



Application Form No. \_\_\_\_\_

## **H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY**

(A State Government Undertaking)

***BROCHURE FOR SALE OF PLOTS/FLATS IN KALA-AMB  
(MOGINAND PHASE-II), TRILOKPUR (NAHAN) AND SIDHPUR  
(DHARAMSHALA) HIMACHAL PRADESH***

***Cost of Brochure--***

***Cash Counters:-***

*HIMUDA offices*

*(Price Rs. 500/-*

*By registered post*

*(Price Rs.600/-*

*From HIMUDA website -www.himuda.com (Price Rs 500/-*

***Non-refundable***

***For query please contact: Admn. Officer Ph. 0177-2623790 & 2623705***

***Chief Accounts Officer Ph. No. 0177-2622681 & 2628044***

***Fax No. 0177-2620521 & 2623860***

***website -www.himuda.com***

***e-mail:- info@himuda.com***

***Date of receipt of application complete in all respect: - 31-12-2016***

***Date of Draw of lots: - 24-01-2017***

**Draw of lots will be held in the office of the CEO-cum-Secretary, HIMUDA Nigam Vihar Shimla-2 in the presence of those applicants who may like to be present.**

***(In case due to administrative reasons change in above dates take place please see our website.)***

## TERMS AND CONDITIONS FOR PURCHASE OF HOUSES/FLATS/PLOTS

1. **SCHEMES:** HIMUDA announces Self Financing Schemes and Partially Self Financing Scheme for allotment of units in the Housing Colonies on free hold basis as per details attached.
2. **LOCATION:** Tentative Plans showing the locations, sites and distance of the Housing colonies in which available units are being offered have been added to the Brochure.
3. **SCOPE OF THE SCHEMES:** Tentative details of the proposed units are added to the Brochure.
4. **ELIGIBILITY:** Any Citizen of India who has attained the age of majority is eligible to apply. Applications from an Organization/Establishment/Institution or a Registered Company/ Partnership firm will also be entertained. **The applicants who have registered their names under Demand Survey during 2010 and 2011 for allotment of plots/houses/flats will also have to apply on the prescribed application form alongwith 10% earnest money and Rs. 5000/- already deposited as initial amount by them will be adjusted towards 10% earnest money.**
5. **RESERVATION:-**  
 Out of total Plots/Flats available for allotment 50% of the units shall remain unreserved, 25% shall be reserved for the applicants who had applied in response to Demand Survey during 2010 and 2011, these registered applicants under demand survey will be eligible to apply only for the area in which they are already registered and remaining 25% of units will be reserved for the categories as per detail given as under :-
  - (i) 13% of the units for eligible persons belonging to SC/ST communities.
  - (ii) 10% of the units will be reserved for allotment to the eligible defence personnel belonging to H.P. State as under.
    - (a) Widows or other dependents of defence personnel who have been killed in action.
    - (b) Disabled service personnel who have been invalidated out of service.
    - (c) Ex-Service men and
    - (d) Serving Personnel.
  - (iii) 10% units will be reserved for Government servants, which will include the employees of both Central and State Governments and also the employees of Public Undertakings, constituted by the H.P. State Government and the Central Government. However, preference will be given to the employees of H.P. Government and its Public Undertakings.
  - (iv) 2% of the units for the employees of the HIMUDA. In case full or any part of 2% quota is not utilised by the HIMUDA employees that will be reverted to the quota of the Government employees as referred to against (iii) above.
  - (v) 3% units will be reserved for handicapped persons of Himachal Pradesh.
  - (vi) 2% units will be reserved for freedom fighter and their wards.
  - (vii) 5% units will be reserved for senior citizen of Himachal Pradesh.
  - (viii) 5% units will be reserved for women of Himachal Pradesh.

