

# **HUDA**

## **HARYAN URBAN DEVELOPMENT AUTHORITY**

### **BUILDING BYE LAWS**

#### **INDEX**

- 1. BUILDING REGULATIONS**
- 2. POSSESSION OF PLOT**
- 3. HUDA (Erection of building) amendments regulations 2008** new
- 4. Guide Lines regarding Registration of Independent Floor (March 2009)** new

## 1. BUILDING REGULATIONS

Haryana Urban Development Authority is a prime agency of the State Government engaged in the planned development of urban areas in the state. It undertakes development of land after the same is acquired by the Govt. of Haryana through its Urban Estates department for specific land uses, like residential, Commercial and Industrial etc. in accordance with the provisions of the Development Plans of a particular area.

The Development Plans are prepared and published by the Director Town & Country Planning Haryana , in exercise of the powers conferred by Sub-Section 7 of section 5 of the Punjab Scheduled Roads and Controlled areas ( Restriction of Unregulated Development ) Act, 1963.

After acquisition of land, a layout plan is prepared on the basis of a plane table survey of the acquired land, and in accordance with the norms & standards evolved by HUDA for providing a congenial living environment.

For the purpose of ensuring health and safety of the allottees and for proper aesthetics and a desirable street picture, Haryana Urban Development Authority( Erection of Buildings) Regulations, 1979 have been framed, which besides other design / Structural requirements, specify the proportion of the site which may be covered with building, F.A.R., Max. height etc. in the case of different types of buildings.

### 1. INDUSTRIAL

Maximum permissible coverage on ground	Maximum permissible floor area ratio	Maximum height of the industrial building
60 percent of area of the site	125 per cent	21 meters

### 2. INFORMATION TECHNOLOGY INDUSTRY

Maximum coverage on ground (percentage of site area)	Maximum permissible floor area ratio (percentage)	Maximum height of building ( in meters)
40% for new units and 60% for existing industry converting into information Technology units.	250	30

### 3. INSTITUTIONS AND OTHER PUBLIC BUILDINGS

Area of Plot	Maximum permissible coverage on ground floor	Maximum permissible F.A.R
upto 10,000 Sq. mtrs.	33% of the area of the plot	150%
Above 10,000 Sq. mtrs.	25% of such additional plot	150%

#### 4. RESIDENTIAL

##### (a) Permissible Maximum Coverage

Area of Site	Maximum permissible coverage on ground ( including ancillary and residential zone)	Maximum permissible coverage on the 1st floor
1. For the first 225 sq. mtrs. of the total area of the site	60% of the such portion of the site	55%
2. For the next 225 sq. mtrs., ie. portion of the area between 225 and 450 sq. mtrs.	40% of such portion of the site	35%
3. For the remaining portion of the site . i.e., for the portion of the area exceeding 450 sq. meters.	35% of such portion of the site	25%

##### (b) Permissible FAR and Maximum Height

Area of site / category of plot	Maximum permissible FAR	Maximum permissible Height
6 Marla	1.45	11 Mtr.
10 Marla	1.45	11 Mtr.
14 Marla	1.30	11 Mtr.
1 Kanal	1.20	11 Mtr.
2 Kanal	1.00	11 Mtr.

#### NORMS FOR DEVELOPMENT OF COOPERATIVE GROUP HOUSING SCHEME

i)	Building Zone	As shown on zoning plan of site allotted to cooperative society /organization
ii)	Set backs(including inter se-distances)	As per zoning plan or the BIS code as the case may be
iii)	Boundary wall/gate	To standard design as specified in zoning plan.
iv)	Max. permissible coverage on ground	33.33% of the site on ground and subsequent floors or 35% of the site on ground floor and 30% on subsequent floors.
v)	Max FAR	175% of the site area.
vi)	Population density	100 to 300 persons per acre @ 5 persons per dwelling unit.
vii)	Super area of general DUs	76 sq. mts. to 350 sq. mts.
	Super area of EWS dwelling unit	Upto 75 sq. mts.
viii)	Max height of building	The limit of the maximum height of the building has been removed. Above 30 mts height, clearance from National Airport Authority of India will be required. More than 60 mts height regarding structural stability, the clearance from the recognized institutions like ITTs, Punjab Engineering College (PEC), regional Engineering

		College/National Institute of technology etc. and for the fire safety clearance from institute of Fire Engineers, Nagpur will be required.
ix)	Covered parking	In addition to open parking provided, if any, the covered parking per dwelling unit shall be as follows:  Upto 75 sq. mts. = 06 sq. mts.  Above 76 sq. mts. = 35 sq. mts.
xi)	Parking under stilts and basement	Area under stilts and basement shall not be counted towards F.A.R.
xii)	Lifts and stairs	Building more than 15 mts. high shall have provision of adequate number of lifts as per BIS Building Code, in addition to stairs. For continuous running of lift system provision of power generator run on diesel/petrol or other such fuel shall be made. The height of the machine room of lift shall be sufficient to allow any portion of equipment to be accessible and removable for repair and replacement and shall be not less than 2.0 mts. from the floor or the platform of machine.
Xiii)	Ramps	Ramp shall be optional. If constructed in addition to the lifts and stair cases( as per NBC) will not be counted towards FAR subject to the condition that ground coverage shall not exceed 35% of the site.
xiv)	Basement	A four level basement is permitted within zoned area. About 15% zoned area may be reserved for generator set for the captive power generation and electrical sub station. This basement area is to be segregated from the main block of the building through a permanent wall. Rest of the area can be used for basement parking purposes only. Entry to the basement shall be from inside of the building 1.5 equivalent Car Space (ECS) for each dwelling unit will be required. Also minimum 75% of car parking is to be provided in the form of covered parking Basement shall not be counted in FAR and shall further be subjected to the restrictions stipulated in the zoning.
xv)	Meeting Place	Provision of 'meeting place' may be allowed within prescribed FAR and ground coverage not more than the size of one dwelling unit being constructed by the society/organization.
xvi)	Organized Children Park	At least equal to 15% of the area of site.
xvii)	Boosting of drinking	The group housing societies/organization shall be responsible for making arrangement for boosting of water for their group housing buildings for drinking and fire purposes. This shall include the construction of water storage tank at any level and on top of the building as per standard public Health Norms to be approved by Executive Engineer, HUDA.

	Water for upper floors	
xviii)	Provision of letter Boxes	Provision of letter boxes for each dwelling unit proposed in the scheme shall be made at ground floors at the entrance of their respective blocks.
xix)	Fire Safety	All buildings shall conform to the provision of part IV of the BIS (National Building) Code, and shall be provided with adequate arrangements to overcome fire hazards to the satisfaction of concerned authorities.
xx)	Building Regulations	HUDA (Erection of Buildings) Regulations, 1979 (as amended from time to time) shall apply. The provisions of BIS (National Building Code) shall apply wherever HUDA (Erection of Buildings) Regulations, 1979 and zoning clauses are silent on any aspect.

