

(See regulation 5 (3))

Original

Form of a allotment letter, for allotment made on lease-hold basis. To be used for residential/Industrial, Commercial plots/building disposed of by allotment only.

From

The Estate Officer,
HUDA, Karnal.

To

The Principal,
Tagore Bal Niketan,
H.No. 35-D Model Town, Karnal.

Memo.No. E.O.(K)-88/ 15526

Dated:- 28/12/88

Sub:-

Allotment of Primary School site measuring 1.885 acre
Sector-6 U/E Karnal on lease-holder basis.

-:-

Please refer to your application for the allotment of Primary School site in sector-6 U/E Karnal.

2- Your application has been considered and a site as desired below has been allotted to you on lease-hold basis as per the following terms and conditions and subject to the provisions of the HUDA act, 1977 (hereinafter referred to as the act) and the rules /regulations applicable thereunder and as amended from time to time. This 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/Bldge No.	Appr. dimen- sion or description	Area in Sq. mtrs	Tentative premium of the plot/bldg
6	U/E Karnal	Primary School site	72 mx106 M	7632 Sq.mtr.	10,55,313/-

3- The plot is preferential/special preferential one and an extra premium at the rate of 10 percent/20 percent of the price mentioned in para 2 above is Rs. _____.

4- In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled and the earnest money deposited by you shall be forfeited to the authority and you shall have no claim for damages.

5- In case you accept this allotment, please send your acceptance by registered post along with an amount of Rs. 2,63,829/-

-contd...2.

(already stands deposited) with in 30 days from the date of issue of this allotment letter, which together with an amount of Rs. 2500/- paid by you along with your application form and earnest money, will constitute 25% percent of the total tentative premium.

6- The balance amount i.e. 7,91,484.75 of the above tentative premium of the plot/building can be paid in lump-sum without interest with in 60 days from the date of issue of the allotment letter or in 8 (eight) half yearly/annual instalments ^(Proportionately). The first instalment will fall due after the expiry of six month/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance premium at 10 % interest on the remaining amount. The interest, shall, however, accrue from the date of offer of possession. In the first two years only the 10 % interest per annum will be charges. Therefore, the principle amount & interest @ 10% shall be payable.

7- The possession of the site will be offered to you on completion of the development works in the area. In the case of building or undeveloped ~~works in the area~~ land the possession shall however, be delivered with-in ninety days from the date of this letter.

8- Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars, the amount remitted shall not be deemed to have been received.

9- The above premium is tentative to the extent that any enhancement in the cost of land awarded by the competent authority under the Land Acquisition Act shall also be payable proportionately, as determined by the authority. The additional premium determined shall be paid with in thirty days of its demand.

10- In the case of 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 with in 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 likely to be proceeded against under section 18 of the Act.

12- You shall execute the deed of lease in the prescribed form with-in 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 Authority may decide. In addition to the premium you shall pay ground rent at the rate of given at the page 4. 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 section 16 and 18 of the Act.

15- All arrears of ground rent due shall be recoverable as arrears of Land Revenue.

16- You shall have no right to transfer by way of sale, gift mortgage, or otherwise the plot/building or any right, or interest therein till the full premium is paid to the Authority ~~except with the prior permission of the~~ Competent authority. provided that in the event of the sale or fore-closure of the mortgaged or charged property the lessor shall be entitled to claim and recover 50% 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 right to purchase the mortgaged or charged property after deducting 50 % of the unearned increase as aforesaid.

17- In the case of transfer of plot/building, 50 % of the unearned increase in the value of land at the time the site is sold or transferred shall be payable to the Authority before registering such sale or transfer. The market value of such property for this purpose shall be assessed by the Estate Officer or such other officer, as may be authorized by the Chief Administrator.

18- The lessor's right to the recovery of 50% of unearned increase and the pre-emptive right to purchase the property shall apply ^{equally} to an involuntary sale or transfer whether it be by and through an executing or insolvent Court.

19- The plot/building shall not be used for any purpose other than 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.

