# H.P HOUSING & URBAN DEVELOPMENT AUTHORITY

**(A Govt. Undertaking)**

***HIMUDA OFFERS OPPORTUNITIES TO ALL CITIZENS OF INDIA TO OWN RESIDENTIAL FLATS/HOUSES/PLOTS IN VARIOUS HOUSING COLONIES UNDER PARTIALLY SELF FINANCING SCHEME***

***"FIRST COME FIRST SERVE BASIS"***

Himachal Pradesh Housing and Urban Development Authority invites applications for allotment of left out plots/ houses/flats ready for possession/under construction in various Housing Colonies in HP on **"First Come First Serve Basis".**

Brochure of the schemes along with application form will be available for sale at HIMUDA Headquarter Nigam Vihar Shimla- 2, Divisional offices at Shimla, Parwanoo, Mandi & Dharamshala at a cost of Rs. 50/- in cash. Application form can also be downloaded from our website http://himuda.hp.gov.in/(free of cost). Application forms complete in all respects along with 10% earnest money of tentative cost of unit should reach HIMUDA Headquarter Nigam Vihar, Shimla-2(HP).

**Note:- The applicants who have registered their names under Demand Survey during 2010 and 2011 for allotment of plots/houses/flats are also informed through this advertisement that in case they are interested to get these plots/houses/flats allotted in their favor, they will also have to apply on above prescribed application form along with 10% earnest money & choice money if any and Rs. 5000/- already deposited as initial amount by them will be adjusted towards 10% earnest money. It may also be noted that no separate information shall be communicated to these applicants in this regard except this advertisement being uploaded on above website.**

(Please read instructions, terms and conditions of the scheme given in the Brochure before filling the application)

**BRIEF DETAILS OF PLOTS/HOUSES/FLATS:-**

| Plot/ House / Flat | Category | Block No. | Flat No. | House No. | Plot No. | Tentative Unit Area (sqm) | Tentative Plot Area (sqm) | Tentative Accommodation | Tentative Cost in Lacs for flats and per Sqm. for plots | Total Unit Nos. |
|---|---|---|---|---|---|---|---|---|---|---|
| **Kala Amb (Moginand) *(Phase-I)* Distt. Sirmour (Ready for Possession)** | | | | | | | | | | |
| Plot | | | | | | | | | | |
| 1 | Cat-I | | | | | | | | | |
| 2 | Cat-II | | | | | | | | | |
| | | | | | | | | | | |

| **Bhatoli Kalan (Baddi) Distt. Solan (Ready for Possession) Flats** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Plot/ House / Flat** | **Category** | **Block No.** | **Flat No.** | **House No.** | **Plot No.** | **Tentative Unit Area (sqm)** | **Tentative Plot Area (sqm)** | **Tentative Accommodation** | **Tentative Cost in Lacs for flats and per Sqm. for Plots** | **Total Unit Nos.** |
| 1. | Cat-IV | 0 | 3rd F. 29 | | | 28.22 | | Single Room | Rs. 3.73 | 1 |
| 2. | | | | | | | | | | |
| 3. | | | | | | | | | | |

**Parwanoo Sector IV (Now Sect-V)Distt. Solan (READY FOR POSSESSION)**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Single Room | 14 | 14 | | | 30.90 | Single Room | Rs. 8.00 | 1 |
| 2 | Single Room | 12 | 14 | | | 30.90 | Single Room | Rs. 8.00 | 1 |
| 3 | | | | | | | | | |

## Details of vacant FLATS in Housing Colony Kamli, Sector-III, Parwanoo .

| CAT | plinth Area | Accommodation | Block | Flat | Final cost in Lacs | Total Nos of vacant units. |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| **Flowerdale (Ready for possession Basement Flats)** | | | | | | |
|---|---|---|---|---|---|---|
| Sr.No. | Category | Flat No. | Block No. | Plinth Area(Sqm) | Accommodation | Final cost (in Lacs) |
| 1 | Cat IV | 10 | 19 | 26.12 | Single room | 25.58 |

