**BOND BY AN ALLOTTEE WITH SURETY OF HOUSE BUILT BY THE GOVERNMENT**

**WHEREAS** the Government of Uttar Pradesh has erected few houses in Mohalla ……..on……… Road, Tehsil District for the allotment to the members of Scheduled Castes and Scheduled Tribes, who are not having any residential accommodation for their living

**AND WHEREAS** the Government of Uttar Pradesh (hereinafter referred to as the said government) has at the request of Shri A ……….son of ………..hereinafter called as the said allottee, allotted the house No . the detailed particulars whereof are mentioned in Schedule A hereto, on condition that the said allottee shall execute a bond with one surety for the due fulfilment of the terms and conditions narrated in this bond.

**AND WHEREAS** Shri B ………son of Shri ………resident of...............has on the request of said allottee agreed to act as surety for the fulfilment by the said allottee of the terms and conditions set forth herein;

**NOW THIS BOND IS EXECUTED** by the said allottee in favour of the Government of Uttar Pradesh, acting through Shri duly appointed by the said government for the acceptance of the said on its behalf, to the effect that in the event of the said allottee, fulfiling theterms and conditions mentioned in Schedule B attached hereto, this bond shall be null and void and be of no effect. But if the said allottee commits breach of any of the terms and conditions mentioned in Schedule B, the said allottee hereby binds himself, his executors, heirs administrators and legal representatives to pay to the said government the sum of Rs . ……..as liquidated damages and not penalty, provided however that the said government shall notify to the said allottee of the alleged breach and the said allottee fails to remedy the breach of the condition or conditions, as the case may be, within a period of to the entire satisfaction of the said government, whose decision on the point whether the breach of condition has been remedied or not shall be final. If the said allottee fails to remedy the breach of condition within the stipulated period, the surety binds himself and hereby promises to pay the said sum of Rs ………to the said government in discharge of his obligation as surety for the due performance of the terms and conditions of this bond. For and on behalf of the Government of .................................... U.P. by the hands of Shri ………… an A

Allottee authorised official in this behalf.

..............................

B Surety

WITNESSES

1 .

2.

**SCHEDULE A**

## Description of the house in detail

SCHEDULE B

## Terms and conditions

1. The allottee shall use the said house for his residential use and shall not sell, transfer, mortgage, assign or dispose off the said house in any manner.

2. The allottee shall not let out the said house to any person and will not allow any other person, except of his own family members to occupy or reside therein, except for a temporary stay of guest, relation or friend.

3. The allottee shall keep the said house clean in good repair at his own cost. The allottee shall get the house whitewashed every alternate year at his own expenses.

4. The allottee shall pay a sum of Rs . ………p.m. as rent and instalment price on or before the of each month. The allottee shall also pay any other tax, rate, cess payable in respect of the said house to the Municipal Corporation of or any other local authority.

5. The allottee shall pay rent‑ cum‑i nstal ment for purchase price for a period of years and at the expiry of years, the allottee shall be deemed to be exclusive owner of the said house. If the allottee pays any instalments in a lump sum, the same shall be duly adjusted as advance payments for the period to which such payment can extend.

6. The allottee shall apply for electricity and water connection for the said house at his own cost and shall be liable to pay electricity and water charges to the electricity board and municipal board ............. respectively.

7. The allottee shall not add to or alter the structure of the said house, without the permission of the said government in writing.

8. The allottee shall use the said house for residential purposes and shall not put the same for commercial or any other purpose.

9. In case the said house falls down on account of structural defect or earthquake or any other manner, the allottee shall intimate to the Administrator, Government of UP ……… within 15 days of falling of the said house, who shall decide within 15 days from the date of receipt of intimation of falling down of the house by the allottee, whether the said house has substantially fallen down or partially fallen down, in which case the house can be repaired by the said government. If the said administrator decides that the house has partially damaged and can be repaired, the said administrator shall arrange to get the said house repaired at the expenses of the said government, provided however, if the house has fallen down due to the negligence, act, or error on the part of the allottee, the repair shall be done at the expenses of the allottee. If the allottee should not be satisfied with the decision of the said administrator………. that the house has partially fallen down and can be repaired, then the allottee may vacate the said house and deliver the vacant possession of the said house to the administrator within days from the receipt of decision and on delivery of such possession, the allottee shall be deemed to be discharged from payment of ground rent or instalment, provided however that the allottee and the surety shall be liable for any arrears of ground rent or instalments remaining unpaid. If the said administrator, ............ decides that the house has substantially fallen down, the allottee shall cease to be liable thereafter for the payment of any monthly rent or instalment

10.   The administrator or any officer authorised by him in this behalf may inspect the said house at all reasonable times to examine the structure of the building or reasonable cleanliness in the house, and the allottee shall co‑operate with the said administrator or officer to inspecting the said house. The allottee and occupants of the house shall allow the house to be repaired or to be cleaned, if the Administrator ……… or the officer inspecting the said house decides that the house shall be so repaired or cleaned, provided the cleaning of the house shall be at the expenses of the allottee, which costs shall be paid by the allottee within one month of the sending of the bill by the administrator ………or other duly appointed officer by him in this behalf.