**The above reservation will be applicable subject to any change/amendment by the Government from time to time.**

**EXPLANATION:**

- (i) In case sufficient number of applicants under Sub-Para- (i) to (viii) of condition No. 5 are not available; the balance allotment quota will be allotted the demand survey applicants.
- (ii) In case sufficient numbers of applicants are not available under Demand survey category, then the same will be utilized by applicant of unreserved category.
- (iii) If an applicant is eligible/falls under more than one category for which reservations are available he/she shall specifically opt for the category under which he intends to be considered in the application itself. This option shall be treated as final. In case of any ambiguity the option will be considered as per decision taken by the allotment committee will be final.
- (iv) The reservation to various categories will be given only at the time of initial allotment and there would be no carry forward of any quota, subsequently, in case any applicant of the reserved category surrenders after allotment has been made or otherwise after cancellation of allotment for any other reasons.

**6. HOW TO APPLY:**

- (i) Brochure containing application form (with same printed serial number), shall be available at HIMUDA offices at Shimla, Parwanoo, Mandi, Dharamsala and all branches of Axis Banks on payment of Rs.500/- (Rupees five hundred) only in cash or Rs. 600/- (Rupees six hundred) only by Registered Post and same can be downloaded from HIMUDA website and payment of Rs.500/- (non refundable) be remitted alongwith earnest money.
- (ii) All columns of application form should be filled in CAPITAL LETTERS neatly and duly signed by the person(s), who wants himself/herself registered under this scheme. Please see instructions (attached to brochure) before filling up the application form.
- (iii) Brochure containing application form (with same printed serial number) shall be available at HIMUDA offices, Parwanoo, Mandi, Dharamshala on payment of Rs. 500/- (Rupees five hundred) only in cash or Rs. 600/- (Rupees six hundred) only by registered post.
- (iv) Applications without earnest money shall not be entertained and application found incomplete in any respect whatsoever are liable to be rejected. Applications for registration on prescribed form added to the Brochure, duly complete in all respect alongwith earnest money@ 10% of tentative cost of unit in the shape of demand draft payable at Shimla may either be sent to CEO-cum- Secretary, HIMUDA, Nigam Vihar, Shimla directly or the amount can be remitted through RTGS/NEFT to CEO-Cum-Secretary HIMUDA Shimla, UCO Bank Account No. 09810200000049 Nigam Vihar, Shimla-2 IFSC Code No. UCBA0000981 by clearly mentioning transaction ID No. & date, name(s) of the applicant(s), housing colonies & categories of Houses/Flats/Plots in the application form.
- (v) Every applicant will be issued a slip, indicating therein amount of earnest money deposited and acknowledging the receipt of application form.

## 7. PROCEDURE FOR ALLOTMENT:

- (i) The allotment will be made by draw of lots.
- (ii) A combined priority list of all applicants registered under the scheme, irrespective of their category of reservation will be first drawn by draw of lots.
- (iii) In case reservations as referred to in Condition No. 5 are covered within the applicants in the priority list equal to the number of units available for allotment for the reserved categories, priority list upto that point will be treated as final and allotments made accordingly.
- (iv) In case number of applicants of reserved categories in the priority list exceeds the prescribed percentage, excess number will be treated against general category. In case number of applicants of reserved categories falls short of the specified number, such shortfall will be made good by taking up the required number of applicants from the priority list from below and kept in place of corresponding number of applicants of the general category appearing in the bottom of the select list and such applicants of the general category will be brought down by re-arranging the priority list.
- (v) Reservation to various categories will be given only at the time of initial allotment and there would be no carry forward of any quota, subsequently, in case any applicant of reserved category surrenders after allotment has been made or otherwise after cancellation of allotment for any other reasons.
- (vi) After the selection of the applicants for final allotment, a waiting list may be prepared out of the applicants appearing in the priority list, which may not exceed 25% of the units available for allotment the applicant appearing in the waiting list will be informed and the same will also be uploaded on HIMUDA website . In case the applicant does not want to remain in waiting list he may request to HIMUDA authority for refund of earnest money. the applicant shall not be entitle to any interest on the amount of earnest money
- (vii) Choice will be considered only for the applicants successful in General Draw of Lots.
- (viii) In case an allottee wants allotment of a particular Plot/Flats out of available units/plots 6% of the cost will be charged extra for choice of a particular unit/plot. In case of flat, 2% of the cost (at the time of allotment) will be charged extra for choice of a particular block. Similarly 2% will be charged extra for choice of a particular floor (4% for both block and floor). 6% of the cost (at the time of allotment) will be charged extra for choice of a particular flat. A copy of the layout plan indicating unit number is attached with this Brochure.