## 2. POSSESSION OF PLOT

For taking possession an application on plain paper is required to be submitted by the allottee duly signed by him/her. The allottee must ensure that all the outstanding dues have been paid. After verification of signatures of the allottee from the record, the possession of the plot is delivered to the allottee.

### ZONING PLAN REGULATIONS

For the construction of buildings on the allotted parcels of the land, HUDA has framed detailed Building Byelaws and Zoning plans. Zoning regulation gives specific information regarding the extent of land exploitation allowed on a particular piece of land depending on its land use (through F.A.R, ground coverage etc.) and also gives broad guidelines on the maximum height of building permitted, location and design of gates and boundary wall, exterior finishes and elevations etc. This ensures that minimum standards of aesthetics and urban design are maintained. Copy of Zoning Plans for each sector or institution can be obtained from the office of District Town Planner, concerned on payment of requisite fee.

#### → HOW TO GET BUILDING PLANS SANCTIONED?

The following documents are required to be submitted for sanctioning of building plan.:

- Four complete sets of drawings duly signed by the enlisted Architect and the owner. Two sets should be mounted on cloth.
- Form BR-I & II duly signed by the owner and the Architect.
- Copy of possession certificate.
- Scrutiny fee @ Rs. 10/- per sq.mt. (covered area) in shape of bank draft in favour of concerned Estate Officer, HUDA.
- Malba Fee/Security:
  - A. Residential Plots:**
    - (i) Upto 6 Marla Rs. 5,000/-
    - (ii) Above 6 Marla and upto 1 Kanal Rs. 10,000/-
    - (iii) Above 1 Kanal Rs. 20,000/-
  - B. Industrial, Institutional and Group Housing Plots:**
    - (i) Upto 1/4th acre Rs. 25,000/-
    - (ii) Above ¼ acre and upto 1 acre Rs. 50,000/-
    - (iii) More than 1 acre Rs. 1,00,000/-
  - C. Commercial:**
    - (i) Booths Rs. 10,000/-
    - (ii) SCOs/SCFs/DSS/ etc. Rs. 50,000/-  
(Governed by Architectural Control)
    - (iii) Others Rs. 1,00,000/-

**Note: For more details please see the policy section UB-II.**

#### → PRECAUTIONS WHILE DESIGNING/ PLANNING A HOUSE

The following precautions shall be observed while designing a house.

- Organization of various spaces as per orientation.

- Placement of habitable rooms/living room in such a way so that every compartment gets adequate light and ventilation.
- All the public health/electrical pipes should be properly concealed in walls to render the building good aesthetic appearance.
- Organisation of space should be done in such a way that there is a bare minimum space wastage in circulation.
- Sizes of various habitable rooms should be as per norms.
- The design of the house should be such that there should be a feeling of an intimacy to the dweller.
- The design of house should be such that it should cater all the requirements of the dweller.
- The treatment of outer façade should be done in such a way that there should be no seepage.
- While designing a house, the placement of columns/load bearing walls should be in such a way that it should require bare minimum steel, thus resulting into a great economy.
- While designing emphasize should be given to the maximum comforts in terms of Balconies and open terraces for using in summer and winter as the case may be.
- It is always better to provide terraces on the front to give a wider street picture.

→ **HOW YOU CAN GET DPC CERTIFICATE?**

An application on plain paper along with following documents is required to be submitted by the allottee:-

- Certificate from the Architect.
- Copy of possession certificate.
- Copy of sanctioned building plan.
- Copy of letter of allotment.

It may please be noted that it is mandatory to get this certificate when building reaches DPC level, otherwise heavy penalty is charged as per policy.

→ **HOW TO GET OCCUPATION/COMPLETION CERTIFICATE?**

The following documents are required for obtaining a completion certificate

- Copy of DPC certificate
- Report of Architect in form BR IV and V.
- Copy of Sanctioned plan.
- An affidavit regarding non commercial use of the plot in case of plots other than commercial.
- Copy of possession certificate
- Four photograph of building( front/ back/ toilet and kitchen)

→ **WHAT IS RENEWAL OF PART COMPLETION ?**

Some plot holders apply for and obtain part completion certificate after having constructed 25% of the permissible covered area/one living unit. The validity of the part certificate is only for six months. After expiry of six months it should be got revalidated otherwise part completion certificate will deemed to have expired. Plot holders who have not obtained revalidated part certificate, are required to do so without delay.

It may please be noted that w.e.f. 1.1.98, the minimum construction of a Residential plot has been fixed 25% of the covered area permissible on Ground Floor which includes one habitable room, a kitchen and a toilet.

### → HOW TO GET SEWERAGE & WATER SUPPLY CONNECTIONS?

- 1) The application for a water connection is to be made after the building plan is approved, on prescribed format. The documents as mentioned in the format are to be annexed duly attested. The form is to be signed by the owner and the licensed plumber, who shall do the plumbing work.
- 2) In case the road has to be cut to provide a connection to the site then the road cut charges have to be paid along with the application. Road cut charges are being charged @ Rs. 800/- per sqm. for internal C-road and @ Rs. 860/- per sqm. for B-road. (These are average rates and in some particular conditions the rates shall be increased on actual basis).

In addition to the above security and connection fee at the following rates is to be paid.

#### **Security for water and sewer connection**

1. Upto 4 Marla Rs. 200/-
2. Beyond 4 Marla upto 6 Marla Rs.300/-
3. More than 6 Marla but less than 10 Marla Rs. 400/-
4. 10 Marla Rs.500/-
5. Beyond 10 Marla Rs.1000/-
6. For Commercial Rs 2000/-
7. For Industrial and Institution
  - a) Upto 1Acre Rs. 2000/-
  - b) Above 1 Acre but upto 2.5 Acre Rs. 3000/-
  - c) Above 2.5 Acre Rs. 5000/-

#### **Water connection fee**

1. Rs. 500/- upto 10 Marla
2. Rs. 1000/- above 10 Marla
3. Rs. 1000/- for Institutional , Industrial and Commercial.

#### **Sewer connection fee**

1. Rs. 300/- upto 10 Marla
2. Rs. 500/- above 10 Marla
3. Rs. 500/- for Institutional , Industrial and Commercial.

Normally for a residential plots a 12mm connection is sufficient  
Normally water connection is sanctioned within 15 working days.

