

24007

# भारतीय गैर न्यायिक भारत INDIA

रु. 500

FIVE HUNDRED  
RUPEESपाँच सौ रुपये  
INDIARs. 500  
ICIAL

हरियाणा HARYANA

Sharwan Kumar

A 200752

Notary Public, Faridabad

Stamp Rs. 1600/-

Stamp Sr. No. 3/00 dated 27.12.2007

Issued by stamp vendor, Faridabad

## DEED OF CONVEYANCE OF BUILDING / SITE SOLD BY ALLOTMENT.

This Deed of Conveyance made the \_\_\_\_\_ day of \_\_\_\_\_ between the Haryana Urban Development Authority acting through The Estate Officer (hereinafter called the Vendor) of the part and Shri V.K. Malik son of late Shri Raghu Nath Rai, resident of House No. 1279 Sector 15, Faridabad (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 the full proprietary rights:

AND WHEREAS the vendor has sanctioned the sale of the said site to the Transferee in pursuance of his application dated \_\_\_\_\_ made under sub-rule (1) of Regulation (5) of the Haryana Urban Development Authority (Disposal of Land & Building) Regulations, 1978 (hereinafter referred to as the said regulations); to be used as a site for residential purpose in the Urban area of Faridabad.

AND WHEREAS the Vendor has fixed the tentative price of the said land sold by allotment of Rs. 1985/- (Rupees Nineteen Thousand Eight Hundred and Fifty only).

Contd...2

3100  
22/12/07

Conveyance Recd  
Slr :- E.O. HUDA, FBD

प्रलेख नः 24007

दिनांक 31/01/2008

होड संबंधी विवरण  
Faridabad

होड का नाम CONVEYANCE WITH IN MC AREA  
तहसील/सब-तहसील फरीदाबाद  
गांव/शहर फरीदाबाद

घन संबंधी विवरण

राशि जिस पर स्टाम्प ड्यूटी लगाई 19,838.00 रु में  
स्टाम्प ड्यूटी की राशि 1,600.00 रुपये  
रजिस्ट्रेशन फीस की राशि 100.00 रुपये  
पेस्टिंग शुल्क 3.00 रुपये

Drafted By: Self

यह प्रलेख आज दिनांक 31/01/2008 दिन गुरुवार समय 11/11 बजे श्री/श्रीमती/कुमारी E.O. HUDA  
पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी DO. निवासी Fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री E.O. HUDA

Joint Sub Registrar  
FARIDABAD

उपरोक्त विवेका य श्री/श्रीमती/कुमारी V.K. Malik केत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर  
तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Suresh Khanna पुत्र/पुत्री/पत्नी श्री ADV  
निवासी D.Courts Fbd य श्री/श्रीमती/कुमारी Ashok Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी C.D. Malik निवासी SE&A NIT Fbd  
ने की।  
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 31/01/2008

Joint Sub Registrar  
FARIDABAD  
फरीदाबाद 511108

Revenue Department, Faridabad

HARIS-EX

SURESH KHANNA  
ADVOCATE  
DISTT COURTS FARIDABAD

ASHOK KUMAR MALIK  
S/O SHRI C.D. MALIK  
BPS/E/8-A, N.I.T. FARIDABAD



भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED  
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पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

हरियाणा HARYANA

A 200753

2

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

AND WHEREAS the Transferee, sold land by allotment, has paid the tentative price and agrees to pay the additional price in the manner hereafter appearing

NOW, THEREFORE, this deed Witnesses that for the purpose of carrying into effects the said sale and in consideration of the covenants of the Transferee hereinafter contained and the said sum of Rs. 198381 (Rupees One Lakh Ninety Eight Thousand Three Hundred Eighty One 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 installments with interest as may be determined by the Chief Administrator, the Vendor hereby grants and conveys into the Transferee all the piece and parcel of residential property/Plot No.680 Sector-21-A, Faridabad measuring 520.833 sq.yds. and more particularly described in the plan filed in the Office of The Estate Officer, signed by The Estate Officer, Drawing No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called the said land).

Contd...3



भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED  
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INDIA NON JUDICIAL

हरियाणा HARYANA

A 200754

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

1. The Transferee shall have the right, 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. That the Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price and the 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. The Estate Officer while granting such permission may impose such conditions as may be decided by the Chief Administrator, from time to time.

