment, no apartment and such percentage of undivided interest shall be partitioned or sub-divided in interest:

Provided further that no labour performed or materials furnished with the consent or at the request of an apartment owner or his agent or his contractor or sub-contractor shall be the basis for a charge or any encumbrance under the provisions of the Transfer of Property Act, 1882 against the apartment or any other property of any other apartment owner not expressly consenting to or requesting the same, except that such consent shall be deemed to be given by the owner of any apartment in the case of emergency repairs thereto, labour performed and material furnished for the common areas and facilities, if duly authorized by the association of apartment owners, the Manager or Board of Managing in accordance with the Act, the declaration or bye-laws, shall be deemed to be performed or furnished with the consent of each apartment owner and shall be the basis for a charge or encumbrance under the Act aforesaid against each of the apartment and shall be subject to the provisions of sub-section (2).

(2) In the event of a charge or any encumbrance against two or more apartments becoming effective, the apartment owners of the separate apartments may remove their apartments and the percentage of undivided interest in the common areas and facilities appurtenant to such apartments from the charge or encumbrance by payment of the proportional amounts attributable to each of the apartments affected. Such individual payment shall be computed by reference to the percentage appearing in the declaration. Subsequent to any such payment discharge or other satisfaction, the apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall thereafter be free and clear of the charge or encumbrance so paid, satisfied or discharged. Such partial payment, satisfaction or discharge shall not prevent the person having a charge or any other encumbrance from proceeding to enforce his rights against any apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto not so paid, satisfied or discharged.

10. Common profits and expenses.- The common profits of the property

shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest in the common areas and facilities.

11. Contents of declaration.-(1) The declaration shall contain the following particulars, namely:-

- (a) description of land on which the building and improvements are to be located and whether the land is freehold or leasehold;
- (b) description of the building stating the number of storey and basement, the number of apartments and the principal materials of which it is or is to be constructed;
- (c) the apartment number of each apartment and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification;
- (d) description of the limited common area and facilities;
- (e) description of the limited common areas and facilities, if any, stating to which apartments their use is reserved;
- (f) value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting, and a statement that the apartment and such percentage of undivided interest are not encumbered in any manner whatsoever or not on the date of the declaration;
- (g) statement of the purposes for which the building and each of the apartments are intended and restricted as to use;
- (h) the name of a person to receive service of process in the cases hereinafter provided, together with the residence or place of business of such persons which shall be within the city, town or village in which the building is located;
- (i) provisions as to the percentage of votes by the apartment owners which shall be determinative of whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property;
- (j) any other details in connection with the property which the person executing the declaration may deem desirable to set forth consistent with this Act; and

(k) the method by which the declaration may be amended consistent with the provisions of this Act.

(2) A true copy of each of the declaration and bye-laws and all amendments to the declaration or the bye-laws shall be filed in the office of the competent authority.

12. Contents of deed of apartment.- (1) The deed of apartment shall include the following particulars, namely:-

(a) description of the land as provided in section 11 or the postal address of the property, including in either case the number, page and date of executing the declaration, the date and serial number of its registration under the Indian Registration Act, 1908 and the date & other reference, if any, of its filing with the competent authority;

(b) the apartment number of the apartment in the declaration and any other data necessary for its proper identification;

(c) statement of the use for which the apartment is intended and restrictions on its use, if any;

(d) the percentage of undivided interest appertaining to the apartment in the common areas and facilities; and

(e) any further details which may be desirable to set forth consistent of the declaration and this Act.

(2) A true copy of every deed of apartment shall be filed in the office of the competent authority.

13. Declaration, deed of apartments and copies of floor plans to be registered.- (1) The declaration and all amendments thereto and the deed of apartment in respect of each apartment and the floor plans of the buildings referred to in sub-section (2) shall be registered under the Indian Registration Act, 1908.

(2) Simultaneously with the registration of the declaration, there shall be filed along with it a set of the floor plans of the buildings showing the layout, locations, apartment numbers and dimensions of the apartments, stating the name of the building or that it has no name and bearing the verified statement of an architect certifying that it is an accurate copy of the portions of the plans of the building as filed with and approved by the local authority within whose jurisdiction the building is located. If such plans do not include a verified statement by such architect that such plans fully and accurately depict the layout, location, apartment numbers and

dimensions of the apartments as built, there shall be recorded prior to the first conveyance of any apartment, an amendment to the declaration to which shall be attached a verified statement of an architect certifying that the plans therefore filed, or being filed simultaneously with such amendment, fully and accurately, depict the layout, location, apartment number and dimension of the apartment as built.

(3) In all registration offices a book called "Register of declarations and deeds of apartments under the Haryana Apartment Ownership Act, 1983" and index relating thereto shall be kept. The book and the index shall be kept in such form and shall contain such particulars as may be prescribed.

(4) It shall be the duty of every Manager or Board of Managers to send to the Sub-Registrar of the Sub-District in which the property containing the apartment is situated, or if there is no Sub-Registrar for the area, to the Registrar of the District in which such property is situated, a certified copy of the declaration and deed of apartment made in respect of every apartment contained in the building forming part of the property.