### → HOW TO GET ELECTRICITY CONNECTION?

Once the completion certificate is issued by the Estate officer, no time may be wasted in applying for permanent Electric connection, along with a test report on a prescribed form (available from Haryana Vidyut Parisar Nigam) duly signed by the registered Electrical contractor and along with an attested copy of occupation certificate issued by the Estate officer. Normally, the electric metal are not available with Nigam and the same are to be purchased by the house owner and handed over for testing to UHVNL/DHVNL. The testing process may take time and it should, therefore, be applied for as early as possible.

**Note:** There is an other option for construction of buildings in the form of self certification procedure. Which is applicable on residential plots( except group housing ) , industrial and commercial building governed by architectural control. The policy in detail can be seen on the home page under the head "**public notice - self certification policy of building plans** " .

**HARYANA URBAN DEVELOPMENT AUTHORITY**

**Notification**

The 11/12<sup>th</sup> December 08

No. Auth-2008/4205 . -- In exercise of the powers conferred by clause (d) of section 54 of the Haryana Urban Development Authority Act , 1977 ( Act 13 of 1977) and with the prior approval of State Government conveyed vide memo. no. 7/5/2006-2TCP dated the 02.12.2008, the Haryana Urban Development Authority hereby makes the following regulations further to amend the Haryana Urban Development Authority (Erection of Buildings) Regulations, 1979, namely:-

1. These regulations may be called the Haryana Urban Development Authority (Erection of Buildings) Amendment Regulations, 2008.
2. In the Haryana Urban Development Authority (Erection of Buildings) Regulations, 1979 (hereinafter called the said regulation), in Part III, in Regulation-13, in para (a),-
  - I. under heading “(i) RESIDENDIAL”, under sub-heading “Permissible FAR and Maximum Height:”, before the first proviso, for the existing para and the table, the following para and the table shall be substituted namely:-

“The maximum permissible FAR and maximum permissible height on a plot of the size mentioned in column 1 of the table given below shall be as shown in columns 2 and 3 respectively:-

Site/category of plot	Maximum permissible FloorArea Ratio (in percentage)	Maximum permissible height (in meters)
(1)	(2)	(3)
6 Marla	145	12
10 Marla	145	12
14 Marla	130	12
1 Kanal	120	12
2 Kanal	100	12.”;

- II. under the last para, the following provisos shall be added at the end, namely:-

“Provided that the maximum height of main building portion as well as in the ancillary portion in residential plots shall be 12.0 meters excluding the height of parapet. However, no change in the height shall be allowed on the plots which are governed by frame control. Also, in those residential plots in which the ancillary portion is up to the rear boundary wall, the height of portion beyond main building zone shall be 5.0 meters only.

“Provided further that the maximum plinth height allowed in residential plots shall be 1.2 meters. Construction of plinth above 1.2 meters shall not be compounded. In case of residential plots, governed by frame controls, the maximum plinth level shall be 0.45 meter or as kept in that row of plots by the Estate Officer with reference to slope of road. Ventilator/light for basement can be kept by sunken courts in front/ rear set backs subject to public health approval by the Estate Officer prior to construction.”

3. In the said regulations, in regulation 20, after first proviso, the following provisos shall be added at the end, namely:-

“Provided further that over the front boundary wall of residential plots of Authority, above the permitted height of 3 feet 11 inches, railing/grille with poly carbonate/ fibre glass sheet covering of 2 feet 6 inches height shall be permitted. In case of rear boundary wall, beyond already permitted height of 6 feet (1.8 meters), railing/grilles of 2 feet 6 inches height with poly carbonate/ fibre glass sheet covering shall be permitted:

Provided further that the maximum width of gate shall be 3.50 meters:

Provided further that temporary porches of polycarbonate sheets/ fibre glass roof coverings on mild steel frames, shall be allowed in residential plots with the condition that these shall be open on sides in the driveway area within the plot. However, un-aesthetical structures with permanent material/tin/asbestos roofing shall not be allowed:

Provided further that bay windows in plots of 10 marla and above sizes of plots shall be allowed with the condition that such windows shall be kept free from any construction till at least 2 feet above plinth level. The maximum projection allowed in such windows shall be 2 feet 6 inches.”.

4. In the said regulations, in regulation 32, the following provisos shall be added at the end, namely:-

“Provided that service stair in addition to main stair case shall be allowed. However, in case a spiral stair case is to be used as main stair case the width of tread shall not be less than 9 inches on any portion. In case, spiral stair case is to be used as a service stair case, the width of stair way shall not be less than 0.84 meters (2 feet 9 inches):

Provided further that lifts shall be permitted in residential plots. The height of lift room shall be exempted from the total height of the building, as per the provisions of National Building Code.”.

-sd-

T. C. Gupta  
Chief Administrator  
Haryana Urban Development Authority,  
Panchkula.

## हरियाणा शहरी विकास प्राधिकरण अधिसूचना

दिनांक-11/12.12.2008

संख्या अथो./2008/42045.- हरियाणा नगरीय विकास प्राधिकरण अधिनियम, 1977 (1977 का अधिनियम 13) की धारा 54 के खण्ड (घ) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुए तथा उनके यदि क्रमांक 7/5/2006-2टी.सी.पी. दिनांक 02.12.2008 द्वारा सूचित राज्य सरकार के पूर्व अनुमोदन से हरियाणा नगरीय विकास प्राधिकरण, इसके द्वारा हरियाणा नगरीय विकास प्राधिकरण (भवन निर्माण) विनियम, 1979 को आगे संशोधित करने के लिए निम्नलिखित विनियम बनाते हैं, अर्थात् :-

1. ये विनियम हरियाणा नगरीय विकास प्राधिकरण (भवन निर्माण), संशोधन विनियम, 2008 कहे जा सकते हैं।
2. हरियाणा नगरीय विकास प्राधिकरण (भवन निर्माण) विनियम, 1979 में विनियम, 13 में, भाग III में, (i) “आवासीय” शीर्ष के नीचे, “अनुज्ञेय फर्श क्षेत्र अनुपात और अधिकतम ऊँचाई” के बाद, उप-शीर्षक में विद्यमान पैरा तथा तालिका के स्थान पर निम्नलिखित पैरा तथा तालिका प्रतिस्थापित की जायेगी अर्थात्:-

“नीचे तालिका (1) में वर्णित एक आकार के भूखण्ड पर अधिकतम अनुज्ञेय फर्श क्षेत्र अनुपात और अधिकतम अनुज्ञेय ऊँचाई क्रमशः खाना 2 तथा 3 में दर्शाए गये अनुसार होगी ।

भूखण्ड का प्रवर्ग/स्थल	अधिकतम अनुज्ञेय फर्श क्षेत्र अनुपात (प्रतिशत में)	अधिकतम अनुज्ञेय ऊँचाई (मीटरों में)
(1)	(2)	(3)

6 मरला	145	12
10 मरला	145	12
14 मरला	130	12
1 कनाल	120	12
2 कनाल	100	12.”.

