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AND WHEREAS the vendor recovers 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 has paid the tentative sale price and agrees to pay the additional price in the manner hereinafter 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. 9765/- (Rupees Nine thousand Seven hundred
Sixty five only) 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 conveys unto the Transferee all the pieces and parcel of site No. 9765/- 1-1 Sector-6 area in square meters 210 sq. yds. 250 and more particularly described in the plan filed in the office of the

Original
Assistant Engineer
Civil Sub Division-

Attended to the true copy
Estate Officer,
BUDA Bahadurgarh

contd....3.

BAHADURGARH

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Estate Officer and signed by the Estate Officer aforesaid and dated the 25th day of April 1976 (hereinafter called the said site).

To have and to hold the same unto and to the use of the Transferee subject to the exceptions, reservation, 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 conforms to the terms and conditions of sale.

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 site 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.

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Addressed to the true Copy

Assistant Engineer
Civil Sub Division-
Housing & Urban Development
Gurgaon

Signature of Estate Officer
Estate Officer,
Gurgaon, Bahadurgarh

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 for the surface and for the damage done to the surface or buildings on the said site by such work 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.

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Admitted to be true copy

Estate Officer,

HUDA Bahadurgarh

by
Assistant Engineer
Civil Sub-Division
Housing & Municipalities
BAHADURGARH
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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 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 reasonable manner after twenty four hours' notice in writing enter in and upon any part of the said land or building erected there on 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 rights, powers and authority 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 site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereof.

Attested to be true copy

[Signature]
Assistant Engineer
Civil Sub Division-
Housing Board Haryana
BAHADURGARH
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9) The Transferee shall not use the said site for any purpose other than that for which it has been allotted nor shall be use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules/ regulations made under the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act.)

10 The Transferee shall accept and obey all 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 provision 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 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 to any compensation whatsoever on account of such re-entry except in accordance with the provision of the said Act.

12) All the disputes and differences arising out or in any way touching or concerning this deed whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other

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Original

Estate Officer,
Bahadurgarh
Attested to be true copy.

Assistant Engineer
Civil Sub Division-
Housing Board Haryana
BAHADURGARH

appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this deed related and that in the course of this 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 differences the decision of such arbitrator 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 previlages 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 Authority as defined in clause (e) of section 2 of the Act.
- b) The expression Estate Officer' shall mean a person appointed by the Authority under clause (i) 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 Urban Development Authority and relations to any matter or anything contained in or arising out of these presents every person duly authorised to act or to represent the Haryana Urban Development Authority in respect of such matter or thing.

Original

Estate Officer,
HUDA, Bahadurgarh

Attached to be true copy

[Signature]
Assistant Engineer
Civil Sub-Division-
Housing Board Haryana
BAHADURGARH

d) The expression 'Transferee' used in these presents shall include in addition to the said SL. Om Parkash Jain their lawful heirs, successors, representatives, lessors, assigns 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 date hereinafter in each case specified.

Signed by the said SL. Om Parkash Jain
at Bahadurgarh on the _____
(Transferee) 23rd day of April 1996
in the presence of

Witnesses:

1. Name Mani Ram Sharma
Residence 2/ Arge Samrat Gali
Occupation B. G. Ch.

Original
Signature of Transferor
Mani Ram Sharma
Signature

2. Name Amit Grewal
Residence Shop No 57 Anand Mandi
Occupation B. G. Ch.

Amit
Signature

Signed for and on behalf of the Haryana Urban Development Authority and setting under his authority.

at Bahadurgarh the 23rd (Estate Officer)
day of April 1996

In the presence of witnesses

1. Name. Balbir Singh
Residence 4/0 E.O. Road B/Gali
Occupation Service

Signature
Estate Officer,
HUDA Bahadurgarh

2. Name Rajesh Kumar
Residence RAJESH KUMAR
Occupation clerk

Signature
true copy

Signature
Assistant Engineer
Civil Sub Division
Housing Board Haryana
BAHADURGARH

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