(5) The Sub-Registrar or as the case may be, the Registrar shall register the declaration alongwith the floor plans of the building and the deed of apartment in the register and also enter particulars in the index kept under sub-section (3). Any person acquiring an apartment of any apartment owner shall be deemed to have notice of the declaration and deed of apartment.

(6) Except as provided in this section, the provisions of the Indian Registration Act, 1968 shall, *mutatis mutandis*, apply to the registration of such declarations and deeds of apartments and the words and expressions, used in this section but not defined in this Act shall have the meaning assigned to them in the Indian Registration Act, 1908.

14. Removal from provision of Act.- (1) All the apartment owners may remove a property from the provisions of this Act by any instrument to that effect duly executed:

Provided that the holders of all charges and other encumbrances affecting any of the apartments may consent thereto or agree, in either case by instruments duly executed, that their charges or encumbrances be transferred to the percentage of the undivided interest of the apartment owner in the property as hereinafter provided.

(2) Upon removal of the property from the provisions of this Act, the property shall be deemed to be owned in common by the apartment

owners. The undivided interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

15. Removal no bar to subsequent resubmission of property to Act.- The removal provided for in section 14 shall in no way bar the subsequent resubmission of the property to the provisions of this Act.

16. Bye-laws.- (1) The Administration of every property shall be governed by bye-laws, a true copy of which shall be annexed to the declaration. No modification of or amendment to the bye-laws shall be valid unless set forth in an amendment to the declaration and such amendment is duly recorded and a copy thereof is duly filed with the competent authority.

(2) The bye-laws shall provide for the following matters, namely:-

- (a) the election from among the apartment owners of a Board of Managers, the number of persons constituting the same, the tenure of such Board and that the term of at least one-third of the members of such Board shall expire annually; the powers and duties of the Board, the method of appointment and removal from office of Secretary, Manager or Managing Agent and specifying which of the powers and duties granted to the Board by this Act or otherwise may be delegated by the Board to any or all of them;
- (b) the method of calling meeting of the Board of Managers or of the apartment owners including the procedure of voting and quorum;
- (c) the election of a President from among the members of the Board of Managers to preside over the meetings of such Board and of the Association of Apartment Owners;
- (d) election of a Secretary, who shall keep a minute book wherein resolution shall be recorded;
- (e) the election of a Treasurer who shall keep the financial records and books of accounts;
- (f) the maintenance, repair and replacement of the common areas and facilities and payments therefor;
- (g) the manner of collecting from the apartment owners their share of the common expenses;
- (h) the designation and removal of persons employed for the

maintenance, repair and replacement of the common areas and facilities;

- (i) the method of adopting and of amending the regulations governing details of the operation and use of common areas and facilities;
- (j) such restrictions on the requirements respecting the use and maintenance of the apartments and the use of the common areas and facilities not set forth in the declaration, as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities by the apartment owners;
- (k) the percentage of the votes required to amend the bye-laws and the procedure for such amendments.

(3) The bye-laws may also provide for the following matters namely:-

- (a) subject to the provisions of this Act, provisions for regulating transfer or partition of any apartment and percentage of undivided interest in the common areas and facilities appurtenant to such apartment, subject to such terms and conditions as may be specified in the bye-laws;
- (b) provisions enabling the Board of Managers to lease out certain areas of the property for the purposes for which the same are meant and for distribution of resulting proceeds to the apartment owners as income or application thereto in reduction of their common charges for maintaining the said property;
- (c) any other provisions not inconsistent with the provisions of this Act, relating to the audit and accounts and administration of the property and annual and special general meetings, annual report and the like.

17. Liability towards common expenses.- No apartment owner shall be entitled to exempt himself from the liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common area and facilities or by abandonment of his apartment.

18. Separate assessment.- Notwithstanding anything to the contrary contained in any law relating to local authorities, each apartment and its percentage of undivided interest in the common area and facilities appurtenant to such apartment (being an apartment submitted to the provisions of the Act) shall be deemed to be separate for the purposes of

assessment to tax on lands and buildings liable under such law and shall be assessed and taxed accordingly. The building, the property or any of the common areas and facilities shall not be deemed to be separate property for the purpose of the levy of such tax.

19. Charge on property for common expenses.- All sums assessed by the association of apartment owners towards the share of the common expenses chargeable to any apartment and remaining unpaid, shall constitute a charge on such apartment prior to all other charges, except charge, if any, on the apartment, for payment of the Government and local taxes, and all sums unpaid on a first mortgage of the apartment.

20. Joint and several liability of vendor etc. for unpaid common expenses.- Upon the transfer of an apartment, the transferee of the apartment shall be jointly and severally liable with the transferor for all unpaid assessments for his share of the common expenses upto the time of the transfer without prejudice to the transferee's right to recover from the transferor or the amount paid by the transferee therefor. Any such transferee shall be entitled to a statement from the Secretary or Board of Managers, setting forth the amount of the unpaid assessment against the transferor and such transferee and such apartment shall not be liable for nor shall be subject to a charge for any unpaid share of common expenses against such apartment accrued prior to such transfer in excess of the amount therein set forth.