**Detail of Vacant Flats in Housing Colony at Nalagarh, District Solan [HP]**

| **Category of Unit** | **Tentative Plinth Area** | **Tentative Accommodation** | **Block No.** | **Flat No.** | **Final Cost in Lac** | **No. of Units** |
|---|---|---|---|---|---|---|
| Cat-II Flats with Parking | 99.26 | 2BHK | 8 | 3rd Floor 12<br>4th floor 13,14,15,16 | Rs. 36,58,200/- | 5 Nos. |
| ---do--- | 99.26 | 2BHK | 9 | 3rd floor 11,12<br>4th floor 13,14,15,16 | Rs. 36,58,200/- | 09Nos. |
| --do---- | 99.26 | 2BHK | 10 | First floor 3<br>3rd floor 11,12<br>4th floor 13,14,15,16 | Rs. 36,58,200/- | 11Nos. |

| **Shahi Nallah ,Kullu (Ready for possession)** | | | | | | | |
|---|---|---|---|---|---|---|---|
| S.No. | **Category** | **Block** | **Flat no.** | **Plinth area in Sqm** | **Accommodation** | **Cost** | **Total No.** |
| 1 | Cat-III Flat with parking | 1 | 1st F 3,<br>2nd F. Parking | 83.90 | 2BHK | Rs. 35.53 | 01 |
| 2 | Cat-III Flat with parking | 4 | G.F. 1<br>2ndF. Parking | 83.90 | 2BHK | Rs. 35.53 | 01 |

## Details of vacant unites i.e Residential under HIMUDA Division at Mandhala (Baddi) FLATS:

| **Category** | **Flat No.** | **Block No.** | **area in sqmt.** | **Accommodation** | **Cost in lacs for flats** | **Total unit Nos** |
|---|---|---|---|---|---|---|
| Cat-IV | **GF 101, 102,105,106, 107,108<br>Ist F 206 & 208 2nd F 303,306,307,308<br>3rd F 401, 403, 404, 405,406,407 &408** | B | 27.92 | Single Room | Rs. 7.33 | 18 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Cat-IV | **GF 102,104,106,108 Ist F 202,203,204,205,206,208 2nd F 301,302,303,304,305,306,307,308 3rd F 401,403,404,405,406,408** | C | 27.92 | Single Room | Rs. 7.33 | 24 |
| Cat-I | **G.F Parking Ist F 102 2nd 201, 202 3rd F 301 4th F 402 5th F 501,502** | B-3 | 125.00 | 3BHK | Rs. 36.47 | 7 |
| Cat-II | **Parking 503,504** | B-4 | 100.00 | 2BHK | Rs. 29.18 | 2 |
| Cat-III | **Ist F 201 2nd F 301** | C-1 | 56.00 | 1BHK | Rs. 16.34 | 2 |
| Cat-III | **2nd F 301 4th F 402** | C-2 | 56.00 | IBHK | Rs. 16.34 | 2 |
| Cat-III | **Ist F 201,202 2nd F 302 4th F 401** | C-3 | 56.00 | 1BHK | Rs. 16.34 | 4 |
| Cat-III | **G.F 101 Ist F 202 2nd F 301,302 3rd F 401, 402** | C-5 | 56.00 | 1BHK | Rs. 16.34 | 6 |

**Note:- For details please see brochure and below website.**

For enquiry please contact:

Phone :- 0177-2623790, 2623705. Fax:-0177-2620521,2623860.website :- http://himuda.hp.gov.in/ Email:-info@himuda.com; ceo@himuda.com

**CEO-cum-Secretary,**
**HIMUDA, Nigam Vihar, Shimla**

**APPLICATION FORM NO: DOWNLOADED**

**HIMACHAL PRADESH HOSUING AND URBAN DEVELOPMENT AUTHORITY "NIGAM VIHAR" SHIMLA-171002**

**"FIRST COME FIRST SERVE BASIS"**

**(Please read instructions, terms and conditions of Brochure before filling the application)**

*Affix stamp size photograph*

**To**

**The CEO-cum-Secretary,** HIMUDA,
Nigam Vihar, Shimla-171002.

Sir,

I/we apply for registration under HIMUDA's scheme for purchase of residential House/Flat/Plot No…….. and Category_____in Housing Colony at_____(category, place & Housing colony may be mentioned strictly as per detail attached with Brochure**)** as per terms and conditions specified in the brochure and as per details given below:

**All columns of application form should be filled in CAPTIAL LETTERS**

**Applicant's Name**

**Father/Husband's name:**

**Postal address for correspondence**

P I N

**Permanent address**

P I N

**Date of birth/age**

| Day | Month | Year |
|---|---|---|
| | | |

Contact Number

with STD code:-

Mobile No.

Sex:- Male/Female

Marital Status:- Married/Un-married

E-mail ID:- _____.PAN No._____

Aadhar No.(if any) _____.