(ii) अन्तिम पैरा के नीचे, अन्त में, निम्नलिखित परन्तुक जोड़े जाएँगे अर्थात्:-

परन्तु आवासीय भूखण्डों में मुंडेर की ऊँचाई को छोड़कर मुख्य भवन तथा इसके सहायक भाग की अधिकतम ऊँचाई 12 मीटर होगी । यद्यपि ऊँचाई में कोई भी परिवर्तन भूखण्ड जो द्वांचागत नियन्त्रण द्वारा शासित है पर अनुज्ञात नहीं होगा ।

उन आवासीय भूखण्डों में भी जिनके मुख्य भवन का सहायक भाग पिछली सीमा दीवार तक है, मुख्य भवन क्षेत्र के अतिरिक्त भाग की उँचाई केवल पांच मीटर होगी।

परन्तु यह और कि आवासीय भूखण्डों में अधिकतम पलिनथ उँचाई 1.2 मीटर अनुज्ञात होगी। 1.2 मीटर उँचाई से ऊपर पलिनथ का निर्माण कम्पाउंड नहीं होगा। ढांचागत नियन्त्रण में निर्दिष्ट आवासीय भूखण्डों के मामले में सड़क के ढलान के संदर्भ में सम्पदा अधिकारी द्वारा उस पर्वत में रखे गये भूखण्डों का अधिकतम पलिनथ स्तर 0.45 मीटर होगा। तहखाने में हवा/रोशनी के लिए अगले तथा पिछले निर्धारित खुले भाग में निर्माण से पूर्व सम्पदा अधिकारी द्वारा जन-स्वास्थ्य के अनुमोदित के अध्याधीन संकन कोर्ट रखे जा सकते हैं। ”।

3. उपरोक्त विनियमों में, विनियम 20 में, प्रथम परन्तुक के बाद अन्त में, निम्नलिखित परन्तुक जोड़े जायेंगे अर्थात्:-

“परन्तु यह और कि प्राधिकरण के आवासीय भूखण्डों की अगली सीमा दीवार 3 फुट 11 इंच अनुमत उँचाई से उपर बहु-कार्बोनेटी फाइबर ग्लास शीट से ढकी 2 फुट 6 इंच उँची रैलिंग/ग्रिल अनुमत होगी। पिछली सीमा दीवार के मामलों में 6 फुट 1.8 मीटर अनुमत उँचाई के अतिरिक्त बहु-कार्बोनेटी फाइबर ग्लास शीट से ढकी 2 फुट 6 इंच रैलिंग/ग्रिल अनुमत होगी:

परन्तु यह और कि प्रवेशद्वार की अधिकतम चौड़ाई 3.50 मीटर होगी:

परन्तु यह और कि आवासीय भूखण्डों में इस्पात ढांचे पर बहु-कार्बोनेटी फाइबर ग्लास शीट से बनी अस्थायी पोर्च इस शर्त के साथ अनुज्ञेय होगी कि भू-खण्ड के प्रवेश क्षेत्र की तरफ खुली होगी। यद्यपि, स्थाई निर्माण सामग्री/टीन/एसबोटोस छतों से बनी असौन्दर्यपरक पोर्च का निर्माण अनुज्ञात नहीं होगा :

परन्तु यह और कि 10 मरला भूखण्डों तथा इस से अधिक भूखण्डों के आकार में बे-खिड़की इस शर्त के साथ अनुज्ञात होगी कि ऐसी खिड़की पलिनथ स्तर से उपर कम से कम 2 फुट तक किसी भी प्रकार के निर्माण से स्वतन्त्र रखी जाएगी। ऐसी खिड़कियों में अधिकतम 2 फुट 6 इंच का छज्जा अनुज्ञात होगा। ”।

4. उक्त विनियमों में, विनियम 32 में, अन्त में निम्नलिखित परन्तुक जोड़े जायेंगे, अर्थात्:-

“परन्तु मुख्य सीढ़ियों के अतिरिक्त सहायक सीढ़ी अनुज्ञात होगी। यद्यपि, घुमावदार सीढ़ियों का प्रयोग मुख्य सीढ़ियों के तौर पर किये जाने की स्थिति में ट्रेड की चौड़ाई किसी भी भाग में 9 इंच से कम नहीं होनी चाहिये। यदि घुमावदार सीढ़ियों का प्रयोग सहायक सीढ़ियों के तौर पर किया जाता है तो सीढ़ियों की चौड़ाई 0.84 मीटर (2 फुट 9 इंच) से कम नहीं होनी चाहिये:

परन्तु यह और कि आवासीय भूखण्डों में लिफ्ट अनुमत होगी । राष्ट्रीय भवन निर्माण नियम के उपबन्धों के अनुसार लिफ्ट कक्ष की ऊँचाई भवन की कुल ऊँचाई से छूट प्राप्त होगी । ” ।

(टी.सी.गुप्ता)  
मुख्य प्रशासक  
हरियाणा शहरी विकास प्राधिकरण

From

Chief Administrator,  
Haryana Urban Development Authority,  
Sector-6, Panchkula.

To,

1. All the Administrators of HUDA in the State.
2. All the Estate Officers of HUDA in the State.

Memo. No. A-PHK-UB-I/2009/6552-83      Dated: 13.03.2009

**Subject: Guidelines regarding registration of 'Independent Floors'.**

As a follow up to the decisions taken in the meeting held under the Chairmanship of Hon'ble Chief Minister, Haryana on 11.11.2008 regarding registration of 'Independent Floors', following guidelines for registration of 'Independent Floors' have been formulated and got approved from the Competent Authority:-

**1. APPLICABILITY OF FLOOR WISE REGISTRATION:**

Registration of independent floors shall be allowed in case of residential plots in HUDA Sectors. In case of built up property situated in existing sectors (where owner has applied for/obtained occupation certificate prior to the date of issuance of these guidelines) registration of independent floors shall be allowed only in case of buildings constructed on the plots of 180 Sq. yards or above area. However, in case of vacant plots in old sectors as well as all residential plots in new sectors, there shall be no restriction regarding size of plots that can have multiple owners floor-wise.

**2. PARAMETERS FOR FLOOR WISE REGISTRATION OF BUILDINGS:**

- (i) Every building subject to the provisions of HUDA Act 1977, rules and regulations framed there under can have a separate and independent unit on each floor. Each such dwelling unit shall be designated as 'Independent Floor'. Each 'Independent Floor' shall be recognized as a distinct, identifiable property with a separate identification number, to which the owner shall have title alongwith proportionate rights in the declared common areas and

common facilities, rights of access, easements and other ownership rights as well as the right to use, transfer or dispose-off the property in accordance with the applicable law and rules.

