

## Part-I

Procedure/Guidelines for allotment of residential plots with mixed land use of residential and commercial under Rehabilitation & Resettlement Policy dated 07.12.2007 notified by the State Government

(Applicable on land acquired w.e.f. 05.03.2005 to 06.09.2010)

### 1. Eligibility for Allotment:

- (i) Plots under this policy would be offered if the land acquired is under the ownership of the oustee on the date of publication of notification under section-4 of the Land Acquisition Act and if 75% or more of the total land owned by the owner in that Revenue Estate is acquired. Further, the allotment will be made to each co-sharer depending upon his share in the land acquired provided his name as a co-sharer finds a mention in the revenue records as on the date of issue of Section 4 Notification.
- (ii) Only those oustees/ land owners shall be considered for allotment of residential plots with mixed land use under this policy, who will submit their applications in the prescribed format within the stipulated period.
- (iii) No litigation, except a reference under Section 18 of the Land Acquisition Act seeking enhancement in compensation, with respect to acquisition of land should be pending in any court.

### 2. Scale of Entitlement of Plot Size:

The entitlement for size of plots under this policy shall be as specified in the policy as per following scale:

A		B	
Land/ area acquired	Size of residential plot to be allotted	Size of residential house acquired	Size of residential plot to be allotted
100 to 500 sq. yd.	3 Marla*	Up to 100 sq. yd.	50 sq. yd.
501 to 1000 sq. yd.	4 Marla*	Above 100 sq. yd and up to 200 sq. yd.	100 sq. yd.
1001 sq. yd. to ½ acre	6 Marla*	Above 200 sq. yd and up to 300 sq. yd.	150 sq. yd.
Above ½ acre to ¾ acre	8 Marla*	Above 300 sq. yd and up to 400 sq. yd.	200 sq. yd.
Above ¾ acre to 1 acre	10 Marla*	Above 400 sq. yd and up to 500 sq. yd.	250 sq. yd.
Above 1 acre	14 Marla*	Above 500 sq. yd.	350 sq. yd.

Note: \* One Marla will be equivalent to 30 sq. yards.

A land oustee will have the choice to opt for either (A) or (B) above. Further, mixed land use of residential & commercial will be allowed under this scheme.

**3. Mode of Allotment:**

- (i) The Corporation will invite applications on prescribed formats from the land acquisition oustees/ landowners, whose land was acquired for setting up of Industrial Estates/ Industrial Model Townships/ Growth Centres etc., for allotment of residential plots under R&R Policy, by issuing advertisement(s) in at least two leading news paper(s), including one vernacular and wide publicity through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages.
- (ii) The applications received under the scheme will be scrutinized by a Screening Committee comprising of the concerned Estate Manager, In-charge (IA) & In-charge (IPD) of the concerned Field Office. The Committee will determine the eligibility and entitlement of each of the applicants within 60 days of the last date of receipt of applications.
- (iii) The Concerned Estate Manager shall convey decision of the Screening Committee to all the applicants in writing through registered post, inviting objections, if any, from the land oustees/ owners qua rejection of any claim and entitlement for the size of the plot, within a period of 30 days. The Concerned Estate Manager shall also display the list of eligible applicants along with their entitlement for the size of plot, on the notice board of his office and shall widely publicize the same through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages.
- (iv) The Screening Committee shall consider any supporting documents submitted by the objector and decide the objection so filed. In case the Committee does not find any merit in the objection, it shall grant an opportunity of personal hearing to the objector before taking a final decision on such objection. The Estate Manager shall communicate the decision of the Screening Committee to the objector in writing through registered post and draw a final list of such eligible applicants and shall display the same on the

notice board of his office. Thereafter, the Estate Manager shall issue a Certificate of Entitlement (CoE) as per Appendix-I and forward the final list of eligible applicants to the concerned HoD (Estate) with a copy to the IP Division at Head Quarter. This whole exercise shall be completed within a period of 60 days from the last date of receiving objections.

- (v) IPD (HQ) will prepare a layout plan accommodating all the eligible applicants, along with numbers assigned to the plots, and get the same approved from the competent authority and shall forward the same to the Estate Division at Head Office, as well as to the concerned Estate Managers at Field Offices. A copy of the approved layout plan shall also be forwarded by IPD to IA Division.
- (vi) While the development works are in progress, the Central Accounts Division at Head Office, in due course, shall initiate the process for fixation of price of the plots to be allotted under the scheme, get it approved from the competent authority and convey the same to Estate Division at Head Office with a copy to concerned Estate Managers at Field Offices.
- (vii) After completion of basic minimum infrastructure amenities such as roads, water supply, sewer system & electrical infrastructure etc. in the area, the concerned IA in-charge/ Field Office shall issue a certificate to the concerned Estate Manager, certifying that the requisite infrastructure facilities have been laid in the area and the plots are ready for handing over physical possession to the allottees. Upon receipt of this certificate, the Estate Manager will, in association with the members of the Screening Committee, conduct the draw of lots for each category of plots for the purpose of allotting plot numbers to the eligible applicants. All the eligible applicants shall also be invited to attend the draw of lots.
- (viii) The concerned Estate Manager shall issue Letter of Intent (LoI) of allotment as per Appendix-II to all the eligible applicants within 30 days of the draw of lots, raising a demand for deposit of 10% of the tentative price of the plot.
- (ix) Upon issue of the LoI, the applicant shall be required to deposit an amount equal to 10% of the tentative price of the plot within a period of 30 days, which may be extendable by another 30 days. In case the applicant does not

deposit the requisite amount within the maximum permissible period of 60 days, the Lol for allotment shall automatically lapse.