Whether you had applied under demand survey in 2010 and 2011? Yes/No

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If Yes name of place for which applied for_____
Registration No._____
Date_____
Receipt No._____
Date_____
**(Rt. No. of initial amount of Rs. 5000/-) OR DD No:**_____
Date_____
**Bank Name** _____

I/we hereby remit a sum of Rs._____(Rupees_____
_____as earnest money/choice money by demand draft No._____
dated -_____favouring Chief Executive Officer-cum-Secretary, HIMUDA, Shimla- 171002 payable on any scheduled Bank at Shimla OR by depositing the requisite amount through RTGS/NEFT in HIMUDA Bank Account No.09810200000049 UCO Bank , Nigam Vihar, Shimla IFSC Code No. UCBA0000981 vide transaction ID No_____
dated_____ (**Note:-Applications not accompanied with earnest money will not be entertained).**

I /we hereby declare that I/we have carefully read and understood the terms and conditions of HIMUDA Self/ Partially Self Financing Schemes in respect of above colony supplied by HIMUDA, Nigam Vihar, Shimla-2 and do hereby agree to abide by them.

Yours faithfully
,

**Place:**
**Date:**

**Signature of applicant(s)**

**Three specimen signature of the applicant**
(Duly attested by a Gazetted officer/Notary Public).

1._____2._____3._____

HIMUDA

Application Form No._

# H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

**(A State Government Undertaking)**

## BROCHURE FOR SALE OF LEFT OUT RESIDENTIAL PLOTS/HOUSES/FLATS/READY FOR POSSESSION/UNDER CONSTRUCTION IN VARIOUS HOUSING COLONIES IN HIMACHAL PRADESH ON"FIRST COME FIRSTSERVEBASIS"

**Cost of Brochure--**

**Cash Counters:-**

HIMUDA offices (Price Rs50/-) Non-refundable

From HIMUDA website -www.himuda.com

(can be downloaded free of cost)

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**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

**Note:-1.) Allotment will be decided as per procedure laid down under condition No. 7 of brochure**

**2.) The Applicant is required to inspect the site/unit and go through instructions, conditions of Brochure before filling the application for allotment as the allotment will be made on as is where basis is.**

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

1. **SCHEMES**: HIMUDA announces Self Financing and Partially Self Financing Schemes for allotment of units in the Housing Colonies on free hold and lease hold basis as per detail attached.
2. **LOCATION**: Tentative Plans showing the locations, sites and distance of the Housing colonies in which available units are being offered is uploaded on HIMUDA website.
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 along with 10% earnest money and Rs. 5000/- already deposited as initial amount by them will be adjusted towards 10% earnest money.**
5. **RESERVATION:- NA**
6. **HOWTOAPPLY:**
   - ***(i)*** Brochure containing application form , shall be available at HIMUDA offices at Shimla, Parwanoo, Mandi, Dharamsala on payment of Rs.50/- (Rupees fifty) only same can be downloaded from HIMUDA website free of cost.
   - ***(ii)*** All columns of application form should be filled in CAPTIAL 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)*** 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 along with 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.
   - ***(iv)*** 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 on "**first come first serve basis**" and date wise priority list will be maintained. The date of receipt of application in HIMUDA Head Office will be considered the date of priority.
   - ***(ii)*** In case two or more applications are received on a date for particulars units, the allotment will be decided by draw of lots by the Committee and only first choice will be considered.
8. **PAYMENT SCHEDULE:**

   **I)Partially Self Financing Scheme (ready for possession)**

   - ***(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).

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(ii) 40% of the cost (exclusive of earnest money) within 45 days of issue of allotment letter. Possession will be offered only after payment of cost payable as per this para and execution Hire Purchase Tenancy agreement within 45 days of issue of allotment letter failing which watch and ward charges as per rate prescribed under sub condition-
(vii) of condition No.20 along with service tax as applicable from time to time.

(iii) Balance 50% of the cost in 10 half yearly installments along with interest @ 11% P.A. First half yearly installment will due after six month from the date of allotment and allottee will have to execute conveyance deed after making full payment.

**II)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 instilment).
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 installment @5% with interest @ 11% PA. First half yearly installments will due after six month from the date of final allotment letter and allottee will have to execute the conveyance 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 installments. It will be obligatory on the part of the allottee to make the payments before the due dates indicated therein. For payment of delayed installments, 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 unit 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 allotment of unit if a request for the same is made in writing. However, administrative charges @ 10% of the earnest money along with service tax will be deducted.

*11.* Service tax as applicable will be charged extra as per Govt. norms from time to time.