**Note:- In case the cost of unit increases/decreases at later stage, the choice money so taken/calculated shall not be changeable/ adjustable/ refundable**

- (ix) In case of a tie for particular unit the allotment will be decided by draw of lots.
- (x) Choice will be required to be exercised so as to reach the office of the Chief Executive Officer-cum-Secretary by the last date prescribed. Only first choice will be considered.
- (xi) The choice money will not be refunded, if the allotment is cancelled subsequently in accordance with the provisions contained in these terms and conditions.

8. **PAYMENT SCHEDULE :**

**Partially Self Financing Scheme( under construction)**

- (i) 10% earnest money (with application) of the cost (Rupees 5,000/- deposited by demand survey applicants as initial amount is adjustable towards earnest money).
- (ii) 10% of the tentative cost within 45 days of issue of allotment letter.
- (iii) 30% of the tentative cost in 6 half yearly @ 5% (equal instalment). Possession will be offered only after payment of half of difference of final cost and tentative cost within 45 days and execution of Hire Purchase Tenancy Agreement.
- (iv) Balance 50% of the final cost in 10 half yearly equal instalment @5% with interest @ 12% PA. First half yearly instalment will due after six month from the date of final allotment letter and allottee will have to execute the conveyance deed/lease deed after making full payment.
- (v) Tentative schedule of completion is 3 years from the date of allotment. In case the Houses/Flats/Plots are ready for possession before completion of payment schedule the allottee will be required to make 50 % of the final cost in lump-sum before taking over possession of the unit (s).

**NOTE:-** *Payment schedule indicating amount(s) and date(s) will be supplied with allotment letter after draw of lots.*

9. The allotment letter will indicate the prescribed dates by which the payment of cost shall be required to be made as per above schedule. **No separate letter will be issued for any of the subsequent instalments. It will be obligatory on the part of the allottee to make the payments before the due dates indicated therein.** For payment of delayed instalments, requests can be considered for grant of extension beyond the due date on payment of interest @ 14% per annum. In the event of default, beyond the extended date, the allotment of the plot will be liable to be cancelled without making any further reference to the allottee.
10. The earnest money will be refunded to the applicant at any time before the draw of lots if a request for the same is made in writing. However, departmental charges @ 10% of the earnest money will be deducted. In case an applicant is not successful in the draw of lots, the earnest money and choice money shall be refunded to him without deduction of departmental charges, after a request for the same has been received in writing.

11. **MIS REPRESENTATION AND SUPPRESSION OF FACTS:**

If it is found that applicant has given false information and suppressed any material fact(s) application, registration & allotment may be liable to be cancelled. In such circumstances, full earnest money shall be forfeited besides any dues on account of interest, litigation, watch & ward and other losses which shall be recovered from the deposits of the allottee, if any, and the remainder refunded without any interest. This will be without prejudice to the rights of the Authority to initiate legal proceedings, if the situation so warrants in individual cases.

**12. CANCELLATION/SURRENDER:**

- (i) In case the applicant withdraws within one month of allotment 20% of earnest money will be forfeited. After one month upto one year 50% earnest money plus interest @ 14% per annum on due payment will be forfeited and after expiry of one year full earnest money plus interest/penal interest shall also be forfeited and the balance amount refunded to the applicant.
- (ii) If allotment of units is cancelled (either on the allottee's own request or due to non fulfillment of the terms and conditions of allotment by allottee) after the expiry of one month from the date of issue of allotment, 50% earnest money will be forfeited alongwith interest calculated @ 14% (fourteen percent) per annum on the instalments remaining due from time to time shall be charged/deducted.
- (iii) The above provision will be applicable only upto one year from the date of allotment. If an allottee withdraws after one year or his allotment is cancelled for default or non-fulfillment of the terms and conditions of allotment by the allottee, in that event full earnest money shall be forfeited. However, penal interest & choice money, if any, paid shall not be refundable.  
Provided that the above provisions will not apply in case of death of the allottee. In such eventuality all deposits made by the allottee except penal interest & choice money will be refunded.
- (iv) The flat cancelled within one month it can be offered to the applicant in waiting list and in case of such allotment, no interest should be charged. After one month if cancellation occur unit should be treated as vacant and it should be re-advertised for allotment on updated cost. The Chief Executive Officer-cum-Secretary in exceptional cases where he is satisfied about the genuineness of the reasons given by the allottees for non payment of total amount, may allow the payment in installment with interest @ 12% per annum within such period as determined by him.