- (x) After receipt of 10% tentative price of the plot as above, the Estate Manager shall issue a Regular Letter of Allotment, containing payment schedule & detailed terms & conditions of allotment, in duplicate. One copy of the same, duly signed by the allottee on all pages as acceptance of allotment and terms & conditions set therein, shall be submitted to the Estate Manager along with 15% price of the plot within a period 30 days of the issue of Regular Letter of Allotment, which period may be extended for another 60 days subject to payment of interest @ 15% p.a. on the defaulted amount for the period of default.

#### **4. Pricing of Plots:**

The rates of residential plots reserved for allotment to land oustees, would be as applicable at the time of inviting claim applications by the Corporation.

#### **5. Payment Terms:**

- (i) 10% of the tentative price of the plot within 30 days of the issue of Lol, which can be extended for 30 more days.
- (ii) 15% of the tentative price of the plot within a period of 30 days of issue of the Regular Letter of Allotment to complete 25% of the tentative price of the plot.
- (iii) In case of failure to deposit 15% of the tentative price of the plot within 30 days, the period may be extended for 60 more days on payment of interest @ 15% p.a. for the extended period. If the payment is not made within the extended period also, the allotment shall automatically lapse and the amount deposited by the allottee towards 10% tentative price of the plot shall be refunded by the concerned Estate Manager without any interest & deductions.
- (iv) The balance 75% of the tentative price of the plot may be paid either in lump sum without any interest within a period of 90 days from the date of issue of Regular Letter of Allotment or in eight equal instalments (payable in four years) which will become due & payable in the first week of June & December each year (The first instalment shall fall due on expiry of at least six months from the date of issue of Regular Letter of Allotment. For

instance, if the Regular Letter of Allotment is issued in the month of September, the first instalment shall become payable on the 1<sup>st</sup> of June of the following year and the 2<sup>nd</sup> instalment shall become due for payment on the 1<sup>st</sup> of December of that year). The instalments shall carry interest @ 12% p.a. on the remaining amount of price of plot from the date of offer of possession. Any delay in payment shall carry interest @ 15% p.a. compounded annually, on the amount in default for the defaulted period. In the event of default in payment of four consecutive half yearly instalments by the allottee, the allotment shall be liable to be cancelled and in that eventuality, the plot shall stand resumed.

- (v) The price of the plot is tentative and any additional price as a consequence of enhancement in compensation awarded by the Court(s) shall also be payable by the allottee in lump sum within 60 days from the date of issue of demand notice by the Corporation or in six half yearly equal instalments carrying interest @ 12% p.a. In case of default, interest @ 15% p.a., compounded annually, on the amount in default for the period of default shall be payable. In the event of non-payment of such enhanced compensation within the stipulated period, the plot shall be liable for resumption.

**6. General Conditions:**

- (i) After making payment of 25% price of the plot as set out under para 5 (ii) above, the allottee can take over physical possession of the plot from the concerned Estate Manager.
- (ii) The allottee shall complete construction on the plot within a period of ten years from the date of offer of possession after getting the plans of the proposed building approved from the competent authority in accordance with the regulations governing the erection of buildings.
- (iii) The use of land and the building shall be governed as per rules & regulations of the Town & Country Planning Department, Haryana, as amended from time to time. Zoning violations and deviations from the approved building plans at any stage shall cause a notice to rectify the breach. In the event of non-compliance, the plot shall be liable to be resumed.

- (iv) The plot is allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction, material, trees, structure or compound walls existing on the plot at the time of allotment for which compensation has been paid by HSIIDC, in case the allottee wants to make use of the same. HSIIDC shall not be responsible for levelling of uneven sites.
- (v) The allottee shall be allowed mixed land use (i.e. residential & commercial) in respect of plot allotted under this scheme. However, the commercial use of the building shall be restricted to the constructed area on the ground floor only. Further, the plot shall be used only for the purpose it was allotted and no obnoxious trade shall be carried out in or from the land/ building erected thereon.
- (vi) The plot shall continue to belong to the HSIIDC until entire consideration money towards price of the plot, including enhanced cost, if any, together with interest and other charges, has been fully paid by the allottee.
- (vii) On payment of 100% price of the plot, including enhanced cost, if any, together with interest and other charges, the deed of conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be borne by the allottee.
- (viii) After execution of conveyance deed, as above, the allottee shall be at liberty to transfer the plot in favour of any third party through the process of execution of sale deed only. Intimation of the said transfer shall be submitted to the concerned Estate Manager within a period of 30 days of execution of sale deed for records of HSIIDC, as per prescribed format along with an undertaking from the transferee to the effect that he/ she agrees and undertakes to be bound by the terms & conditions of allotment, as set out by HSIIDC and amended from time to time including payment of enhanced cost, if any, in future. HSIIDC shall not charge any transfer fee for the same. In case the original allottee has transferred the vacant plot, the transferee allottee shall be required to complete the construction on the said plot within the balance available period.
- (ix) In case of family transfer/ transfer in case of death of allottee, the transfer shall be allowed without going through the process of execution of sale deed.

- (x) The allottees shall not be allowed, under any circumstances, to keep domestic/ farm animals, for any purposes, on the plots allotted by HSIIDC. In the event of non-compliance, the plot shall be liable to be resumed.
- (xi) The allottee shall have to pay maintenance, water & sewer charges to HSIIDC as determined from time to time. In the event of default in payment of these charges for consecutive two years, the plot shall be liable to be resumed.

**7. Surrender of Plot:**

- (i) Wherever an allottee surrenders the plot for any reason at any time after allotment, the concerned Estate Manager shall be authorized to accept such a request and refund the full principal amount paid by the allottee, without any interest, within a period of 30 days of receipt of surrender request.
- (ii) The Estate Manager, after ensuring that the refund on account of surrender of plot has been accepted & encashed by the allottee, include the plot so surrendered in the availability list to be maintained by him/her.