21. Insurance.- The Manager or Board of Managers, if required by declaration or the bye-laws or by a majority of the apartment owners at the request of a mortgage having a first mortgage covering an apartment shall have the authority to and shall obtain insurance for the property against loss or damage by fire, and such other hazards over such terms and for such amount as shall be required or requested. Such insurance coverage shall be for the property in the name of such Manager or the Board of Managers or the association of the apartment owners as trustee for each of the apartment owners in the percentage specified in the declaration. Premiums shall be deemed to a part of common expenses, provisions for such insurance shall be without prejudice to the right of each apartment owner to insure his apartment for his benefit.

22. Disposition of property, destruction or damage.- If within sixty days of the date of damage to or destruction of all or part of the property it is not determined by the association of apartment owners to repair, reconstruct or rebuild, in that event:-

(a) the property shall be deemed to be owned in common by apart-

ment owner;

- (b) the undivided interests in the property, owned in common which shall appertain to each apartment owner shall be the percentage of the undivided interest previously owned by such owners in the common areas and facilities;
- (c) any encumbrances affecting any of the apartments shall be deemed to be transferred in accordance with the existing priority to the percentage of the undivided interest of the apartment owner in the property as provided herein; and
- (d) the property shall be subject to an action for partition at the suit of any apartment owner in which event the net proceeds of the sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the apartment owners in percentage equal to the percentage of undivided interest owned by each owner in the property after first paying out, all the respective shares of the apartment owners to the extent sufficient for the purpose and all charges on the undivided interest in the property owned by each apartment owner.

23. Action.- Without limiting the rights of any apartment owner, actions may be brought by the Manager or Board of Managers, in either case in the discretion of the Board of Managers, on behalf of two or more of the apartment owners as their respective interest may appear, with respect to any cause of action relating to the common areas and facilities of more than one apartment. Service of process on two or more apartment owners in any action relating to the common areas and facilities of more than one apartments may be made on the person designated in the declaration to receive service of process.

24. Act to be binding on apartment owners, tenants etc.- ¹[(1) All apartment owners, tenants of such owners, employees of owners and tenants or any other person who may in any manner use property or any part thereof, shall be subject to the provisions of this Act and to the declaration and the bye-laws of the association of apartment owners adopted pursuant to the provisions of this Act.

(2) All agreements, decisions and determinations lawfully made by the association of apartment owners in accordance with the voting

¹ Substituted by Act No. 10 of 2002.

percentages established under this Act, declaration or bye-laws shall be deemed to be binding on all apartment owners.

¹[24-A. **Penalties.**- Any owner of property/building, who does not file declaration within the period specified under section 2, shall be punishable with imprisonment of either description for a term which may extend to three years and shall also be liable to a fine of not less than Rs. 50,000 and Rs. 10,000 for each day of continuing offence.

24-B. Sanction of prosecution.- No prosecution of any offence punishable under this Act, shall be instituted except with the previous sanction of the competent authority or any officer authorized in writing by him in this behalf.

24-C. Composition of Offence.- (1) The Competent Authority or any person authorized by him by general or special order made in this behalf, may either before or after the institution of the prosecution compound any offence made punishable by or under this Act.

(2) Where an offence has been compounded the offender, if in custody, shall be released and no further proceedings shall be taken against him in respect of the offence compounded.]

25. Power to make rules. - (1) The State Government may, by notification, make rules for carrying into effect the provisions of this Act.

(2) Every rule made under this section shall be laid, as soon as may be, after it is made, before the House of the State Legislature while it is in session for a total period of ten days which may be comprised in one session or in successive sessions, and if before the expiry of the session in which it is laid or the session immediately following the house agrees in making any modification in the rule or the House agrees that the rule should not be made the rules shall have effect only in such modified form or be of no effect, as the case may be. However, any such modification or annulment shall be without prejudice to the validity or anything previously done or omitted to be done under that rule.

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¹ Inserted by Act No. 10 of 2002.

THE HARYANA APARTMENT OWNERSHIP RULES, 1987

Dated 20th November, 1987

No.G.S.R 100/H.A. 10/83/S.25/87. - In exercise of the powers conferred by sub-section (1) of section 25 of the Haryana Apartment Ownership Act, 1983 (Haryana Act No. 10 of 1983), the Governor of Haryana hereby makes the following rules, namely:-

1. **Short title-** These rules may be called the Haryana Apartment Ownership Rules, 1987.
2. **Definitions.**-In these rules, unless the context otherwise requires-
 - (a) "Act" means the Haryana Apartment Ownership Act, 1983;
 - (b) "form" means a form appended to these rules;
 - (c) "section" means a section of the Act.
3. **Form of declaration. (Section 25).**- The declaration to be executed and registered under section 2 of the Act by the sole owner or all the owners shall be in form A.
4. **Deed of apartment. (Section 5 (2)).**- (1) The deed of the apartment to be executed by each apartment owner under sub-section 5 shall be in form B.
 - (2) the deed shall be signed by the apartment owner and verified in the presence of a Magistrate or any other person competent to administer oath and shall be filed with the competent authority within thirty days from the date of its execution or within such longer period as that authority may permit.
5. **Conveyance by deed of apartments. (Section 5(2)).**- All transfers of apartment by the sole owner or all the owners of the property lawfully constructed for residential purposes, integrated commercial complexes, flatted factories, information technology industrial units, Cyber Park and Cyber City (being an owner or owners who has or have executed and registered a declaration in Form A) to an apartment owner and subsequent transfers from an apartment owner to his transferee shall be by a deed of apartment.

