

**Punjab Urban planning and Development Authority,
Patiala**

(Allotment Letter)

(By Registered Post)

To

Smt. Sukhvirinder Kaur W/o
Sh. Tejpal Singh Gathua
#1217, Gade No: 12, Gaur Shank Nagar, Patiala.
147001

Memo No: P.U.D.A.-E.O./2016

Dated: 22/12/16

15410

Subject: Allotment of Residential Plot No. 122 Measuring 500 Sq. yard in General Category at Rajpura Colony, Patiala.

1 ALLOTMENT OF RESIDENTIAL PLOT

Reference to your Application no 2088 for allotment of residential plot in Rajpura Colony, Patiala and letter of intent issued vide No. 17862 Dated 14/11/15. Punjab Urban Planning & Development Authority, Patiala (herein after called the authority) is pleased to allot you residential Plot No. 122 Measuring 500 sq. yd. at Rajpura Colony, Patiala.

2 PRICE

The tentative price of plot is Rs. 1,10,00,000/- at the rate of Rs. 22,000/- Per Sq. Yard.

3 PAYMENT SCHEDULE AND FINANCIAL CONDITIONS:

- I. Payment of Rs. 27,50,000/- only made by you has already been adjusted towards initial 25% of the price of the plot.
- II. The balance amount of Rs 82,50,000/- being 75% of the tentative price of plot can either be paid in lump sum without any interest within 60 days from the issue of allotment letter (excluding date of issue) or in 6 equated half- yearly installments (with first installment falling due after one year from the date of issue of allotment letter) along with an interest @ 12% per annum as indicated in the schedule given in below:-

Sr. No.	No of Installments	Date of payment of Installments	Principal Amount	Interest	Total Amount
1	1 st	23/12/17	13,75,000/-	9,90,000/-	23,65,000/-
2	2 nd	23/06/18	13,75,000/-	4,12,500/-	17,87,500/-
3	3 rd	23/12/18	13,75,000/-	3,30,000/-	17,05,000/-
4	4 th	23/06/19	13,75,000/-	2,47,500/-	16,22,500/-
5	5 th	23/12/19	13,75,000/-	1,65,000/-	15,40,000/-
6	6 th	23/06/20	13,75,000/-	82,500/-	14,57,500/-
TOTAL			82,50,000/-	22,27,500/-	1,04,77,500/-

- III. In case balance 75% payment is made in lump sum within 60 days from the date of issue of allotment letter (excluding date of issue), a rebate of 5% shall be admissible on this amount. However, in case payment of amount due is made in lump sum subsequently at any stage, a rebate of 5% on the balance principal amount shall also be admissible.
- IV. The exact size of the plot and its dimensions are subject to variation as per actual measurement at the time of delivery possession of the plot. In case the actual area exceeds the area offered, the allottee would be required to deposit the price will be proportionality reduced.
- V. In case of enhancement of price of partly paid plots due to increase in area or for any other reason, the increased price shall be paid in lump sum without any interest within 60(sixty) days of such demand or in 3 (three) equated six monthly installments along with interest @12% per annum.
- VI. In case of fully paid plots, the enhancement of price due to any or all of the above reasons shall be paid within 60 days without payment of any interest of such demand of in three equal 6 monthly installments along with an interest @ of 12% per annum.
- VII. In case of reduction/increase in area, the excess amount/amount due shall be refunded/adjusted or added to the amount due as the case may be on pro-rata basis within a period of 60 days.
- VIII. All payments shall be made by a bank draft drawn in favour of Estate Officer, PUDA, Patiala payable at Patiala. Payments by cheque shall not be accepted. Details like plot number, area sector and urban estate should be indicated both in the forwarding letter and on the back of demand draft for avoiding any misuse. In case Particular bank has been authorized to receive the installments, the amount shall be deposited with the bank in the specified account.
- IX. No separate notice for payment of installment(s) shall be sent.
- X. Receipt in respect of all payments received through bank draft shall be issued within a period of 15 days.
- XI. In case any installment or part thereof is not paid by the due date, then without prejudice to any action under section 45 of the Punjab Regional and Town Planning and Development Act, 1995. The allottee shall liable to pay penalty on the amount due at the following rates for the delayed period.

Sr. No.	Delayed Period	Rate of Penalty
1	If the delay is upto a period of one year	Normal applicable rate of interest i.e. 12% + 3% p.a. for the delayed period.
2	If the delay is upto a period of two years.	Normal applicable rate of interest i.e. 12% + 4% p.a. for the delayed period.
3	If the delay is upto a period of three years.	Normal applicable rate of interest i.e. 12% + 5% p.a. for the delayed period.

Further provided, if the allottee fails to make the payment along with penalty, if any imposed by the Estate Officer within the given period then the plot shall be resumed in

accordance with the provisions of Punjab Regional and Town Planning and Development Act, 1995.

- XII. Before imposing penalty, Estate Officer will give notice and provide opportunity of being heard to the allottee and will pass an order in writing.
- XIII. The amount deposited by the allottee shall be adjusted in the manner that penal interest. If any, shall be deducted first then the interest amount and the remaining amount as principal.
- XIV. First installment will become due after one year from the date of issue of allotment letter (excluding date of issue).
- XV. In case of any advance payment which is not less than the next due installment then the remaining installments shall be rescheduled.
- XVI. No interest will be paid on any amount, whatsoever, deposited in advance with the authority.
- XVII. All applicable charges promulgated by Government of India or the State Govt. or any of their Statutory Authority or Local Government other than those for Change of Land Use and EDC will be payable over and above the consideration amount as and when due.
- XVIII. In case the site is allotted 'Free of Cost' or below the 'Collector Rate' and there is income tax liability of the Authority on this account, the same will be borne by the allottee and recovered from him.