**8. Resumption of Plot:**

- (i) The HSIIDC, through its concerned Estate Manager, will be competent to resume the plot in case an allottee defaults in complying with the terms & conditions of allotment, including non-payment of any dues of the Corporation. In case of resumption of the plot, the principal amount deposited will be refunded without any interest after deducting 10% price of the plot. The amount of interest & delayed interest paid on instalments, if any, shall also stand forfeited.
- (ii) Upon resumption, the allottee will be free to remove the structure/debris, if any, within a period of three months of resumption order at his/her own cost, failing which it shall be removed by HSIIDC at allottee's cost.
- (iii) An appeal against resumption of plot shall lie before the Managing Director/HSIIDC. Such appeal shall be filed within 90 days of the resumption order.

## **Part -II**

**Procedure/Guidelines for allotment of residential plots under Rehabilitation & Resettlement Policy dated 09.11.2010 notified by the State Government**

**(Applicable on land acquired from 07.09.2010 onwards)**

**1. Eligibility for Allotment:**

**A. Against acquisition of self-occupied residential structure/ house:**

(i) Residential plots under this category would be offered if the acquired residential house/ structure was self-occupied and was in existence on the date of issue of Section 4 notification, provided such residential house had not been constructed by way of any encroachment on the public/ community/ government land. The self-occupation of such house by the landowner's family as their regular residence would be an essential condition for this purpose. Residential structures used for rental purposes or those in the form of *Kothras* in the fields would not be reckoned as 'residential house' for this purpose.

(ii) Only those land oustees/ land owners shall be considered for allotment of residential plots under this category, who will submit their claim-applications in the prescribed formats to the Corporation within a period of six months of the date of announcement of award along with the requisite details and supporting documents. No claims on this account shall be entertained after expiry of six months period.

(iii) No litigation, except a reference under Section 18 of the Land Acquisition Act seeking enhancement in compensation, with respect to acquisition of land should be pending in any court.

**B. Against acquisition of land (Oustee Category):**

(i) Plots under this category would be offered to each of the co-sharers, as mentioned in the revenue records on the date of Section 4 Notification, depending upon his share in the land acquired as per the entries in the revenue records at the time of issue of Section 4 notification, subject to the condition that under no circumstances, the total land under the plots allotted



to the co-sharers put together shall exceed 50% of the total acquired land of such co-sharers.

- (ii) In case a landowner or co-sharer avails of a plot under category (A) above, he/she will not be entitled to a second plot under this category. Such a person, however, will have the option to either apply for allotment of a plot under category (A) or (B).
- (iii) Only those oustees/ land owners shall be considered for allotment of residential plots under this category, who will submit their claim-applications in the prescribed formats to the Corporation within a period of six months of the date of announcement of award along with the requisite details and supporting documents. No claims on this account shall be entertained after expiry of six months period.
- (iv) No litigation, except a reference under Section 18 of the Land Acquisition Act seeking enhancement in compensation, with respect to acquisition of land should be pending in any court.

## 2. Scale of Entitlement of Plot Size:

The entitlement for size of plot under this policy shall be decided as per following parameters:

A		B	
Size of residential house acquired	Size of residential plot to be allotted	Land/area acquired	Size of residential plot to be allotted
Upto 150 sq. yd.	90 sqm	100 to 500 sq. yd.	90 sqm
Above 150 sq. yd. and up to 200 sq. yd.	150 sqm	501 to 1000 sq. yd.	150 sqm
Above 200 sq. yd and up to 250 sq. yd.	200 sqm	1001 sq. yd. to ½ acre	200 sqm
Above 250 sq. yd and up to 300 sq. yd.	250 sqm	Above ½ acre to ¾ acre	300 sqm
Above 300 sq. yd and up to 400 sq. yd.	300 sqm	Above ¾ acre to 1 acre	350 sqm
Above 400 sq. yd and up to 500 sq. yd.	350 sqm	Above 1 acre	450 sqm
Above 500 sq. yd.	450 sqm		

Where an oustee/ landowner is eligible for allotment of a residential plot under both the above categories, he will have the option to opt for either (A) or (B) above.

**3. Mode of Allotment:**

- (i) After the announcement of the award, the landowners will submit their claim-applications in the prescribed format for allotment of residential plots to HSIIDC within a period of six months of the date of announcement of award along with the requisite details and supporting documents. No claim on this account would be entertained after the expiry of six months period.
- (ii) The concerned Estate Manager in the Field Office(s) shall also invite the claim-applications through press advertisements in at least two leading news paper(s), including one vernacular, and wide publicity through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages, within one month from the date of announcement of award by the Land Acquisition Collector. He shall also display such notice on his office notice board.
- (iii) The applications received under the scheme will be scrutinized by a Screening Committee comprising of the concerned Estate Manager, In-charge (IA) & In-charge (IPD) of the concerned Field Office. The Committee will determine the eligibility and entitlement of each of the applicants within 60 days of the last date of receipt of applications.
- (iv) The Concerned Estate Manager shall convey decision of the Screening Committee to all the applicants in writing through registered post, inviting objections, if any, from the land oustees/ owners qua rejection of any claim and entitlement for the size of the plot within a period of 30 days. The Concerned Estate Manager shall also display the list of eligible applicants along with their entitlement for the size of plot on the notice board of his office and shall widely publicize the same through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages.
- (v) The Screening Committee shall consider any supporting documents submitted by the objector and decide the objection so filed. In case the Committee does not find any merit in the objection, it shall grant an opportunity of

personal hearing to the objector before taking a final decision on such objection. The Estate Manager shall communicate the decision of the Screening Committee to the objector in writing through registered post and draw a final list of such eligible applicants and shall display the same on the notice board of his office. Thereafter, the Estate Manager shall issue a Certificate of Entitlement (CoE) as per Appendix-I and forward the final list of eligible applicants to the concerned HoD (Estate) with a copy to the IP Division at Head Quarter. This whole exercise shall be completed within a period of 60 days from the last date of receiving objections.