- (ii) Owner of each 'Independent Floor' shall be entitled to separate utility connections such as water supply and electricity subject to building regulations/rules of Power Utilities.
- (iii) The basement, if any, allowed in a residential building shall not constitute a separate sub division/floor. The basement shall form a part of the 'Independent Floor' at ground level. However, in case owners of different 'Independent Floors' in a building intend and agree to use basement as a common area for facilities such as parking or other plant and equipment required for different floors in the building, they may have undivided proportionate rights in the basement.
- (iv) The garage, servant quarters, store, open spaces etc. constructed at ground floor forming part of the buildings ancillary to the main residential building shall not form a separate sub division and shall form part of the ground floor only.
- (v) No increase in maximum permissible FAR will be allowed. However, the owner shall have an option to distribute the maximum permissible coverage equally on all the floors.
- (vi) No sub division of plot and vertical divisions of buildings shall be allowed.
- (vii) Disputes, if any, shall be limited to the agreement partners and HUDA shall not be a party. No claim shall be leviable against HUDA by any of the parties for non-construction.

### **3. ELIGIBILITY CRITERIA & OTHER CONDITIONS:-**

3.1 Only such owners shall be eligible to transfer the floor-wise ownership of his/her building:

- i) Who has completed all the three floors as per approved building plans/building bye laws and obtained occupation certificate thereof from the competent authority,

OR

Who has got approved the building plans for all floors and submits a joint undertaking by the transferee/transferors in the form of an affidavit that they mutually agree to complete construction of their respective floors, as per approved plan, within a reasonable specified period, can be allowed to transfer floor wise ownership rights. This agreed reasonable period shall be clearly mentioned in the re-allotment letter as well conveyance/sale deed.

- ii) Who has paid full cost of the plot to HUDA, including enhanced compensation, and got the conveyance deed/sale deed, as the case may be, executed & registered, in his/her favour.
  - iii) There are no dues/arrears in respect of his/her plot.
  - iv) That there is no misuse of the site/building.
  - v) That the owners of 'Independent Floors' in a building shall make adequate arrangement for parking of their vehicles within their premises and shall not misuse road/public property for parking in any manner what so ever.
- 3.2 Any two 'Independent Floors' can be jointly allowed to be transferred provided the ownership of both the floors is being transferred to one person.
- 3.3 In case the building is not constructed and floor wise building plans are approved as per clause 3(b), then the transferees/owners of different floors shall be liable to make the following payments as & when and in the manner demanded by the Authority:
- i) Enhanced compensation demanded after execution of the conveyance deed/sale deed.
  - ii) Extension fee - to be recovered in the percentage of coverage under his/her ownership or on fixed percentage decided by the transferors/transferees through a joint undertaking in the form of an affidavit.
  - iii) Compounding fee will be paid by the owner of each floor as levied by HUDA.

#### **4. PROCEDURE FOR TRANSFER OF OWNERSHIP OF FLOORS.**

4.1 The present owner/allottee shall make an application on the prescribed Performa to the concerned Estate Officer, HUDA for granting permission to transfer

the ownership of 'Independent Floor'. The request shall be accompanied by the following information/documents:

- i) The area/floor proposed to be transferred alongwith details of Common areas and common facilities duly defined on the prescribed format(s) and further shown and marked on the approved building plan.
- ii) Administrative Charges of Rs. 10,000/-(Ten thousand only).
- iii) Original allotment letter.
- iv) A copy of the approved building plan.
- v) A copy of the occupation certificate (in case of constructed building).
- vi) Photographs of the existing building from all corners.

4.2 The Estate Officer shall, if he is satisfied with the completion and correctness of information provided with the declaration and after having the building inspected, if necessary, upon fulfillment of required formalities and payment of fee shall grant permission to transfer the ownership of floor, subject to the following terms and conditions:

- i) The transferee shall get a sale deed of the respective 'Independent Floor' executed /registered in his/her favour with respective Sub-Registrar and shall submit a certified copy thereof with the Estate Officer, HUDA concerned.
- ii) The Indemnity Bond by the owner/transferor on the Performa No.....I.F.-1.
- iii) An affidavit from the transferee on the Performa No.....I.F.-2.
- iv) To deposit the arrears payable if any.

4.3 The above documentation/formalities shall be completed by the transferor and transferee both within a period of 90 days to be reckoned from the date of issuance of permission to transfer failing which the permission to transfer shall stand withdrawn and the owner shall have to apply afresh. The administrative charges deposited alongwith the earlier request shall stand forfeited.

4.4 Thereafter, on fulfillment of required formalities and documentation by the transferor and transferee, transfer of ownership as an apartment by the Estate Officer HUDA concerned under these rules shall be accorded by way of a fresh letter

of allotment in favour of transferee and also in favour of transferor in supercession of the previous letter of allotment.

4.5 Such letter of allotment shall recognize the ownership of the 'Independent Floor' as the owner thereof, who shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment , as the case may be, even though no specific mention may have been made therein. Each 'Independent Floor' after it has been transferred as an apartment by the concerned Estate Officer, HUDA shall be sole and exclusive property of the declared owners. Such owners shall be fully and exclusively responsible and liable for complying with all provisions of the HUDA Act 1977, rules & regulations framed there under and covenants of the allotment letter and conveyance deed pertaining to the site or the building, and also to pay the enhancement in compensation, if any awarded by the court(s) in proportion to the percentage of total covered area available for construction on the floor under his ownership. The transferees/owners of all the 'Independent Floors' in a building can also pay the amount of enhancement in compensation on fixed percentage basis to be decided by the transferors/transferees through a joint undertaking in the form of an affidavit.

4.6 All these provisions of HUDA Act, rules and regulations framed there under from time to time and covenants shall apply, pari passu, to the apartments and to the owners thereof, as they did and would have, to the site of building and the owners thereof.