6. Form of Register of declaration etc. (Section 13(3)).- (1) The register of declaration and deeds of apartments ¹ [lawfully constructed for residential purposes, integrated commercial complexes, flatted factories, information technology industrial units, Cyber Park and Cyber City] for the purpose of sub-section (3) of Section 13 shall be in Form C.

(2) The index to such register shall be in Form D.

7. Form for sending certified copy of declaration and deed of apartment. (Section 13 (4).- The Manager or Board of Managers shall send a certified copy of the declaration and deed of apartment in Form E.

Marginal notes instructions for filing certain block spaces.

FORM A

(See rule 3)

FORM OF DECLARATION

In the _____ (enter the name of city and District) _____ on this _____ day _____ (enter the day month and year of declaration). I/We _____ (enter the name of sole owner or owners) hereafter referred to as "Grantor", (who is fully-empowered and qualified to execute this Deed) do hereby state:-

I. that the Grantor owns the following land situated in the _____ (inserts metres and bound description of land on which the building scheme is located and add (a) the city survey number if any; (b) revenue particulars of the land), (Also state the date and registration details of the last document of title under which the Grantor claims the land), which is described as follows, namely:-

II. that the Grantor has constructed on this parcel of land, described in I above, an Apartment Building, ²[(***) known as _____ (enter the name of building. ³[**]) According to plans attached hereto as Exhibit A, which were approved by the (insert name of authority sanctioning the plans and date of sanction), on the day of _____ and which are made a part thereof as _____.

(a) Municipal index of property number and ward as _____

¹ Ins. by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120.

² Omitted by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120 for the words "/Group Housing Scheme"

³ Omitted by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120 for the words "/Group Housing Scheme"

(b) Postal address of the building/scheme as

III. that the said property consists of the following: - (Insert here the details of scheme as the areas under common building and services of roads, public health electrification and recreational facilities. Numbers and types of blocks, details of apartments and facilities at different levels in each type of block etc.) The various ¹[apartments] of the scheme are all capable of individual utilization on account of having their own exit to common area and facility of the building/property scheme; and the apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter be referred to as independent Unit "I.U") and also an individual interest in the general and/or restricted common areas and facilities of the building/property scheme, as listed hereinafter the declaration deed, necessary for their adequate use and enjoyment, and referred to as.

- (a) General facilities, for all apartments of the scheme;
- (b) Common facilities for independent units of individual block; and
- (c) Restricted common facilities for I.U.'s on same floor of individual all the block above in accordance with Haryana Apartment Ownership Act, 1983.

IV. that the aforesaid building ²[***] has a total building area of _____ square metres on all floors, of which_____. square metres will constitute the independent units and remaining _____ square metres will constitute the general and/or restricted common areas and facilities.

V. that this condominium shall be known as "_____ " insert the building/scheme as given II above and that the independent units and common areas/facilities of the building/scheme shall be as follows and as shown in the drawing as Exhibit B.

Independent Units.

Block Index	Floor	Type of I.U.'s	Description of I.U's	Built up area of I.U.'s	Numbers of such I.U.'s	Number of such block
A	Ground	A-1 A-2 A-3				
	First	A-11 A-12				

¹ Sub. by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120 for the words "residential apartments".

² Omitted by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120 for the words "housing scheme".

B	Second	A-13 A-21 A-22					
	Ground	B-1 B-2 B-3					
	First	B-11 B-12 B-13					
	Second	B-21 B-22					

The said independent units shall be systematically numbered indicating the block, floor and apartment number.

The area of I.U.'s include all outer walls and one-half of common walls.

Common Areas and Facilities- In the parcel of land described in para 1, of this deed, consists of common approach roads, car parking, landscape and parks, community centres, lounges, corridors, staircases, lifts and common services and equipments, etc. as detailed below:-

(a) General common areas and facilities for complete scheme:-

(b) Common facilities restricted for I.U.'s of individual blocks:-

Block (A).....Block (B)Block (C).....

(c) Common facilities restricted for floor-wise use, Block-A [floor one].....[floor two].....[floor three].....Block B [floor one].....[floor two].....

VI. (a) that the right, title and interest of each owner of a independent unit in general common areas and facilities listed in para -V (2) (a) and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as the representation for voting purpose in the meeting of the Association of Apartment Owners of thecondominium is based on the proportionate value of each I.U. to the total value of all such I.U.'s as follows:-

Total Value of all the Independent Units in the scheme Rs.....