- (vi) IPD (HQ) will prepare a layout plan accommodating all the eligible applicants, along with numbers assigned to the plots, and get the same approved from the competent authority and shall forward the same to the Estate Division at Head Office, as well as to the concerned Estate Managers at Field Offices. A copy of the approved layout plan shall also be forwarded by IPD to IA Division.
- (vii) While the development works are in progress, the Central Accounts Division at Head Office, in due course, shall initiate the process for fixation of price of the plots to be allotted under the scheme, get it approved from the competent authority and convey the same to Estate Division at Head Office with a copy to concerned Estate Managers at Field Offices.
- (viii) After completion of basic minimum infrastructure amenities such as roads, water supply, sewer system & electrical infrastructure etc. in the area, the concerned IA in-charge/ Field Office shall issue a certificate to the concerned Estate Manager, certifying that the requisite infrastructure facilities have been laid in the area and the plots are ready for handing over physical possession to the allottees. Upon receipt of this certificate, the Estate Manager will, in association with the members of the Screening Committee, conduct the draw of lots for each category of plots for the purpose of allotting plot numbers to the eligible applicants. All the eligible applicants shall also be invited to attend the draw of lots.
- (ix) The concerned Estate Manager shall issue Letter of Intent (LoI) for allotment as per Appendix-II to all the eligible applicants within 30 days of the draw of lots, raising a demand for deposit of 10% of the tentative price of the plot.

- (x) Upon issue of the Lol, the applicant shall be required to deposit an amount equal to 10% of the tentative price of the plot within a period of 30 days, which may be extendable by another 30 days. In case the applicant does not deposit the requisite amount within the maximum permissible period of 60 days, the Lol for allotment shall automatically lapse.
- (xi) After receipt of 10% tentative price of the plot as above, the Estate Manager shall issue a Regular Letter of Allotment, containing payment schedule & detailed terms & conditions of allotment, in duplicate. One copy of the same, duly signed by the allottee on all pages as acceptance of allotment and terms & conditions set therein, shall be submitted to the Estate Manager along with 15% price of the plot within a period 30 days of the issue of Regular Letter of Allotment, which period may be extended for another 60 days subject to payment of interest @ 15% p.a. on the defaulted amount for the period of default.

#### **4. Pricing of Plots:**

The rates of residential plots, reserved for allotment to land oustees under this Scheme, would be 20% lesser than the nodal price applicable for the general public at the time of floatation of the plots developed by the Corporation on the said land.

#### **5. Payment Terms:**

- (i) 10% of the tentative price of the plot within 30 days of the issue of Lol, which can be extended for 30 more days.
- (ii) 15% of the tentative price of the plot within a period of 30 days of issue of the Regular Letter of Allotment to complete 25% of the tentative price of the plot.
- (iii) In case of failure to deposit 15% of the tentative price of the plot within 30 days, the period may be extended for 60 more days on payment of interest @ 15% p.a. for the extended period. If the payment is not made within the extended period also, the allotment shall automatically lapse and the amount deposited by the allottee towards 10% tentative price of the plot shall be refunded by the concerned Estate Manager without any interest & deductions.

- (iv) The balance 75% of the tentative price of the plot may be paid either in lump sum without any interest within a period of 90 days from the date of issue of Regular Letter of Allotment or in eight equal instalments (payable in four years) which will become due & payable in the first week of June & December each year (The first instalment shall fall due on expiry of at least six months from the date of issue of Regular Letter of Allotment. For instance, if the Regular Letter of Allotment is issued in the month of September, the first instalment shall become payable on the 1<sup>st</sup> of June of the following year and the 2<sup>nd</sup> instalment shall become due for payment on the 1<sup>st</sup> of December of that year). The instalments shall carry interest @ 12% p.a. on the remaining amount of price of plot from the date of offer of possession. Any delay in payment shall carry interest @ 15% p.a. compounded annually, on the amount in default for the defaulted period. In the event of default in payment of four consecutive half yearly instalments by the allottee, the allotment shall be liable to be cancelled and in that eventuality, the plot shall stand resumed.
- (v) The price of the plot is tentative and any additional price as a consequence of enhancement in compensation awarded by the Court(s) shall also be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice by the Corporation or in six half-yearly equal instalments carrying interest @ 12% p.a. In case of default, interest @ 15% p.a., compounded annually, on the amount in default for the period of default, shall be payable. In the event of non-payment of such enhanced compensation within the stipulated period, the plot shall be liable for resumption.

**6. General Conditions:**

- (i) After making payment of 25% price of the plot, as set out under para 5(ii) above, the allottee can take over physical possession of the plot from the concerned Estate Manager.
- (ii) The allottee shall complete construction on the plot within a period of ten years from the date of offer of possession after getting the plans of the proposed building approved from the competent authority in accordance with the regulations governing the erection of buildings.

- (iii) The use of land and the building shall be governed as per rules & regulations of the Department of Town & Country Planning, Haryana, as amended from time to time. Zoning violations and deviations from the approved building plans at any stage shall cause a notice to rectify the breach. In the event of non-compliance, the plot shall be liable to be resumed.
- (iv) The plot is allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction, material, trees, structure or compound walls existing on the plot at the time of allotment for which compensation has been paid by HSIIDC, in case the allottee wants to make use of the same. HSIIDC shall not be responsible for levelling of uneven sites.
- (v) The allottee shall be allowed to use the plot & building erected thereon only for residential purposes and not for any other purpose such as commercial/ industrial.
- (vi) The plot shall continue to belong to the HSIIDC until entire consideration money towards price of the plot, including enhanced cost, if any, together with interest and other charges, has been fully paid by the allottee.
- (vii) On payment of 100% price of the plot, including the enhanced cost, if any, together with interest and other charges, the deed of conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed. The charges for registration and stamp duty will be borne by the allottee.
- (viii) After execution of conveyance deed, as above, the allottee shall be at liberty to transfer the plot in favour of any third party through the process of execution of sale deed only. Intimation of the said transfer shall be submitted to the concerned Estate Manager within a period of 30 days of execution of sale deed for records of HSIIDC, as per prescribed format along with an undertaking from the transferee to the effect that he/she agrees and undertakes to be bound by the terms & conditions of allotment, as set out by HSIIDC and amended from time to time including payment of enhanced cost, if any, in future. HSIIDC shall not charge any transfer fee for the same. In case the original allottee has transferred the vacant plot, the transferee allottee shall be required to complete the construction on the said plot within the balance available period.