Contd'...4

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

हरियाणा HARYANA

A 525998

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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 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 convenience 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 payments the occupation by him of the surface and for the damages done to the surface or building on the said site by such works and workings or letting down as may be agreed upon between the vendor and the Transferee on failing such agreement as shall be ascertained by reference to Arbitration.

4. The transferee shall pay all general and local taxes, rates or ceases 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 and regulations.

Contd'...5



Provided that the time limit for construction may be extended on the Estate Officer in case the failure to complete to building by the stipulated date was due to reasons beyond the control of the transferee.

6. The transferee shall not erect any building for make any addition, alteration, without prior permission of the Estate Officer. No fragmentation of any land or buildings shall be permitted.
7. The vendor may by his officer and servants at all reasonable time and in a reasonable manner after twenty four hours notice in writing enter in and upon any part of the land or building erected thereon for the purpose of ascertaining the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.
8. That the vendor shall have full rights, power and authority at all the times to do through officers or servants all acts and things which may be necessary or expeditions for the purpose of enforcing compliance with all or any of the terms and conditions and reservations 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 in any way relating thereto.

Contd...6

9. The transferee shall not use the said site for any purpose other than that for which it has been sold nor shall he use the building constructed on it for a purpose other than that which it has been constructed except in accordance with the rules and regulations made under the Haryana Urban Development Authority, Act 1977 (hereinafter referred to as the Act.)
10. That the transferee shall accept and obey all the rules and regulations and orders made or issued under the Act.
11. In the event of non-payment of the additional price within the fixed period by the transferee or in the event of breach of any other condition of sale. The Estate Officer, may imposed a penalty or resume the land or both in accordance with the provisions of the Act and the rules and regulations made there-under.

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 thereon or any part thereof, to possess retain and enjoy the same as to his former estate and the transferee shall not be entitled to refund of the sale price or any part thereof or any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act

Contd...7

12. All the disputes and differences arising out of or in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator of The Chief Administrator or acting as such at the time of reference. 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 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 matter in the dispute or difference. The decision of such arbitrator shall be final and binding on the parties to this deed.

If and so long as the 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 rightly 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 "THE Chief Administrator" shall mean the Chief Administrator of the Authority, as defined in clause (e) of the section (2) of the Act.

Contd'...8



..8..

- b. The expression "Estate Officer" shall mean a person/appointed by the Authority under clause (d) 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 increase in addition to the Haryana Urban Development Authority and in relation 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 :
- d. The expression "Transferee" used in these presents shall include, in addition to the said Shri V.K.Malik,his/her lawful heirs, successors, representatives, lessees and any person or persons in occupation of the said land or building erected thereon with the permission of Estate Officer.

Contd'...9

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 Shri V.K.Malik  
at \_\_\_\_\_ on the \_\_\_\_\_  
day of \_\_\_\_\_

(transferee)

In the presence of Witnesses: -

1. Name : SANDHIR MALIK  
Residence : 1279, Sector-15 Faridabad.  
Occupation : Business
2. Name : Gaurav Gandhi  
Residence : 3-D/24 F.B.D  
Occupation : Service



::10::

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

at \_\_\_\_\_ on the \_\_\_\_\_

day of \_\_\_\_\_

(ESTATE OFFICER)

In the presence of Witnesses: -

1. Name Rishi Lal Singh  
Residence 27 - HUDA PHD  
Occupation 27 - HUDA PHD
2. Name Tarika Singh  
Residence 27 - HUDA PHD  
Occupation 27 - HUDA PHD

Reg. No. 24007 Reg. Year 2007-2008 Book No. 1



विक्रेता



क्रेता



गवाह

प्रमाणित

E.O. HUDA

क्रेता

V.K. Malik

गवाह 1:- Suresh Khanna

गवाह 2:- Ashok Kumar

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 24,007 आज दिनांक 31/01/2008 को बही न: 1 जिल्द न: 0 के पृष्ठ न: 4 पर पंजीकृत किया गया तथा इसको एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 0 के पृष्ठ सख्या 43 से 45 पर बिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 31/01/2008

Print: Sub Registrar  
PARLIWADA पंजीयन अधिकारी