Type of Dwelling unites	Value of each I.U.	Percentage of interest in common facilities and voting	Total number of such I.U.'s	Total percentage 3 and 4
				100% G.T.

(b) that the right, title and interest of each owner of a independent unit in different blocks and on different floors in the restricted common facilities for different blocks and different floors as listed in paras V (2)(b) and V(2)(c) respectively; and their proportionate share in the profit and common expenses in the said acts of restricted common areas and facilities, as well as the proportionate representation of voting purpose with respect to the said restricted common areas and facilities in the meeting of Association of Apartment owners of the condominium is based on the proportionate value of each independent unit to the total value of all I.U.'s located in that block and on their respective floors as follows:-

Total value of all independent units in each block and floor is:-

Block A Total Rs. G. floor Rs..... 1st floor Rs..... Etc. floor Rs.....

Block B Total Rs. G. floor Rs..... 1st floor Rs..... Etc. floor Rs.....

Block	Floor	Type of I.U.	Value of such I.U.	Percentage of restricted common facilities and voting	
				Block-wise	Floor-wise
1	2	3	4	5	6
Nos. of each I.U.s				Total of %	

In this block	In this floor	Block-wise	Floor-wise
7	8	9	10

(c) the proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provision of bye-laws attached hereto as Exhibit B.

(d) Apartment/apartments and the percentage of undivided interests in the common areas and facilities appertaining to the apartment/each apartment, are not encumbered in any manner whatsoever on the date of this declaration.

VII. that the Administration ofcondominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as Exhibit B;

VIII. that as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Haryana Apartment Ownership Act, 1983, so that the independent units of the upper floor may be conveyed and registered as individuals properties capable of independent use, on account of each having its own exits to a common area and

facility of the building, each independent unit owner having an exclusive and particular right, title and interest over his respective independent unit and in addition to the specified undivided interest in the common areas and facilities and / or restricted common areas and facilities.

IX. that for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declarations and Deeds of Apartment under section 13(5) the value of thecondominium is distributed as follows:-

(a) Parcel of land described in paragraph first hereof is valued at Rs.....

(b) The building described in paragraphs second and third thereof is valued at Rs..... (Rupees).

X. that so long as the Grantor owns one or more of the independent units the Grantor shall be subject to the provisions of this deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the establishment of thecondominium.

XI. that the general and/ or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof;

XII. that the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this deed duly registered;

XIII. that the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the independent unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument;

XIV. that each apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the association of apartment owners or its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due for damages, or for injunctive relief;

XV. that the dedication of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owner/owners and the mortgages of all the mortgages covering the units

unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

XVI. that no apartment owner of a independent unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restrict common areas and facilities, or by the abandonment of his independent unit;

XVII. all sums assessed by the association but unpaid for the share of the common expenses chargeable to any independent unit shall constitute a charge on such independent unit prior to all other charges except only (1) charge, if any, on the independent unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment;

XVIII. that all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition on rental of any of the independent units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective independent units shall not be rented or given on lease and licence or caretaker basis by the apartments owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the independent unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective independent units shall have the absolute right to lease such unit or give it on lease or leave and licence or care taker basis provided that the said lease or leave or licence or care taker basis is made subject to the covenants and restrictions contained in this declaration and further subject to the bye-laws in Exhibit B attached hereto;

XIX. that if the property, subject to the plant of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Haryana Apartment Ownership Act, 1983.

XX. that where a independent unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner, of such independent unit, then neither the mortgagee nor the purchaser who derives title to be independent unit at such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessments and enforcing same as provided by law and that such charge shall be subordinate to such mortgage;

XXI. that in a voluntary conveyance of an independent unit the Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association of apartment owners against the letter conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the Grantee therefore. However, any such Grantee shall be entitled to a statement from the manager or Board of Managers of the association as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the association and such Grantee shall not be liable for, nor shall the independent unit conveyed be subject to a charge for, any unpaid assessments made by the association of apartment owners against the Grantor in excess of the amount therein, set forth;

XXII. that the Manager or Board of Managers of the association shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgages holding first mortgages covering independent units but without prejudice to the right of the owner of a independent unit to obtain individual independent unit insurance;

XXIII. that insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association of apartment owners; and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premiums become due.

In witness whereof Shri.....set his hand this.... day of.....20

Signed and delivered by

In presence of -

1. Signatures..... Full name..... and address.....
2. Signatures..... Full name..... and address.....

ANNEXURES

1. Exhibit A- as referred to in clause II
2. Exhibit B- as referred to in clause XVIII

EXHIBIT A

(See Clause II Form A)

Here annexe attested copies of plans of the scheme as sanctioned by competent authority, and showing at least the following details:-

1. Site/Survey plan of the scheme area showing its location and surroundings, with certificate of ownership of land issued by appropriate authority.