- (ix) In case of family transfer/ transfer in case of death of allottee, the transfer shall be allowed without going through the process of execution of sale deed.
- (x) The allottees shall not be allowed, under any circumstances, to keep domestic/ farm animals, for any purposes, on the plots allotted by HSIIDC. In the event of non-compliance, the plot shall be liable to be resumed.
- (xi) The allottee shall have to pay maintenance, water & sewer charges to HSIIDC as determined from time to time. In the event of default in payment of these charges for consecutive two years, the plot shall be liable to be resumed.

**7. Surrender of Plot:**

- (i) Wherever an allottee surrenders the plot for any reason at any time after allotment, the concerned Estate Manager shall be authorized to accept such a request and refund the full principal amount paid by the allottee, without any interest, within a period of 30 days of receipt of surrender request.
- (ii) The Estate Manager, after ensuring that the refund on account of surrender of plot has been accepted & encashed by the allottee, include the plot so surrendered in the availability list to be maintained by him/her.

**8. Resumption of Plot:**

- (i) The HSIIDC, through its concerned Estate Manager, will be competent to resume the plot in case an allottee defaults in complying with the terms & conditions of allotment, including non-payment of any dues of the Corporation. In case of resumption of the plot, the principal amount deposited will be refunded without any interest after deducting 10% price of the plot. The amount of interest & delayed interest paid on instalments, if any, shall also stand forfeited.
- (ii) Upon resumption, the allottee will be free to remove the structure/debris, if any, within a period of three months of resumption order at his/her own cost, failing which, it shall be removed by HSIIDC at allottee's cost.
- (iii) An appeal against resumption of plot shall lie before **the** Managing Director/HSIIDC. Such appeal shall be filed within 90 days of the resumption order.

### **Part - III**

**Procedure/Guidelines for allotment of Commercial sites / Industrial plots under Rehabilitation & Resettlement Policy dated 09.11.2010 notified by the State Government**

**(Applicable on land acquired from 07.09.2010 onwards)**

**1. Eligibility for Allotment:**

- (i) The allotment of commercial sites or industrial plots under this category would be offered provided 75% of the land-holding of a landowner/co-sharer in that revenue estate, subject to a minimum of one acre, is acquired by the Government for HSIIDC.
- (ii) Plots under this category would be offered to each co-sharer, whose title is mentioned in the revenue records as on the date of issue of Section 4 Notification, depending upon his share in the land acquired as per the entries in the revenue records at the time of issue of Section 4 notification & compliance of eligibility norms as at (i) above.
- (iii) Only those oustees/ landowners shall be considered for allotment of commercial sites or industrial plots under this category, who will submit their claim-applications in the prescribed formats to the Corporation within a period of six months of the date of announcement of award along with the requisite details and supporting documents. No claims on this account shall be entertained after expiry of six months period.
- (iv) No litigation, except a reference under Section 18 of the Land Acquisition Act seeking enhancement in compensation, with respect to acquisition of land should be pending in any court.

**2. Scale of Entitlement of Plot Size:**

**A. Commercial Site:**

The entitlement for size of the commercial site under this policy shall be decided as per following parameters:

<b>Area of land acquired</b>	<b>Size of Commercial site to be allotted</b>
75% of the land-holding of the land-owner/co-sharer in a revenue estate subject to minimum of one acre	3 x 4 mtrs. (12 sq. mtrs.)



**or**

**B. Industrial Plot:**

The entitlement for size of the industrial plot under this policy shall be subject to acquisition of 75% of the land-holding of the land-owner/co-sharer in a revenue estate subject to minimum of one acre and shall be determined as per following parameters:

Area of land acquired	Size of Industrial Plot to be allotted
1 Acre to 2 acres	450 sq. mtrs.
Above two acres but up to 4 acres	800 sq. mtrs.
Above 4 acres	1000 sq. mtrs.

The landowners/ co-sharer will have the choice to opt for either (A) or (B) above.

**3. Mode of Allotment:**

- (i) The landowner/oustee will submit his claim-application in the prescribed format for allotment of a commercial site/ industrial plot to the HSIIDC within a period of six months of the date of announcement of the Award along with the requisite details and supporting documents. No claim on this account would be entertained after the expiry of six months period.
- (ii) The concerned Estate Manager in the Field Office(s), in association with In-charge IP Division, shall also invite the claim-applications by displaying a notice on his office notice board and through press advertisement in at least two leading News Papers, including one vernacular, and wide publicity through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages, within one month from the date of announcement of Award by the Land Acquisition Collector.
- (iii) The applications received under the scheme will be scrutinized by a Screening Committee comprising of the concerned Estate Manager, In-charge (IA) & In-charge (IPD) of the concerned Field Office. The Committee will determine the eligibility and entitlement of each of the applicants within 60 days of the last date of receipt of applications.
- (iv) The Concerned Estate Manager shall convey decision of the Screening Committee to all the applicants in writing through registered post, inviting objections, if any, from the land oustees/ owners qua rejection of any claim

and entitlement for the size of the plot, within a period of 30 days. The Concerned Estate Manager shall also display the list of eligible applicants along with their entitlement for the size of plot on the notice board of his office and shall widely publicize the same through the concerned village panchayats, holding camps and conducting *Munadi* etc. in the concerned villages.