- 20- Whenever the rights 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.
- 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 certificate copies of the documents evidencing the transfer of devolution.
- 22- You shall have to pay ~~xxx~~ all general and local taxes, rates or ~~cases~~ imposed or assessed on the said land/building by the Competent Authority.
- 23- You shall have to pay separately for any construction material, tree, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority if you want to make use of the same.
- 24- The Authority will not be responsible for levelling the uneven sites.
- 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 buildings was due to reasons beyond your control.
- 26- The Authority ^{reserves} ~~services~~ to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Authority shall think fit with power to carry out any surface or any underground working, ~~xxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx~~ and to let down the surface of all or any part of the said site and to sink pits, ~~erect~~ buildings, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be ~~xxx~~ agreed upon between the Authority

and the allottee.

27- The Authority may by its officers and servants at all reasonable time and in reasonable manners after 24 hours notice in writing entry in and upon any part of the said land/building erected thereon for the purpose of ascertaining that the allottee / has duly performed condition to be observed under the Rules/Regulation applicable under the said Act.

28- The Authority shall have full right, power and authority at all times to do through its officer or servants all acts and things which may be necessary for 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 payment shall ^{be} made by means of a demand draft payable to the Estate Officer, Haryana Urban Development Authority Karnal drawn on any scheduled Bank situated at Karnal.

30- Building will be constructed according to the approved zoning plan.

31- Residential buildings will not ^{be} constructed.

32- The schools should be recognised by an appropriate State Govt. and Central Govt. Authority.

33- A representative of HUDA will be taken on the Management Committee of the School.

34- HUDA would have the right to ~~cancel~~ ^{cancel} the lease and re-enter the premises in case the school has ceased to function or the premises are used for a purpose other than the running of a school.

35- *The allottee must complete at least 25% of the permissible (F.P.R.) construction within 2 years of the allotment of the land.*

Ground Rent

1- No ground rent shall be charged for the first 10 year -s. For the remaining 23 years the ground rent @ 1/2 % of the premium will be payable.

2. During the next 33 years the ground rent @ 1 % of the premium shall be payable.

3- For the remaining 33 years of the lease period, the ground rent shall be 1-1/2 % of the premium.

36- *If the plot is ordered to be treated as preferential/special/preferred you will have to pay an extra amount of 10%/20% over & above the amount mentioned as above.*

(Signed)
ESTATE OFFICER,
HUDA, KARNAL.

Dat :-

Encl.No. E.O.)K)-36/

A copy of the above is forwarded to the Distt. Town planner, Karnal for information & necessary action.

Ed
ESTATE OFFICER,
HUDA, KARNAL.

ANNEXURE

Schedule of Instalment

<u>Instalment No.</u>	<u>Due on.</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1-	12/89	--	79,148.50	79,148.50 paid 28.12.89
2-	12/90	--	79,148.50	79,148.50
3-	6/91	98,935.60	39,574.25	1,38,509.85
4-	12/91	98,935.60	34,627.45	1,33,563.05
5-	6/92	98,935.60	29,680.70	1,28,616.30
6-	12/92	98,935.60	24,733.90	1,23,669.50
7-	6/93	98,935.60	19,787.15	1,18,722.75
8-	12/93	98,935.60	14,840.35	1,13,775.25
9-	6/94	98,935.60	9,893.60	1,08,829.20
10-	12/94	98,935.60	4,946.80	1,03,882.40


 Estate Officer
 HUDA Karnal

From

The Estate Officer,
HUDA, Karnal.

To

The Principal,
Tegore Ball Niketan,
H.No. 35-D M.T., Karnal.

Memo. No. E.O.(K)-38/1482

Dated:-

8/12/88

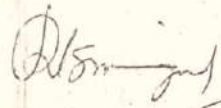
Sub:-

Allotment of Primary School site measuring
1.885 acres in sector-6 U/E Karnal.

-:-

Before allotment letter is issued in favour of institution, You are requested to deposit tentative amount of Rs. 2,63,828.25 as 25 % payment out of the total tentative cost of Rs. 1055313.00 within 15 days so as to enable this office to issue allotment letter in favour of your institution.

You are also further requested to send resolution/undertaking that Estate Officer, HUDA Karnal/ his representative will be the member of the management Committee of your school.


ESTATE OFFICER,
HUDA, KARNAL.