2. Layout plan of the scheme showing various apartments blocks and common buildings and services of roads, parking, public health and electrification installations, landscaping and recreation facilities as also the schedule of areas under various apartments, apartments blocks and different common facilities.

3. All floor plans, elevations and sufficient sections of each block of building with (a) schedules indicating the areas under various apartments and areas under common facilities of lounge, stairs lifts for that block and (b) schedule indicating the various apartments on each floor and details of common floor facilities for exclusive use of apartments on that floor.

4. Apartment-wise schedule of percentage of interest (a) in common facilities of the total scheme, (b) of the block in which that apartment is located and (c) of the floor of that apartment.

EXHIBIT B

(See Clause XVIII Form A)

Bye-laws ofcondominium

CHAPTER I

1. Short title and application: - (1) These bye-laws may be called the Bye-laws of the..... (here insert the name of condominium), condominium.

(2) The provisions of these bye-laws apply to thecondominium.

All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in these bye-laws.

The mere acquisition or rental or taking licence of any of the independent units (hereinafter referred to as "units") of the building or occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. Definitions.- In these bye-laws unless the context requires otherwise:-

(a) "Act" means the Haryana Apartment Ownership Act, 1986;

(b) "Association" means the association of all the apartment owners constituted by such owners for the purpose of theCondominium;

(c) "Board" means a Board of Managers consisting ofpersons all of whom shall be owners of apartments in thecondomini-

um;

(d) "building" means the building located atand known as thecondominium, and includes the land forming part thereof;

(e) "declaration" means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 2;

(f) "majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the declaration;

(g) "owners" or "apartment owner" means the person owning an apartment in thecondominium;

(h) means a section of the Act;

(i) "unit" means an independent unit in the Condominium;

(j) "Registrar" means the Registrar of Co-Operative Societies.

3. Apartment ownership - The building located at street, city/towns, village ofin the.....District.....known as..... Condominium is submitted to the provisions of the Act.

4. Objects of Association- (1) The objects of the Association shall be-

(a) to be and to act as the Association of apartment owners of the building called.....at..... (hereinafter called "the said building") who have filed their respective declarations submitting their apartments to the provisions of the Act;

(b) to invest or deposit moneys;

(c) to provide for the maintenance, repair and replacement of the common areas and facilities by contribution from the apartment owners, and a necessary by rising loans, for that purpose.

(d) to retain and rent or licence if possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profit left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up if reserve fund;

(e) to provide for and do all and any of the matters provided in sub-section (2) of Section 16;

(f) to advance with the consent of the apartment owners, any short term loans to any apartment owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments;

(g) to establish and carry on, on its own account or jointly with individual or institutions, education, physical, social and creative activities for the benefit of the apartment owners;

(h) to frame rules with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund if necessary for the benefit of the employees of the Association;

(i) to do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.

(2) The Association shall not act beyond the scope of its objects without fully amending the provisions of these bye-laws for the purpose.

5. Members of Association.- (1) All persons who have purchased apartment in thecondominium and executed respective declarations under section 5 submitting their apartments to provisions of the Act shall automatically be the members of the Association, and shall pay the sum of one rupee as entrance for and may purchase at least one share of the face value of Rs.100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of one rupee.

(2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of one rupee. The share held by as apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

(3) on the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of Administration, of theCondominium as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. **Joint apartment owners.**- Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.
7. **Holding of one share compulsory.**- Every apartment owner must hold at least one share of the Association (joint apartment owners holding the shares jointly).
8. **Disqualifications.**- No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office-bearer or be entitled to stand for election to such office if he is in arrears on the last day of the year in respect of his contributions for common expenses to the Association for more than 60 days.

CHAPTER II

VOTING QUORUM AND PROXIES

9. **Voting.**- Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the independent unit or units in the declaration.
10. **Quorum.**- Except as otherwise provided in these by-laws, the presence in person of a majority of owners shall constitute a quorum.
11. **Vote to be cast in person.**- Votes shall be cast in person.

CHAPTER III

ADMINISTRATION

12. **Powers and duties of Association.**- The Association will have responsibility of administering the Condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person.
13. **Place of meetings.**- Meetings of the association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.
14. **Annual meeting.** - The first annual meeting of the association shall be held on..... (date). Thereafter, the annual meetings of the

Association shall be held on the..... (1st, 2nd, 3rd, 4th)..... (Monday, Tuesday, Wednesday, etc.) of..... (month) each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board in accordance with the requirements of bye-law 23. The owners may also transact such other business of the Association as may properly come before them.

15. Special meetings.- It shall be the duty of the President to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any officer duly authorized by him in his behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. Notice of meeting.- It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner at least 2 but nor more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-law, shall be considered notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioners, or as the case may be, to the Registrar.

17. Adjourned meetings.- If any meeting of owners cannot be organized because a quorum has not attended the owners, who are present, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

18. Order of business. - The order of business at all meetings of the owners of units shall be as follows:-

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Heading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of the Housing Commissioner, or the Registrar or of the

Office duly authorized by them, if present.