- (v) The Screening Committee shall consider any supporting documents submitted by the objector and decide the objection so filed. In case the Committee does not find any merit in the objection, it shall grant an opportunity of personal hearing to the objector before taking a final decision on such objection. The Estate Manager shall communicate the decision of the Screening Committee to the objector in writing through registered post and draw a final list of such eligible applicants and shall display the same on the notice board of his office. Thereafter, the Estate Manager shall issue a Certificate of Entitlement (CoE) as per Appendix-I and forward the final list of eligible applicants to the concerned HoD (Estate) with a copy to the IP Division at Head Quarter. This whole exercise shall be completed within a period of 60 days from the last date of receiving objections.
- (vi) IPD (HQ) will prepare a layout plan accommodating all the eligible applicants, along with numbers assigned to the plots, and get the same approved from the competent authority and shall forward the same to the Estate Division at Head Office, as well as to the concerned Estate Managers at Field Offices. A copy of the approved layout plan shall also be forwarded by IPD to IA Division;
- (vii) While the development works are in progress, the Central Accounts Division at Head Office, in due course shall initiate the process for fixation of price of the plots to be allotted under the scheme, get it approved from the competent authority and convey the same to Estate Division at Head Office with a copy to concerned Estate Managers at Field Offices;
- (viii) After completion of basic minimum infrastructure amenities such as roads, water supply, sewer system & electrical infrastructure etc. in the area, the concerned IA In-charge/ Field Office shall issue a certificate to the concerned Estate Manager, certifying that the requisite infrastructure facilities have been laid in the area and the plots are ready of handing over physical possession to the allottees. Upon receipt of this certificate, the Estate

Manager shall, in association with the members of the Screening Committee, conduct the draw of lots for the commercial sites/ each category of industrial plots for the purpose of allotting plot numbers to the eligible applicants. All the eligible applicants shall also be invited to attend the draw of lots.

- (ix) The concerned Estate Manager shall issue Letter of Intent (Lol) for allotment as per **Appendix-II** to all the eligible applicants within 30 days of the draw of lots, raising a demand for deposit of 10% of the tentative price of the plot.
- (x) Upon issue of the Lol, the applicant shall be required to deposit an amount equal to 10% of the tentative price of the plot within a period of 30 days, which may be extendable by another 30 days. In case the applicant does not deposit the requisite amount within the maximum permissible period of 60 days, the Lol for allotment shall automatically lapse.
- (xi) After receipt of 10% tentative price of the plot as above, the Estate Manager shall issue a Regular Letter of Allotment, containing payment schedule & detailed terms & conditions of allotment, in duplicate. One copy of the same, duly signed by the allottee on all pages as acceptance of allotment and terms & conditions set therein, shall be submitted to the Estate Manager along with 15% price of the plot within a period 30 days of issue of the Regular Letter of Allotment, which period may be extended for another 60 days subject to payment of interest @ 15% p.a. on the defaulted amount for the period of default.

#### **4. Pricing of Plots:**

The rates of commercial sites will be no more than three times the price of residential plots in that area/sector, whereas, the rate of industrial plot will be 20% lesser than the rate determined for the general public at the time of first floatation.

#### **5. Payment Terms:**

- (i) 10% of the tentative price of the plot within 30 days of issue of Lol, which can be extended for 30 more days.
- (ii) 15% of the tentative price of the plot within a period of 30 days of issue of the Regular Letter of Allotment to complete 25% of the tentative price of the plot.

- (iii) In case of failure to deposit 15% of the tentative price of the plot within 30 days, the period may be extended for 60 more days on payment of interest @ 15% p.a. for the extended period. If the payment is not made within the extended period also, the allotment shall automatically lapse and the amount deposited by the allottee towards 10% tentative price of the plot shall be refunded by the concerned Estate Manager without any interest & deductions.
  
- (iv) The balance 75% of the tentative price of the plot may be paid either in lump sum without any interest within a period of 90 days from the date of issue of Regular Letter of Allotment or in eight equal instalments (payable in four years) which will become due & payable in the first week of June & December each year (The first instalment shall fall due on expiry of at least six months from the date of issue of Regular Letter of Allotment. For instance, if the Regular Letter of Allotment is issued in the month of September, the first instalment shall become payable on the 1<sup>st</sup> of June of the following year and the 2<sup>nd</sup> instalment shall become due for payment on the 1<sup>st</sup> of December of that year). The instalments shall carry interest @ 12% p.a. on the remaining amount of price of plot from the date of offer of possession. Any delay in payment shall carry interest @ 15% p.a. compounded annually on the amount in default for the defaulted period. In the event of default in payment of four consecutive half yearly instalments by the allottee, the allotment shall be liable to be cancelled and in that eventuality, the plot shall stand resumed.
  
- (v) The price of the plot is tentative and any additional price as a consequence of enhancement in compensation awarded by the Court(s) shall also be payable by the allottee in lump-sum within 60 days from the date of issue of demand notice by the Corporation or in six half-yearly equal instalments carrying interest @ 12% p.a. In case of default, interest @ 15% p.a., compounded annually, on the amount in default for the period of default, shall be payable. In the event of non-payment of such enhanced compensation within the stipulated period, the plot shall be liable for resumption.