## **5. COMMON AREAS AND COMMON FACALITIES**

### **5.1 *Definition:***

*"Common Area and common facilities in relation to a residential building shall include the land covered by the building and all easements rights of access and other similar rights belonging to the land and the*

*building. The common structures such as foundations, columns, beams, supports, main valves, common roofs, corridors, staircase, fire escapes, entrances and exist of the building. Such parking areas, passages, driveways, gardens, storage space, spaces for security, as are required or specified for common use. Installations of common services such as power, light, gas, water, heating, refrigeration, air conditioning, sewerage , elevators, tanks, pumps, ducts and such other common facilities as may be prescribed from time to time. All other parts of the building and land necessary for maintenance, safety and common use."*

- 5.2 Every declaration for registration of 'Independent Floors' of a building shall contain the complete details regarding the common areas and common facilities. These may be used by all the owners and occupiers of the building equally and without hindrance, subject to reasonable restrictions to ensure privacy and common access to all owners and occupiers.
- 5.3 The owners of each 'Independent Floor' shall be entitled to the exclusive use and possession of the 'Independent Floors' as declared, and shall be entitled to ownership of such percentage of the un-divided interest in the common areas and common facilities as specified in the declaration. Such percentage shall be computed by taking as basis the value of the sub-division in relation to the value of the building.
- 5.4 The percentage of the un-divided interest of each 'Independent Floor' in the common areas and common facilities shall be a permanent character and shall not be altered without the written consent of all the owners to be obtained and filed before the concerned Estate Officer of HUDA.
- 5.5 The common areas and common facilities shall remain un-divided and no owner or occupier of any 'Independent Floor' or any person shall be entitled to seek a partition or division of any part thereof before the concerned Estate Officer, HUDA or when making changes or amendments to the building, or in any other proceedings before the

Chief Administrator, HUDA related to the building, without the written consent of all owners of the building.

- 5.6 Certain restricted common areas or restricted common facilities may be specified for use of some but not all the 'Independent Floors' and the owners and occupiers thereof.

A copy each of the following performas is enclosed:-

- |    |   |                |
|----|---|----------------|
| 1. | Application for Transfer of 'Independent Floor'.              | <b>IF-A</b>    |
| 2. | Indemnity bond by the transferor.                             | <b>IF-1</b>    |
| 3. | Affidavit by the transferee.                                  | <b>IF-2</b>    |
| 4. | Re-allotment letter.  | <b>IF-RA</b>   |
| 5. | Schedule-I: Description of each 'Independent Floor'.          | <b>IF-SI</b>   |
| 1. | Schedule-II: Schedule of Common Areas.                        | <b>IF-SII</b>  |
| 2. | Schedule-III: Schedule of Restricted Common Areas.            | <b>IF-SIII</b> |
| 3. | Schedule-IV: Schedule of Common Facilities.                   | <b>IF-SIV</b>  |
| 4. | Schedule-V: Schedule of Restricted limited Common Facilities. | <b>IF-SV</b>   |

In the meeting held on 11.11.2008 under the Chairmanship of the Chief Minister, Haryana, it was decided that in addition to the normal Stamp Duty, 1% extra Stamp Duly will be paid by the party desirous of registering the floor wise dwelling units through a separate challan. This 1% Stamp Duly will be paid by the treasury to the Municipal Committee/HUDA depending on where the property in question is located, for defraying the costs of additional external development that the Municipal Body/HUDA will have to incur due to the pressures on the Civic amenities that will arise due to extra persons living on the plotted areas. Accordingly the FCR, Haryana has separately been requested to issue necessary directions to all concerned so that this 1% extra Stamp Duty, in case of registration of 'Independent Floors' on the plots/property located in the Urban Estates of HUDA,

is paid by the treasury to the concerned Estate Officer of HUDA for the Urban Estate in which the 'Independent Floor' is located, on monthly basis.

You are requested to take necessary action as per above policy on the requests for transfer/registration of 'Independent Floors' and a monthly progress report indicating the applications received, permissions granted and no. of pending applications may be sent to this office by 7<sup>th</sup> of every month.

**(R.P.Gupta)**  
Administrator HQs,  
For Chief Administrator, HUDA, Panchkula.

Endst. No. A-PHK-UB-I/2009/ 6584-91

Dated: 13.03.2009

A copy is forwarded to the following for information and necessary action:-

1. The Chief Controller of Finance, HUDA, Panchkula.
2. The Chief Engineer, HUDA, Panchkula.
3. The Chief Engineer-I, HUDA, Panchkula.
4. The Chief Town Planner, HUDA, Panchkula.
5. The Legal Remembrancer, HUDA, Panchkula.
6. The Senior Architect, HUDA, Panchkula.
7. The Enforcement Officer, HUDA, Panchkula.
8. The Dy. ESA, HUDA, Panchkula.

**(R.P.Gupta)**  
Administrator HQs,  
For Chief Administrator, HUDA, Panchkula.

**Application for Transfer of 'Independent Floor'**

**IF-A**

To,

The Estate Officer,  
Haryana Urban Development Authority,  
\_\_\_\_\_.

**Subject: Transfer of Ground/First/Second floor of Plot/Building No.**  
**\_\_\_\_\_Sector\_\_\_\_\_Urban Estate**  
**\_\_\_\_\_.**

Sir,

I/We, Shri/Smt./Km. \_\_\_\_\_

S/o, W/o, D/o \_\_\_\_\_ Resident of \_\_\_\_\_ Se

ek permission to transfer Ground/First/Second floor of Plot/building No. \_\_\_\_\_ to Shri/Smt./Km. \_\_\_\_\_

S/o, W/o, D/o \_\_\_\_\_ Resident of \_\_\_\_\_.

i) Gender:  Male  Female

ii) Marital Status :  Married  Single

Widow/Widower

I hereby certify that:

- ⊛ The plot/'Independent Floor' was allotted/ transferred to me on\_\_\_\_\_.
- ⊛ \*Possession of the plot was taken over by me on\_\_\_\_\_.
- ⊛ \*The building plan of the proposed building was sanctioned by Estate Officer, HUDA vide memo no. \_\_\_\_\_ dated \_\_\_\_\_.
- ⊛ \*The building has been completed as per approved building plan.
- ⊛ \*The completion certificate of the building has also been issued by the Estate Officer, HUDA vide memo no. \_\_\_\_\_ dated\_\_\_\_\_.

\* Strike out if not applicable.