4 POSSESSION AND OWNERSHIP

- I. The possession of the said plot shall be handed over to the allottee after the completion of the development works at the site or 18 months from the date of issuance of the allotment letter whichever is earlier. If possession is not taken by the allottee within stipulated period, it shall be deemed to have been handed over on the expiry of said date.
- II. The ownership of land shall continue to vest in the name of Punjab Urban Planning & Development Authority until the entire consideration money together with interest and any other dues, is paid in full to the Authority.
- III. The allottee shall execute a Deed of Conveyance in the prescribed form and in such manner as may be directed by the Estate officer, PUDA, Patiala within 3 (three) months of payment of the entire consideration money together with interest due to the Authority.

5 APPLICABLE BUILDING BY LAWS:

- I. Punjab Urban Planning and Development authority (building) Rules 2013, as amended from time to time shall be applicable for carrying out construction on the site.
- II. The allottee shall be allowed to undertake construction after getting the Building Plan etc. Approved from the authority. FAR ground coverage, setbacks, height of building and parking norms Etc. Shall be as per PUDA (building) rules.
- III. No fragmentation /Sub-Division of the site shall be permitted.

6. USAGE AND PERIOD FOR CONSTRUCTION:

- I. Site shall be used only for the purpose for which it has been allotted and not for any other purpose whatsoever and no change of land use shall be permitted.
- II. The plot is offered on "as is where is" basis and the Authority will not be responsible for leveling the site or removing the structures. If any, thereon.
- III. The allottee will have to construct the building within 3 (three) years from the date of possession. The period can be extended by the Estate Officer, PUDA, Patiala in the manner and on payment of such fee as fixed by the Govt.
- IV. The fee for the period of extension shall be paid by the transferee within a period of 30 days from of the order, made with regard thereof by the Estate Officer. Interest at the rate of 10% per annum compounded half yearly shall be charged from the allottee for delayed payment of extension fee. Provided that the period of thirty days may be extended by the Chief Admininstator, if he is satisfied on the request of the tranferee upto the period of six months from the date of request failing which the tranferee shall have to pay such penal interest as may be determined by the Authority.
- V. Any construction carried out in violation of sanctioned Building Plan/Building Rules shall be dealt as per provision of the Act and Rules and Policies framed there under and as amended from time to time.
- VI. Before occupying the building, the allottee would be required to obtain occupation/completion certificate from the Estate Officer, PUDA, Patiala.

7 GENERAL

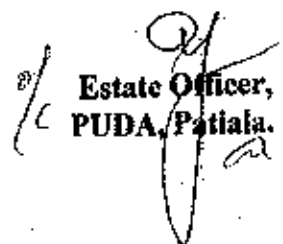
- I. This allotment shall be governed by the provisions of Punjab Regional and Town Planning and Development Act 1995, Rules and Regulations and policies framed there-under, as amended from time to time and conditions in the brochure of the scheme.
- II. The allottee shall have no right to transfer by way of sale, gift, mortgage or otherwise, the plot or any other rights, title or interest in the said plot except with the prior permission of Estate Officer, which may be granted subject to payment of such fee/charges, as may be determined form time to time.
- III. All general and local taxes, rated, fees and cesses, imposed or assessed on the said plot/building by any Authority under any law shall be paid by the allottee.
- IV. In case a plot of 418 Sq. mtr/500 Sq. Yds and above, the provisions of Rain Water Harvesting and Artificial Ground Water Recharging shall be made within the plot area as per the approved standard design.
- V. In the notified areas declared by CGWA, underground water shall not be used for construction purpose. Alternate sources such as surface water or treated sewerage water from main sewerage treatment plant shall be used for the purpose of construction of this site.
- VI. The Estate Officer may by his officers and representatives at all reasonable time in reasonable manner, after giving 24 (twenty four) hours notice in writing, enter in any part of the site/building erected thereon for the purpose of ascertaining that the allottee has duly

performed and observed the conditions of allotment and provisions under prevalent rules, Acts and regulations as amended from time to time.

- VII. The Authority shall have the full right, power and authority at all times to do through its officers and/or representatives, all acts and thing which may be necessary and expedient for the purpose of enforcing compliance with all or any of the terms, conditions and restrictions imposed and to recover from the allottee as first charge upon the said plot, the cost of doing all or any such act and things and costs incurred in connection therewith, or in any way relating therewith.
- VIII. Authority shall not be liable for any claim/damage if there is any delay in implementation of the scheme. Authority shall not be liable for any claim whatsoever, on this account.
- IX. The display of advertisement on the walls of the site or at the site or on the structures erected thereon in whatsoever manner shall be subject to the orders and other instruction as may be issued by the Competent Authority from time to time.
- X. In case of breach of any conditions of allotment or regulations or non-payment of any amount due together with the penalty, the plot or building, as the case may be, shall be liable to be resumed and in that case an amount shall be forfeited as per provision of section 45(3) of the Punjab Regional and Town Planning and Development Act, 1995.
- XI. Any change in address/e-mail address must be immediately intimated to the Estate Officer, PUDA, Patiala by registered post.
- XII. Specimen Signature along with photograph duly attested by 1st Magistrate/Notary may be submitted within 90 days from the issue of this letter.

8 DISPUTES

All the Disputes/ or differences which may arise in any manner touching or concerning this allotment shall be referred to the sole Arbitrator, who may be appointed in terms of provisions of the Arbitrator & Conciliation Act 1996, as amended from time to time.


Estate Officer,
PUDA, Patiala.