**6. Terms & Conditions of Allotment:**

- (i) After making payment of 25% price of the plot, as set out under para 5(ii) above, the allottee can take over physical possession of the plot from the concerned Estate Manager.
- (ii) The plots allotted under this category shall be used only for permissible commercial or industrial activities, as the case may be. In the event of non-compliance, the plot shall be liable to be resumed.
- (iii) The allottee shall be required to complete the project on the plot/ site as under:

Category		For Completion of Project	Extension, if required
a.	Industrial Plots	<p>The allottee has to construct building to the extent of minimum 40% of the Permissible Covered Area, obtain occupation certificate from the competent authority and the unit comes into commercial production after installation of plant &amp; machinery, within a period of five years from the date of offer of possession by the Corporation;</p> <p style="text-align: center;"><u>Or</u></p> <p>The allottee completes the construction equivalent to at least 95% of the total permissible covered area and has obtained the occupation certificate from the competent authority, within a period of five years from the date of offer of possession by the Corporation.</p>	Extension for a period of two years shall be permissible on payment of 50% of the normal extension fee as prescribed for 1 <sup>st</sup> & 2 <sup>nd</sup> year in EMP-2011, as amended from time to time.
b.	Commercial Sites	The allottee shall be required to complete construction of at least the Ground Floor of the commercial site as per the total permissible covered area. Further, the allottee shall also be required to obtain the occupation certificate in respect of such building from the competent authority, within a period of three years from the date of offer of possession by the Corporation.	Extension for a period of two years shall be permissible on payment of 50% of the normal extension fee as prescribed for commercial sites in EMP-2011, as amended from time to time.

- (iv) In case the allottee fails to complete the project within the stipulated period as per sub-para (iii) above, the plot/site shall be liable for resumption.
- (v) The plot is allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction, material, trees, structure or compound walls existing on the plot at the time of allotment for which compensation has

been paid by HSIIDC, in case the allottee wants to make use of the same. HSIIDC shall not be responsible for levelling of uneven sites.

- (vi) The plot shall continue to belong to the HSIIDC until entire consideration money towards price of the plot, including enhanced cost, if any, together with interest and other charges, has been fully paid by the allottee.
- (vii) On payment of 100% price of the plot, including the enhanced cost, if any, together with interest and other charges, the deed of conveyance in the prescribed form and in such manner, as may be directed by the HSIIDC, shall be executed. The charges for registration and stamp duty will be borne by the allottee.
- (viii) After execution of conveyance deed, as above, the allottee shall be at liberty to transfer the plot/site in favour of any third party, even before completion of project (including vacant plot/site) through the process of execution of sale deed only. An application complete in all respects as per prescribed format along with requisite documents shall be required to be filed with the concerned Estate Manager within a period of 30 days of execution of sale deed, for transfer and re-allotment of the plot/site in favour of the said purchaser in the records of the HSIIDC. The HSIIDC shall not charge any transfer fee for the same.
- (ix) Once the landowner/ oustee transfers the plot/site to a third party, the transferee's position shall be at par with any other allottee and his case shall be regulated in accordance with the provisions of the EMP in force from time to time. The transferee shall be required to enter into an agreement with the Corporation and issued a letter of re-allotment so as to become an allottee of the Corporation. He will be required to complete the project within the period permissible as per EMP -2011, as amended from time to time. The permissible period of implementation of the project in the case of a transferee shall count from the date of execution of the Sale Deed in his favour.
- (x) In case of family transfer/ transfer in case of death of allottee, the transfer shall be allowed without going through the process of execution of sale deed.
- (xi) After construction of building to the extent of at least ground floor in case of commercial sites and minimum 40% of permissible covered area in case of industrial plots and obtaining occupation certificate from the competent

authority, the allottees shall be eligible to lease out the said building premises for permissible commercial/ industrial activities, without implementing his/her own project. The HSIIDC shall not charge any leasing fee for the same.

- (xii) The allottee shall have to pay maintenance, water & sewer charges to HSIIDC as determined from time to time. In the event of default in payment of these charges for two consecutive years, the plot shall be liable to be resumed.

#### **7. Surrender of Plot:**

- (i) Wherever an allottee surrenders the site/plot for any reason at any time after allotment, the concerned Estate Manager shall be authorized to accept such a request and refund the full principal amount paid by the allottee, without any interest, within a period of 30 days of receipt of surrender request.
- (ii) The Estate Manager, after ensuring that the refund on account of surrender of plot has been accepted & encashed by the allottee, include the plot so surrendered in the availability list to be maintained by him/her.

#### **8. Resumption of Plot:**

- (i) The HSIIDC, through its concerned Estate Manager, will be competent to resume the plot in case an allottee defaults in complying with the terms & conditions of allotment, including non-payment of any dues of the Corporation. In case of resumption of the plot, the principal amount deposited will be refunded without any interest after deducting 10% of the price of plot. The amount of interest & delayed interest paid on instalments, if any, shall also stand forfeited.
- (ii) Upon resumption, the allottee will be free to remove the structure/debris, if any, within a period of three months of resumption order at his/her own cost, failing which it shall be removed by HSIIDC at allottee's cost.
- (iii) An appeal against resumption of plot shall lie before the Managing Director/HSIIDC. Such appeal shall be filed within 90 days of the resumption order.

HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.  
REGD.& CORPROATE OFFICE: C-13 & 14, SECTOR-6, PANCHKULA  
Phone: 0172-2590481-83, 2590476, Fax: 91(172) 2590474, E-mail : [hsiidc.org](mailto:hsiidc.org).

**CERTIFICATE OF ENTITLEMENT**

(for allotment of Residential/Commercial/Industrial Plot  
under R&R Policy dated 07.12.2007 / 09.11.2010)

**Registered**

From:  
Estate Manager,  
HSI IDC,  
Industrial Estate \_\_\_\_\_

To:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref. No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**Sub.: Certificate of Entitlement for allotment of a Residential / Commercial / Industrial Plot - reg.**

Dear Sir,

Kindly refer to your application dated \_\_\_\_\_ for allotment of a residential/commercial/industrial plot on account of acquisition of your land measuring \_\_\_\_\_ [\_\_\_\_ share in Khasra Numbers \_\_\_\_\_] for HSI IDC at \_\_\_\_\_(Location) under the R&R Policy dated 07.12.2007 / 09.11.2010 of the Government.