In case of allottee, please specify (√) relevant category under which the plot was allotted:-

(a) General	<input type="text"/>	(b) S.C./B.C.	<input type="text"/>
(c) War Widow	<input type="text"/>	(d) Defence/ Ex-Servicemen	<input type="text"/>
(e) Handicapped/ Blind	<input type="text"/>	(f) Oustees	<input type="text"/>
(g) Govt. Servant	<input type="text"/>	(h) Other (specify)	<input type="text"/>

**Size of Plot**

(i) As per Allotment letter	<input type="text"/>	Sq. mtrs
(ii) Possession Offered	<input type="text"/>	Sq. mtrs
(iii) Any incidental space allotted	<input type="text"/>	Sq. mtrs
(iv) Total Possession taken	<input type="text"/>	Sq. mtrs

1. The conveyance deed has been executed and registered with the Registrar on
2. The plot/'Independent Floor' is free from all encumbrances like mortgage, gift or transfer in any manner to anybody.
3. There is no dispute, litigation or court case/encroachment and misuse of plot/ 'Independent Floor' of any kind.
4. I/We further certify that nothing has been concealed in the above information. If, in future, it is found that the transfer has been effected on the basis of false information provided in this application, the transfer shall be deemed to be null and void and all the consequences of which (legal, financial etc.) shall be borne by me/us. In case Haryana Urban Development Authority suffers any loss on account of this transfer of as a consequence of this transfer, my/our property, my/our person, my/our legal heirs and successors shall be liable to make good the loss sustained by Haryana Urban Development Authority or its employees. In case any legal heirs or other persons shall make any claim regarding this plot, the litigation of the same will be defended by me/us and the loss suffered by Haryana Urban Development Authority will also be made good by me/us. I also undertake that disputes, if any, between the owners of all the 'Independent Floors' in this

building pertaining to use of common areas and common facilities, non-construction of 'Independent Floors' as per schedule mutually agreed to, payment of enhanced compensation or any other such disputes shall be limited to the owners of the 'Independent Floors' and no claim shall be leviable against HUDA by any of the parties.

Transfer fee of

Rs	Rupees
Figures	words

is attached as Bank Draft No./Dated

--

Yours Faithfully

Dated:

Place:

[Signatures/Name(S)]

**The application should be accompanied by:**

- (i) Original allotment letter/Re allotment letter.
- (ii) A copy of the approved building plan distinctly showing the area/floor proposed to be transferred alongwith details of Common Area and Common facilities/ Restricted Common area/facilities.
- (iii) A copy of the occupation certificate.
- (iv) Photographs of the existing building from all corners.
- (v) Schedule I to V for Common Area and Common facilities/ Restricted Common area/facilities
- (vi) Joint undertaking in the form of an affidavit regarding payment of enhanced compensation if it is to be paid on fixed %age basis by the owners of different floors in a building.
- (vii) Joint undertaking in the form of an affidavit regarding completion of construction of their floors in a specified/reasonable time period by the owners of different floors, where the building has not yet been constructed.

**IDEMNITY BOND BY THE TRANSFEROR**

**IF-1**

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

Whereas the Residential Plot number.....Sector..... Urban Estate  
..... measuring ..... was allotted/transferred to the Executant,  
and whereas the Executant, after getting the building plan sanctioned from the Competent  
Authority, has completed construction of all the three floors of the building thereon and  
obtained occupation certificate vide memo. no. ....dated..... or  
has got approved the building plans for all floors from Estate Officer,  
HUDA..... vide memo no.....dated.....

Whereas the Executant is desirous of getting property transferred on Ground floor/  
First floor/Second floor having a total covered area of ..... sq.mtr,  
alongwith the common area and common facilities as defined and annexed with his request  
dated.....,in the name of Sh./Smt./Km ..... S/o, W/o,  
D/o Sh.....Resident of.....  
.....

And whereas the Estate Officer, HUDA, ..... has asked the Executant to  
furnish indemnity bond for the transfer of the same.

**NOW THIS IDEMUNITY BOND WITNESSETH AS UNDER**

1. That the said transfer which is sought in the name of Sh./Smt./Km  
..... S/o, W/o, D/o Sh.....  
Resident of..... is  
a friendly/ family transfer and in case Haryana Urban Development Authority would suffer  
any loss on account of this transfer in his/her/their name, the Executant, his/her/ heirs,  
their property and his/her/their persons shall be liable to make good the loss which may be  
suffered by the Haryana Urban Development Authority, or its employees on account of this  
transfer.

2. That the legal heirs and successors of the Executant shall also be liable to  
make good the loss, if any, suffered by the Haryana Urban Development Authority.

3. That the legal heirs or other persons shall make any claim regarding this Residential plot, the litigation of the same will be defended by the Executant and the loss suffered by HUDA will also be made good by the Executant and his/her/heirs, their properties and persons.

4. That the transferor also hereby indemnifies Haryana Urban Development Authority of any disputes whatsoever between the Executant and the transferee(s) pertaining to use of common areas and common facilities, non-construction of independent floors as per schedule mutually agreed to or any other such disputes between the transferor and transferee(s).

IN THE PRESENCE of the following witness this indemnity Bond is signed at Panchkula on the day, month and year first above written in the presence of following witnesses.

Witness:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

EXECUTANT

**AFFIDAVIT BY THE TRANSFEREE**

I/We..... S/o, D/o, W/o..... Aged ..... years,  
 Resident of ..... do hereby solemnly affirm and declare as  
 under:

- 1) That I/We accept the allotment of 'Independent Floor' number \_\_\_\_\_ in the Residential building erected/to be erected on Plot no. \_\_\_\_\_ Sector \_\_\_\_\_, Urban Estate \_\_\_\_\_, having built up area of \_\_\_\_\_ sq. mtr. situated on Ground/ First/ Second floor of the said plot /building.
- 2) That I/ we further undertake to make payment of all the outstanding dues or such amount including enhancement compensation as may be due or become liable/due against this house, at later stage, either in proportion to the percentage of total covered area available for construction on each floor or on fixed percentage basic decided by the owners of all the 'Independent Floors' in the said building through a joint under taking attached in the form of an affidavit alongwith the transfer application.
- 3) I/We accept the terms and conditions of allotment of 'Independent Floor' situated in the above said plot and shall abide by the provisions of HUDA Act, 1977, rules and regulations applicable there under and as amended from time to time.
- 4) That I/We shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.
- 5) That I/We shall use the said house only for residential purpose and not for any other purpose except in accordance with any policy of HUDA.
- 6) That I/We shall pay the interest on the delayed payment of enhanced compensation as per policy of Authority or to be decided from time to time.
7. That I/We shall not raise any dispute in respect of any amount/interest paid by the transferor in respect of delayed payment of instalment/enhanced compensation/possession interest in respect of plot as per policy of Authority decided from time to time.
8. That /We shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained

in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.

Place :

DEPONENT

Dated :

VERIFICATION

Verified that the above contents of this affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. No part of it is false and correct.

Place :

DEPONENT

Dated:

**IF-RA**

To

Sh./Smt.....

.....

.....

No..... Dated:.....