(f) Report of committees.

(g) Election of board of managers.

(h) Unfinished business, if any.

(i) New Business.

CHAPTER IV

Board of Managers

19. Management of Association.- The affairs of the Association shall be governed by a Board of Managers.

20. Powers and duties of Board.- The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not bye-law or by these bye-laws directed to be exercised and done by the owners.

21. Other duties.- In addition to duties imposed by these bye-laws or by resolution of the association, the Board shall be responsible for the following that is to say-

(a) Care, upkeep and surveillance of theCondominium and that common areas and facilities and the restricted common areas and facilities;

(b) collection of monthly assessment from the owners;

(c) designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of theCondominium, the common areas and facilities and the restricted common areas and facilities;

(d) to provide for the manner in which the audit and accounts of the Association, shall be carried out;

(e) to inspect the accounts kept by the Secretary and/or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association;

(f) to sanction working expenses, count cash balance and deal with other miscellaneous business;

(g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf;

(h) to hear and deal with complaints.

22. Manager.- The Board may employ for the Association a Manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in bye-law 21.

23. Election and term of office.- At the time of first annual meeting of the Association the term of office of the two managers shall be fixed for three years. The term of office of two managers shall be fixed at two years and the term of office of one manager shall be fixed at one year. At the expiration of the initial term of office of each respective managers, his successor shall be elected to serve a term of three years. The managers shall hold office until their successors have been elected and hold their first meeting. (If a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different, years).

24. Vacancies.- Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum; and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

25. Removal of managers.- At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. Organization meeting.- The first meeting of newly elected Board shall be held within ten days of election at such place as shall be fixed by the managers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

27. Regular meetings.- Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of managers but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each manager, personally or by mail or telegraph, at least three days prior to the day

named for such meetings.

28. Special meetings.- Special meetings of the Board may be called by the President on three days' notice to each Manager given personally or by mail, or telegraph which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

29. Waiver of notice.- Before or at any meeting of the Board any manager, may, in writing waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30. Quorum.- All meeting of the Board, one-third of the total length of the managers shall constitute a quorum for the transaction of business and the acts of the managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. Fidelity Bonds.- The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

CHAPTER V

OFFICERS

32. Designation.- The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The Board may appoint an Assistant Treasurer, and an Assistant Secretary and such other officers as in their judgment may be necessary (in the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person).

33. Election of officers.- The officers of the Association shall be elected

annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

34. Removal of officers.- Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

35. President.- The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

36. Vice-President.- The Vice President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

37. Secretary.- The Secretary shall keep the minutes of all meeting of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of Secretary.

38. Treasurer.- The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposits of all moneys and other valuable effects in the name and to the credit of the Association in such depositaries as may from time to time be designated by the Board or Managers.

CHAPTER VI

OBLIGATION OF THE APARTMENT OWNERS

39. Assessments.- All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to theCondominium, which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made

pro rata according to the value of the unit owned, as, stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

40. Maintenance and repair. - (1) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the..... Condominium in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

(2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

41. Use of Independent units. - Internal changes. - ¹[(1) all units shall be utilized for the purpose indicated by the grantor in the deed of declaration.

(2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writings, through the President of the Board if no manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

42. Use of common areas and facilities and restricted common areas and facilities. - (1) An owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas ofCondominium and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(2) The.....Condominium shall have elevators..... Devoted to the transportation of the owners and their guests and..... For freight service or auxiliary purposes. Owners and tradesmen are expressly required to utilize exclusively a freight or service elevator for

¹ Subs. by Haryana Govt. Gaz. (Extra) Notification dated 20.1.2003 at page 120.

transporting packages, merchandise or any other objects that may affect the comfort or well being of the passengers of the elevators dedicated to the transportation of owners, occupants and guests.

43. Right of entry.- (1) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(2) An owner shall permit other owners or their representatives when so required, to enter his unit for the purpose of performing installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner in case of emergency, such right of entry shall be immediate.

44. Rules of conduct.- (1) No occupant of the..... Condominium shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.

(2) Occupants shall exercise extreme care about making noises or the use of musical instruments, radios, television, and amplifiers that may disturb others Occupants keeping domestic animals shall abide by the municipal sanitary bye-laws or regulations.

(3) It is prohibited to hand garments, rugs etc. from the windows, balconies, or from any of the facades of theCondominium.

(4) It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of the said Condominium.

(5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service area. If such installations is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

(6) No owner, occupant or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units etc. on the exterior of the.....Condominium or that protrude through the wall or the roof of that Condominium except as authorized by the Association.

CHAPTER VII

FUNDS AND THEIR INVESTMENTS

45. Funds.- Funds may be raised by the Association in all or any of the

following ways, namely:-

- (a) by share;
- (b) by contributions and donations from the apartment owners;
- (c) from common profit which shall form the nucleus of the Reserve Fund;
- (d) by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.