**13. CHANGE OF CATEGORY:**

In case the allottee wants change of allotment from one category to other after allotment, the Chief Executive Officer-cum-Secretary may consider such requests subject to the following:

- (i) The allottee is required to deposit upto date dues of original allotment.
- (ii) The change will be considered if no application is pending for the category for which change has been requested.
- (iii) If there is more than one applicant for such change, the allotment will be decided by draw of lots.
- (iv) The allottee shall have to deposit the departmental charges @ Rs.5000/- for change of allotment provided that such requests will be considered only as a special case at the sole discretion of the Chief Executive Officer-cum-Secretary.
- (v) The allottee will not be given any credit for the amount deposited by him on account of Choice Money, Watch & Ward charges & penal interest in respect of original allotment.

**14. TRANSFER OF REGISTRATION/ALLOTMENT:**

- (i) No transfer of registration is allowed before draw of lots. The allotment made to an applicant can be transferred within his/her blood relations subject to the approval of the Chief Executive Officer-cum-Secretary and on payment of Rs. 5000/- or as decided by authority from time to time. The "blood relation" would include, wife or husband, as the case may be, father, mother and brother, sister, son and daughter (both married and un-married).

- (ii) The Chief Executive Officer-cum-Secretary may allow transfer of allotment by an allottee to another person other than the blood relation on payment of transfer/fee should be as decided by Authority from time to time.

15. **CONVEYANCE DEED:**

Conveyance Deed to be prescribed by the Chief Executive Officer-cum-Secretary will be executed and got registered after full cost of the units has been paid by the allottee. The documentation charges and the registration fee shall be borne by the allottee.

16. **FIXATION OF COST:**

Notwithstanding anything contained in these terms and conditions or in the notice inviting applications, if, after receipt of final bills for the construction of unit or for expenditure incurred for any other reasons the Chief Executive Officer-cum-Secretary considers it necessary to revise the price already specified in the notice or allotment letter, he may do so and determine the final price and all the allottees under the scheme shall be bound by such determination and they shall pay the difference, if any, between the final price so determined and the tentative price paid by them.

Provided that the price of any unit shall not be changed to the dis-advantage of the allottee after execution of Conveyance Deed/Lease Deed as the case may be, except:

- (i) Recovery of enhanced cost of land awarded by any competent court of law at any subsequent stage including during the pendency of appeals in the higher courts.
- (ii) Recovery of any amount awarded by any Arbitrator or any court of law arising out of any dispute between the HIMUDA and Contractors/allottees etc.

The amount to be recovered under (i) & (ii) above shall be determined by the Chief Executive Officer-cum-Secretary and the same shall be binding on the allottee/vendee.

17. **SAVING:**

Save as otherwise expressly provided by these terms and conditions, notice inviting applications and any other documents exchanged between the allottee and the HIMUDA authorities, cost, plot area and the other relevant information may be varied by the Chief Executive Officer-cum-Secretary from time to time at his absolute discretion and if in connection with exercise of the powers and discharge of his functions, any dispute arises between the Chief Executive Officer-cum-Secretary and the allottee, the decision of the Chairman, HIMUDA on such disputes shall be final and binding.

18. **HANDING OVER POSSESSION:**

The Plots/Flats will be handed over to the allottee after making prescribed payment and completion of formalities as stipulated in allotment letter. HIMUDA shall not have any responsibility or obligation for any damage occurring to the units and/or the services, like roads, paths, water supply/sewerage, electric supply and /other development works after the units are handed over.