PHOTO

**Subject: Re-Allotment of Ground/ First /Second floor of Plot/Building  
No..... Sector.....covered area ..... sq.  
mtr in U/E.....**

In furtherance to the permission to transfer of subject cited floor of building constructed/to be constructed on Plot No....., Sector....., Urban Estate.....issued vide memo no..... Dated..... and fulfillment of required formality by the transferor and an affidavit accepting the terms and conditions of permission to transfer and original allotment letter and upon production of certified copy of registered sale deed for the said 'Independent Floor' Now the said 'Independent Floor' on plot no.....Sector .....comprising of..... square meter covered area, is hereby re-allotted in your name. You will henceforth have to abide by the terms and conditions (stated below) of this allotment letter and the provision of Haryana Urban Development Authority Act, 1977 and the instructions/ guidelines and rules/ regulations applicable there under, and as amended from time to time.

1. That you shall be entitled to the exclusive use of the transferred area/floor and shall be entitled to ownership of such percentage of un-divided interest in the common areas and common facilities. You shall also be responsible to maintain and share the maintenance cost of these common area/services.

2. That you shall be liable to comply with all the provisions of the HUDA Act, 1977, rules and regulations framed there under. All the covenants and liabilities contained in the original allotment letter and in the conveyance deed pertaining to building or site, shall be construed to be contained in the subsequent letter of allotment, as the case may be, even though no specific mention may have been made therein.
3. That You shall have to pay any enhancement in the cost of land awarded by the Competent Authority under the land Acquisition Act as determined by the Authority, either in proportion to the percentage of total covered area available for construction on each floor or on fixed percentage basis decided by the owners of all the 'Independent Floors' in a building through a joint under taking attached in the form of an affidavit alongwith the transfer application. The additional price determined shall be paid within thirty days of its demand.
4. In case any payment is not made by the due date, then additional interest shall be added as per prevalent policy for the permitted period. Thereafter, resumption proceeding shall be initiated in accordance with the provisions of Section 17 of Haryana Urban Development Authority Act, 1977.
5. In the event of breach of any condition of transfer, the Estate Office may resume the land and building in accordance with the provisions of Section 17 of the Act.
6. You shall have no right to transfer by way of sale, gift mortgage or otherwise the plot/ building or any right, title or interest therein without the prior permission of the Estate Officer.
7. The 'Independent Floor' shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority. No obnoxious trade shall be carried out in or any land/building.
8. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the Competent Authority.

9. The Authority reserves to itself all mines and minerals what so ever in or under the said site with all such rights and power as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of site and to sink pits, erect buildings, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservation therein contained. Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and the damage done to the surface on building on the said land by such works or working or letting down as may be agreed upon between Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.
10. The Authority may by its officers and servants at all reasonable time and in reasonable manner after 24 hours notice in writing enter in and upon any part of the said land/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the condition to be observed under the rules/regulations applicable under the said Act.
11. The Authority shall have full right, power and authority at all time to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation imposed and to recover from you as first charges upon the said land/building the cost of doing all or any such act and things and all cost incurred in connection there with or in any way relating thereto.
12. All disputes and difference, arising out of or in any way touching or concerning this allotment what so ever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by

him. It will not be an objection to such appointment that the arbitrator appointed is a government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates and in the course of his duties, such Government Servant or officers as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such Arbitrator shall be final and binding on the concerned parties.

13. Disputes, if any, between the owners of all the 'Independent Floors' in this building pertaining to use of common areas and common facilities, non-construction of 'Independent Floors' as per schedule mutually agreed to, payment of enhanced compensation or any other such disputes shall be limited to the owners of the 'Independent Floors' and no claim shall be leviable against HUDA by any of the parties.
14. All payments shall be made by means of a demand draft payable to the Estate Officer, Haryana Urban Development Authority,..... drawn on any Scheduled Bank situated at .
15. You shall abide by the conditions of allotment of incidental open space, if any.
16. Penal interest at the rates as decided by the Authority from time to time will be charged if payment of enhanced compensation is not received in time.
17. If the allottee appoints any attorney he/she shall submit the certified copy of the registered attorney alongwith photograph and signatures of the allottee duly attested by the magistrate within a week from the registration of the deed by Regd. A/D post or in person.
18. You shall complete the construction of your 'Independent Floor' as per the schedule agreed by you in the joint undertaking submitted alongwith the transfer application.

Estate Officer,  
HUDA,.....

**SCHEDULE -I: Description of each 'Independent Floor'.**

(Attach one for each 'Independent Floor')

**1. LOCATION:**

- a) Floor of each 'Independent Floor':
- b) Identification Number allotted to 'Independent Floor':

**2. DECRPTION:**

- a) Covered area of each 'Independent Floor':
  - b) Open area of each 'Independent Floor':
3. Common facilities and Common area which abut the 'Independent Floor', or are enclosed within the 'Independent Floor':  
Percentage/Proportion of each 'Independent Floor' to the entire building:
4. Declared owners of each 'Independent Floor':
5. Colour of 'Independent Floor' on the building plan enclosed:
6. Remarks regarding boundaries of each 'Independent Floor':
7. Remarks regarding un constructed, open area forming part of each 'Independent Floor':
8. Remarks regarding common area/restricted common area forming part of each 'Independent Floor':
9. Remarks regarding common facilities/restricted common facalities forming part of each "Independent Floor':

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

Plot no. \_\_\_\_\_ Sector \_\_\_\_\_

Urban Estate \_\_\_\_\_

**SCHEDULE -II: SCHEDULE OF COMMON AREAS**

Sr. No.	Name	Description	Level/ Colour/ Boundaries on Plan	Arrangement/ liability for repair/ maintenance

Signature of All Declarants, i.e.  
Owners of all 'Independent Floors'  
of the building.

Plot no. \_\_\_\_\_ Sector \_\_\_\_\_  
 Urban Estate \_\_\_\_\_

**SCHEDULE –III: SCHEDULE OF RESTRICTED COMMON AREAS**

Sr. No.	Name	Description	Level/ Colour/ Boundaries on Plan	Arrangement/ liability for repair/ maintenance	Restrictions on use.

Signature of All Declarants, i.e.  
 Owners of all 'Independent Floors'  
 of the building.

Plot no. \_\_\_\_\_ Sector \_\_\_\_\_

Urban Estate \_\_\_\_\_

**SCHEDULE -IV:      SCHEDULE OF COMMON FACILITIES**

Sr. No.	Name	Description	Level/ Colour/ Boundary on Plan	Arrangement/ liability for maintenance and repair

Signature of All Declarants, i.e.  
Owners of all 'Independent Floors'  
of the building.

Plot no. \_\_\_\_\_ Sector \_\_\_\_\_

Urban Estate \_\_\_\_\_

**SCHEDULE -V:SCHEDULE OF RESTRICTED LIMITED COMMON FACILITIES**

Sr. No.	Name	Description	Level/ Colour/ Boundary on Plan	Arrangement/ liability for maintenance and repair	Restrictions on use.

Signature of All Declarants, i.e.  
Owners of all 'Independent Floors'  
of the building.