*12.* **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.

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**13. CANCELLATION/SURRENDER:**

**(i)** In case the applicant withdraws after draw of lots/issue of allotment letter within 30 days, 20% of the earnest money shall be forfeited and the balance 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 along with interest calculated @ 14% (fourteen percent) per annum on the installments remaining due from time to time shall be charged/deducted. Such interest will be calculated from the day the payment of amount becomes due as per allotment letter up to the date of receipt of application for cancellation of allotment, whichever is earlier. In case application for cancellation of allotment is received during the currency of a particular half yearly period, interest @ 14% will be recoverable on principal cost only for broken period from the first day of commencement of that half yearly period to the date of receipt of application.

**(iii)** The above provision will be applicable only up to 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, if any, paid shall not be refunded and the penal interest due will also be deducted from refundable amount. 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.

**14. CHANGE OF CATEGORY:**

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

**(i)** The allottee is required to deposit up to 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 administrative charges @ Rs.5000/- or as fixed by the Authority from time to time 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 & service tax in respect of original allotment.

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

**(i)** No transfer of registration is allowed before draw of lots. The allotment made to an applicant can be transferred with in his/her blood relations subject to the approval of the Chief Executive Officer- cum-Secretary on payment as fixed by the 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 during tenancy period and after execution of conveyance deed on payment of transfer charges as fixed by the Authority from time to time transfer permission will be accorded at absolute discretion of the CEO-cum-Secretary.

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***16.*** **CONVEYANCE DEED/LEASE 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.

***17.*** **FIXATION OF COST:**

Not-withstanding anything contained in these terms and conditions or in the notice inviting applications, if, after receipt of final bills for the development of plots 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 plot shall not be changed to the dis- advantage of the allottee after execution of Conveyance 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.

***18.*** **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.

***19.*** **HANDING OVER POSSESSION:**

The Houses/Flats/plots 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.

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

The Houses/Flats/plots 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 without the permission of the Chief Executive Officer-cum-Secretary who may consider such requests on payment of transfer charges as prescribed from time to time.

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*21.* **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, charges, fees assessment, Maintenance Charges, Service Tax, 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 HPTA/Conveyance Deed and allot her incidental expenses shall be borne by the allottee.

***(v)*** The allottee shall execute the HPTA/Conveyance Deed with HIMUDA within such period, as may be prescribed before taking over possession of the unit and Conveyance deed shall be signed by him/her after the recovery of full cost of the property including the amount of interest by HIMUDA

***(vi)*** 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. The units are offered purely on as is where is basis and no representation regarding repairs etc. will be entertained.

*22.* 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.

***(i)*** 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%perineum.

***(ii)*** Water, electric and sewerage connections shall be arranged by the allottee at his/her own level and at his/her own expenses directly from theconcerned authorities.

***(iii)*** All disputes shall be subject to the jurisdiction of Courts within Himachal Pradesh.

***(iv)*** Mere submission of application form along with initial deposit shall not entitle the applicant to the allotment of a unit and inclusion of applicant's name in the draw of lots/allotment 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 lot/allotment 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 unit shall be cancelled and the deposits made shall be liable to be forfeited.

***(v)*** 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

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Houses/ Flats/ Plots in the application form.

***(vi)*** The applicant must initial additions, over-writing/cuttings in the application form.

***(vii)*** 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 being complete.

***(viii)*** The allottees will be bound to form society 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.

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 up to 10 (ten years from the date of final allotment letter and there after no further extension will be granted and rather proceedings for resumption of plot will be initiated at the risk and cost of Vendee/allottee. 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 redressed 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 HIMUDA from time to time.

***(ix)*** 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 etc. will be considered as breach of terms and conditions.

***(x)*** The vendee shall not use or permit to be used the premises of the flats/houses/plots 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 unit without payment of any refund.

***(xi)*** If any damages are caused to the house/flat/plot after handing over possession and in the occupancy of the allottee due to natural calamity or for any reasons not attributable to the HIMUDA, the HIMUDA 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.

***(xii)*** 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-Secretary which will be final and binding on the allottee.

***(xiii)*** The cost, completion period, number of units, plinth area and plot area is tentative and subject to variation depending upon the site condition.

***(xiv)*** 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.

***(xv)*** 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.

***(xvi)*** The Authority may revoke cancellation of any unit if the lessee/allottee pay all outstanding dues along with interest, litigation and penalty charges as decided by the authority and also agree not to breach any of the terms and conditions of the scheme in future.

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