19. **MISUSE, ADDITIONS, ALTERATIONS ETC:**

The Plots/ Flats shall not be used for any purpose other than residential for which these are allotted. The allottee shall not be entitled to sub-divide the units or amalgamate it with any other dwelling units or make any additions/alterations without the prior written permission of HIMUDA. The allottee shall not be entitled to sell, mortgage, transfer or otherwise part with the possession of the whole or any part of the units for a period of 5 years from the date of execution of Conveyance deed after making payment of full cost without the permission of the Chief Executive Officer-cum-Secretary who may consider such requests on payment of transfer charges as prescribed under Condition No. 14 above.

20. **GENERAL:**

- (i) Above terms and conditions contained in the brochure will be followed generally, but HIMUDA reserves right to alter any of them in its absolute discretion, if any, when considered necessary.
- (ii) HIMUDA reserves the right to withdraw the scheme at any time.
- (iii) All rates, taxes, including Service Tax/SBC charges, fees assessment, Municipal or otherwise and other levies of whatsoever nature levied upon the property by NAC/Municipal Corporation/Authority/State Government from time to time shall be payable by the allottee directly.
- (iv) Expenses for execution of Conveyance Deed/Lease deed and all other incidental expenses shall be borne by the allottee.
- (v) The allottee shall be offered possession of the unit after completion of construction.
- (vi) The allottee shall execute the HPTA/Conveyance Deed with HIMUDA within such period, as may be prescribed before taking over possession of the plot and Conveyance deed shall be signed by him after the recovery of full cost of the property including the amount of interest by HIMUDA
- (vii) The possession of the plot shall be handed over on receipt of the dues, documents and on fulfillment of conditions, stipulated in the allotment letter. If physical possession is not taken over at site within 45 days of the issue of the allotment letter, the allottee shall pay watch & ward charges @ 0.1% of the final cost per month for first three month. If allottee fails to take over the possession within 3 months (after expiry of 45 days as mentioned above), watch & ward charges @ 0.2% per month will be recoverable beyond three months. In case allottee fails to take over possession within one year, the allotment will be liable to be cancelled. For calculation of watch & ward charges period of 45 days mentioned in the letter offering possession shall not be counted.
- (viii) All the open spaces, parks, parking, or tot-lots, public amenities, shopping centers etc. as approved in the layout plan shall be the property of HIMUDA & HIMUDA reserves the rights to use such spaces for any other purpose at its discretion as and when required. HIMUDA will only provide basic services like roads, water supply, sewerage and electricity etc. in units and will not be responsible for providing other amenities mentioned in the layout plan which are for the purpose of land use only.
- (ix) For the maintenance of essential services unless the colony/area has been transferred to the local body by any specific or general order of the State Govt. the HIMUDA may raise funds by levying suitable maintenance charges. For delay in payment of maintenance charges, within prescribed period, the allottee will be liable to pay penal interest @ 14% per annum.



- (x) Water, electric and sewerage connections shall be arranged by the allottee at his/her own level and at his/her own expenses directly from the concerned authorities.
- (xi) All disputes shall be subject to the jurisdiction of Courts within Himachal Pradesh.
- (xii) Both husband and wife are eligible as per terms and conditions of the scheme and can apply for allotment of Flats/Plots separately alongwith the requisite initial deposit. However, if both husband and wife are successful for allotment, one of them will have to surrender his/her allotment within 30 days of the issue of allotment letter and earnest money will be refunded to him/her on request. In case allotment of the second unit is not surrendered within the prescribed period, the allotment of both the plots shall be cancelled & deposits refunded according to condition-11 of the schemes.
- (xiii) Mere submission of application form alongwith initial deposit shall not entitle the applicant to the allotment of a unit and inclusion of applicant's name in the draw of lots shall be subject to fulfillment of the terms and conditions of the schemes. Inadvertent inclusion of the name of an ineligible applicant in the draw of lots shall not vest any right of allotment on the applicant and in case an applicant is found ineligible at any stage, the registration as well as allotment of the plot shall be cancelled and the deposits made shall be liable to be forfeited.
- (xiv) All payments will be accepted through demand draft drawn on any scheduled bank located at Shimla, in favour of the Chief Executive Officer-cum-Secretary, HIMUDA Shimla directly or by depositing the requisite amount with the authorized Branches of the Banks in HIMUDA Bank Account No.09810200000049 UCO Bank, Nigam Vihar, Shimla IFSC Code No. UCBA0000981 by clearly mentioning transaction ID No. & date, name(s) of the applicant(s), housing colonies & categories of Houses/Flats/Plots in the application form.
- (xv) The applicant must initial additions, over-writing/cuttings in the application form.
- (xvi) Incomplete or defective or conditional application will not be entertained and shall be liable to be rejected. In case requisite information has not been furnished by filling in the necessary columns of the application form or if the necessary certificate has not been furnished regarding the eligibility of the applicant or any other requisite certificate, the application shall be deemed to be incomplete.
- (xvii) The allottees will be bound to form society i.e Residents Welfare Association of HIMUDA Colony for maintenance & upkeep of the common areas & facilities. It will be binding upon allottee to become a member of the said society and allottee will have bring proof to this effect from society in shape of NOC etc. at the time of execution of HPTA, conveyance deed, seeking permission for transfer, Mortgaging the unit and other NOC from HIMUDA. Beside this allottee will rendered himself/herself liable to take legal course of action for breach of terms & condition of allotment.
- (xviii) In case of plots, allottee is required to construct the house within 5 years from the date of issue of final allotment letter after getting the plans approved from HIMUDA/Local Authority, as the case may be. If the allottee fails to construct the house within a period of 5 years from the date of final allotment, the allottee shall be liable to pay HIMUDA a levy @ 5% of the cost of the plot per year or as fixed by the Authority from time to time.  
Provided that extension in exceptional cases will be granted upto 10 (ten years from the date of final allotment letter and thereafter no further extension will be