2. Having found your above said application in order, it has been found that you are eligible for the allotment of a residential/commercial/industrial plot measuring \_\_\_\_\_ Sq. yards/meters. Accordingly, this Certificate of Entitlement is being issued in your favour. The Letter of Intent (LoI) for allotment would be issued in due course for depositing 10% of the tentative price of the plot.

3. Please keep this letter of entitlement in safe custody as you would be required to produce this letter at the time of issue of Regular Letter of Allotment.

Thanking you,

For Haryana State Indl. & Infr. Dev. Corpn. Ltd.

**Estate Manager**



**APPENDIX-II**

HARYANA STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.  
REGD.& CORPROATE OFFICE: C-13 & 14, SECTOR-6, PANCHKULA  
Phone: 0172-2590481-83, 2590476, Fax: 91(172) 2590474, E-mail : [hsiidc.org](http://hsiidc.org).

**LETTER OF INTENT (LoI)**

(for allotment of Residential/Commercial/Industrial Plot  
under R&R Policy dated 07.12.2007 / 09.11.2010)

Registered

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref. No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**Sub.:** Letter of Intent (LoI) for allotment of Residential / Commercial / Industrial Plot No. \_\_\_\_\_, Sector \_\_\_\_\_, Phase \_\_\_\_\_, at \_\_\_\_\_ under R&R Policy dated 07.12.2007 / 09.11.2010

1. **WHEREAS** your application for allotment of a Residential / Commercial / Industrial Plot in \_\_\_\_\_ was considered by the Corporation under R&R Policy dated 07.12.2007 / 09.11.2010 announced by the State Government and a Certificate of Entitlement was issued on \_\_\_\_\_.

**AND WHEREAS** it has now been decided in principle to offer you allotment of a Residential / Commercial / Industrial Plot measuring \_\_\_\_\_ sq. yards/sq. meters as per your entitlement under R&R Policy dated 07.12.2007 / 09.11.2010, as per details given below:

NAME OF ESTATE	SECTOR / PHASE	PLOT NO.	AREA IN SQ. YARDS/METERS	APPROX DIMENSIONS	RATE PER SQ YARD / METER	TENTATIVE PRICE OF THE PLOT

2. The price of the plot as indicated above is tentative and payable as under:

- 10% within 30 days of issuance of this letter, extendable by another 30 days.
- 15% within 30 days of issuance of Regular Letter of Allotment, extendable by another 60 days on payment of interest @ 15% p.a. for the extended period.

- iii. Balance 75% either in lump sum without any interest within 90 days of issuance of Regular Letter of Allotment or in eight equal half yearly instalments with interest @ 12% p.a.
3. The price of the plot as indicated above is tentative and any additional price as a consequence of enhancement in compensation awarded by the Court(s) shall also be payable by the allottee in lump sum within 60 days from the date of issue of demand notice by the Corporation or in six half yearly equal instalments carrying interest @ 12% p.a.
4. The plot shall be allotted on 'as is where is' basis and the allottee shall have to pay separately for any construction, material, trees, structure or compound walls existing on the plot at the time of allotment. HSIIDC shall not be responsible for levelling of uneven sites.

In case you intend to accept this offer, please send your acceptance in the prescribed format as per **Appendix-A** enclosed with this letter, through registered post along with a demand draft of Rs. \_\_\_\_\_/- drawn in favour of HSIIDC Ltd., payable at \_\_\_\_\_ towards 10% tentative price of the plot, within a period of 30 days (extendable by another 30 days) from the date of issuance of this letter. In case you fail to communicate your acceptance of allotment along with 10% of the tentative price of the plot within the aforesaid period, this offer shall lapse automatically.

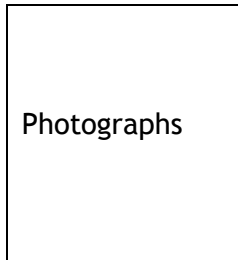
For Haryana State Indl. & Infr. Dev. Corpn. Ltd.

**Estate Manager**

**Acceptance of offer for allotment of Residential / Commercial / Industrial Plot  
under R&R Policy dated 07.12.2007 / 09.11.2010**

From:

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.



To

The Estate Manager,  
HSI IDC Ltd.  
Industrial Estate \_\_\_\_\_.

No. \_\_\_\_\_

Dated:

**Sub: Acceptance of offer for allotment of Residential / Commercial / Industrial  
Plot No. \_\_\_\_\_, Sector/ Phase \_\_\_\_\_, Industrial Estate, \_\_\_\_\_ under  
R&R Policy dated 07.12.2007 / 09.11.2010.**

Dear Sir,

This has reference to your Letter of Intent (Lol) No. \_\_\_\_\_ dated \_\_\_\_\_,  
offering allotment of aforesaid Residential / Commercial / Industrial Plot to me/us.

I/We have carefully gone through the aforesaid Letter of Intent (Lol) and  
hereby unconditionally accept the allotment of Residential / Commercial / Industrial  
Plot No. \_\_\_\_\_ measuring \_\_\_\_\_ sq. meters, in Sector/Phase \_\_\_\_\_, in \_\_\_\_\_  
Estate. I am /we are, also enclosing herewith the following documents:

1. A demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_, being 10% tentative price of the plot, drawn in favour of HSI IDC Ltd. payable at \_\_\_\_\_.
2. A copy of the Certificate of Entitlement.
3. Three recent passport size photographs.

Kindly acknowledge receipt & issue Regular Letter of Allotment.

Yours faithfully,

(Name & Signature of the Allottee)

Phone No. \_\_\_\_\_

Encl.: As above.