46. Investment. - The Association may invest or deposit its funds in one or more of the following:-

- a) in the Central Co-operative bank or in the state Co-operative Bank; or
- b) In any of the scrutiny specified in section 20 of the Indian Trust Act, 1882; or
- c) in any Co-operative Bank other than those referred to in clause (a) of this bye - law; or in any banking company approval for this purpose by the Association.

47. Affiliation. - Should there be any Federation of apartment owners in the locality in which the..... Condominium is situated, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.

48. Accounts. - (1) A banking account shall be opened by the Association into which all moneys received on behalf of the Association, shall be paid provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100 for petty expenses. All payments above Rs. 20 shall be made by cheques signed by the Secretary and one member of the Board of Managers.

(2) Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

(3) The Association shall on or before 31st July, in each year publish an audited annual financial statement in respect of the common area and facilities containing:-

(a) the profit and loss account;

(b) the receipts and expenditure of the previous financial year; and

(c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particular as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

(4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state up to what date profits and expenses of common areas are included.

49. Publication of Accounts and Reports.- A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

50. Appointment of Auditor.- The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual return, and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct duly vouched and in accordance with the law, or specially report to the Association in what respect he finds it incorrect, unvouched or not in accordance with law.

51. Power of Auditor.- The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

MORTGAGES

52. Notice of Association.- An owner who mortgages his unit, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his

mortgagee; and the Association shall maintain such information in a book entitled "mortgagees of Units."

53. Notice of unpaid assessment.- The Association shall at the request of a Mortgagee of a unit report any unpaid assessment due from the owner of such unit.

CHAPTER IX

COMPLIANCE

54. Compliance.- These by-laws are set forth to comply with the requirements of the Haryana Apartment Ownership Act, 1983. In case, any of these by-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

55. Seal of the Association.- The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of a Board of Managers and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

CHAPTER X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendment of bye-laws.- These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 per cent of the total value of all units in the..... condominium as shown in the declaration.

FORM B

(See Rule 4)

FORM OF DEED OF APARTMENT

1. I, _____, hereby declare that I am the first/present owner of apartment No. _____ on the _____ floor of a building now under construction/already constructed called _____ situated at _____ in the city/town/village of _____ in the district of _____

2. I derived title to the said apartment by a Deed of Apartment bearing date _____ between _____ and myself.

3. I hereby declare that I, my heirs, executors, administrators and assigns

and the said apartment referred to in paragraph 1 of this declaration, shall hereafter be subject to the provisions of the Haryana Apartment Ownership Act, 1983 and all amendments thereto and I further declare that I shall comply strictly with the covenants, conditions and restriction set forth in the declaration and with the bye-laws forming part thereof, and attached hereto as Exhibit "B" and with the administrative rules and regulations adopted pursuant to such by-laws (as either of the same may be lawfully amended from time to time) and in the Deed of Apartment.

Solemnly affirmed/sworn at _____ aforesaid the _____ day of

Before me

FORM C

(See Rule 6(1))

Form of Register of Declarations and Deeds of Apartments

A. Particulars of apartment scheme: Name of scheme _____
 Location of scheme, road etc. _____ city _____ Postal Index _____
 _____ Distt _____

B. Particulars of build/Promoter _____ Name _____
 Address _____

C. Revenue particulars of scheme Area _____ H.b.
 No. _____ Rect. No. _____ Khasra No. _____

D. Index of apartment as shown in the plan annexed Block _____
 Floor _____ Apt. No. _____ Type _____

E. Registration office, tehsil, district, in which the declaration and deed of apartment are regularized _____.

Sr. No.	Date of Application for registration 1	Name of Apartment owner 3	Address 4	Date of declaration 5
Date of registration of the declaration 6		Percentage of undivided common interest 7	Date of deed of apartment 8	
		Scheme 7	Block 8	Floor 9
Date of registration of deed of apartment 9		Price of apartment settled 10		Date of payment of price 11

FORM D

(See Rule 6(2))

FORM OF INDEX TO REGISTER

Name of executive party of the building	Place of residence	Situation of Property	Apartment No. floor of the building and name
1	2	3	4
Nature of deed (i.e. declaration or deed or apartment) and consideration	Date of Execution	Serial No. Volume and page	Remarks
5	6	7	8
			9

FORM E

(SEE RULE 7)

Form of Memorandum

- A. Particulars of the apartment scheme :- Name of scheme _____
Location of scheme, roads _____ City _____ Postal Index _____ District _____
- B. Particulars of builder : Name _____ Address _____
- C. Particulars of scheme area: H.B. No. _____ Rect. No. _____ Khasra No. _____
- D. Index of apartment as shown in plan annexed _____ Block _____
Floor _____ Apt. _____ No. _____ Type _____
- E. Particulars of apartment owner _____ Name _____
Address _____ Percentage of undivided interest in _____ Scheme _____ Block _____ Floor _____.
- F. Registration of Apartment deed _____ Office of Registration _____
Registration _____ Day _____ Month _____ Year _____
- G. Registration of declaration _____ Office of registration _____
Date _____ month _____ year _____

Signature of apartment owner

Signature of Promoter/Builder

(For registration of apartment deed) (for registration of declaration)