granted and rather proceedings for resumption of plot will be initiated at the risk and cost of Vendee/allottee.

- (xix) The plan of the building to be constructed on the plot shall be approved by the HIMUDA/Local Authority, as the case may be, strictly as per zoning plan of the colony. The cost of the common wall i.e. boundary wall/partly wall (which appears common in the zoning plan) shall be shared equally by both the allottees. In case of any dispute, the decision of the CEO-cum-Secretary shall be final and binding on both the parties. But still if difference persists the parties will seek redressal from Court of Law at their own and HIMUDA will have nothing to do. The building plan will be examined on receipt of requisite fee as prescribed by the Board from time to time.
- (xx) The building so constructed on the allotted plot shall not be used for a purpose other than residential for which the plot has been allotted. Use of premises for guest-house will be considered as breach of terms and conditions.
- (xxi) The vendee shall not use or permit to be used the plots/flats for other purpose except residential because the unit has been allotted for residential purpose only. In case the vendee uses the unit for any other purpose i.e. commercial or any other activities, the vendor reserves the right to resume the plots/flat without payment of any refund.
- (xxii) If any damages are caused to the flat after handing over possession and in the occupancy of the allottee due to natural calamity or for any reasons not attributable to the Authority, the Authority will not be responsible. For the same and it will be the responsibility of the allottee to repair the damages at his risk and cost.
- (xxiii) The price of the unit shall not be enhanced to the disadvantage of the allottee after the execution of the conveyance deed except where the award of the land on which plot/flat/house has been constructed/developed has been enhanced by the competent court of Law at any stage including during pendency of appeals in higher courts and also recovery of any amount awarded by any Arbitrator or any Court of law arising out of any dispute between the HIMUDA and contractor/allottees etc. In case of increase in such circumstances, the allottee will have to pay the additional cost worked out by the CEO-cum-Secy which will be final and binding on the allottee.
- (xxiv) The cost, completion period, number of units, plinth area and plot area is tentative and subject to variation depending upon the site condition.
- (xxv) The applicant will not be entitled for allotment of a residential unit in a particular colony in case, he/she and other family member(S) including (minor) owns a residential unit in that colony.
- (xxvi) After an allottee gets possession he/she shall be required to pay ground rent on yearly basis from the date of commencement of lease, calculated on premium of the land at 2.5% per annum for the first 33 years, @ 3.75% per annum for next 33 years and @ 5% per annum for the remaining 33 years of lease.
- (xxvii) Breach of any of the conditions of the Brochure shall make the allotment liable to be cancelled and after payment of cost and execution of Conveyance deed/lease deed, the Authority shall be within its right to take legal action for remedy of breach including claiming damages.