

# **HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**

## **Estate Management Procedures for Residential Plots**

**- Effective date-17<sup>Th</sup> July 2005**

Industrial Model Township (IMT) Manesar , Industrial Growth Centre (GC) Bawal and Growth Centre (GC) Saha (Ambala) have been developed as integrated industrial townships wherein facility for social infrastructure and housing including housing for Industrial entrepreneurs/ workers have been planned. There are more such townships being planned on this pattern. The concept has been promoted to check the mushrooming growth of unauthorized colonies on account of coming of large sized MNCs /industrial houses and to meet the growing demand of industrial workers as well as industrial entrepreneurs for housing.

The residential scheme of HSIDC comprises plotted and flatted development. In order to regulate the allotment of residential plots, following are the guidelines: -

### **ESTATE MANAGEMENT PROCEDURES FOR ALLOTMENT OF RESIDENTIAL PLOTS**

In order to make allotment of residential plots, advertisement will be released in the leading News papers detailing the number of plots category-wise as per scheme and tentative cost of plot, earnest money with the application and terms & conditions of allotment etc.

The sale of forms and receipt of applications will only be through all branch offices the Corporation or as notified in the advertisement. Only such applications will be valid which are accompanied by specified earnest money equivalent to 10% of the tentative price in the form of demand draft in favour of the HSIDC, drawn on any scheduled bank and payable at Panchkula. The Scheme will be kept open for a period as mentioned for inviting applications. Applications received late due to any reason(s) including postal delays will not be entertained. In case the last date falls on a holiday, the next working day will be the last date of submission.

## **1. ELIGIBILITY FOR ALLOTMENT OF PLOTS**

1.1 Allottees of Industrial plots in that particular Industrial Estate.

## **2 MODE OF ALLOTMENT.**

- 2.1. The applications shall be made in the name of allottee of industrial plot only in whose name industrial plots have already been allotted.
- 2.2 Allotment will be restricted for only one residential plot against one already allotted industrial plot. Those who have already availed the facility shall not be eligible in subsequent allotments.
- 2.3 The allotment shall be made by draw of lots separately for each category of plots/site. The draw of lots will be held within 90 days of closing date for submission of applications.
- 2.4 The allotment letters/ refund orders will be dispatched within 30 days of draw of lots. No interest will be paid on the application money refunds.
- 2.5 Plot numbers can be changed only in the case of mutual exchange subject to approval of HSIDC.

## **PRICE OF RESIDENTIAL PLOTS**

The Corporation may fix the rate as under:

Allotment rate for residential plots will be 20% higher than the prevailing price of industrial plots in that Estate.

### **Note:**

1. In case of corner/preferential residential plots, the price will be 10% higher than the other plots.
2. In case of Special preferential plots, the price will be 20% higher than the other plots.

*Preferential plot*

- A plot facing 30 meter or above wide road.

*Special preferential plot*

- A plot facing 30 meter or above wide road and is also a corner plot.

#### **4. PAYMENT TERMS**

- 4.1 Earnest money equivalent to 10% of the tentative price in the form of demand draft in favour of the HSIDC, drawn on any scheduled bank and payable at Panchkula is to be deposited along with application form.
- 4.2 The applicant shall, within 30 days, from the date of issue of allotment letter, deposit with the HSIDC, 15% of the tentative price, which together with the earnest money equals 25% of the tentative price of the plot. In case of failure to deposit the said amount within 30 days, the period can be extended for 60 more days on payment of interest @14% p.a. If payment is not made within this period also, the allotment shall be cancelled and the deposit of 10% earnest money, paid with the application forfeited, against which applicant shall have no claim or damages etc.
- 4.3 The balance 75% amount can be paid in lump sum without interest within 60 days from the date of issue of the allotment letter or in six equated half yearly installments. The first installment will fall due after the expiry of six months from the date of issue of allotment letter. The installments shall carry an interest @ 11% per annum on the remaining amount of cost of plot from the date of offer of possession. Any delay in payment shall carry interest @ 14% on the amount in default for the defaulted period.
- 4.4 The price of the plot is tentative and any additional price as a consequence of enhancement in compensation awarded by the court(s) shall be payable by the allottee in lump sum within 30 days from the date of demand notice failing which a penal interest @ 14% p.a. shall be charged from the date of notice. In the event of non-payment of such enhanced compensation within a period of three months of the notice, the plot/shed shall be liable to be resumed.
- 4.5 The possession of the plot will be offered on completion of the development works. In case the allottee wants to construct on the plot without the development work being completed, possession can be given subject to payment of interest on balance cost as applicable at 5.3 above.

**5. Acceptance of surrender of Residential Plot:**

- 5.1. In case of surrender of residential plot, refund will be allowed after forfeiting the amount equivalent to 10% of the total Cost of the plot. Interest, delayed interest and penalty, if any already paid shall not be refunded.
- 5.2. Where the application for surrender has been received within thirty days of issue of allotment, no amount shall be forfeited.

**6. Construction on Residential Plot:**

- 6.1. The construction shall be completed by the allottee within a period of three years of 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. Extension in period for completion of construction beyond the period of three years shall be granted on payment of extension fee, which shall be @ 25%,35% and 50% of the applicable transfer fee for 1st yr.,2nd yr. and 3<sup>rd</sup> yr. respectively. The plot shall be resumed in case the construction is not completed within the extended period.
- 6.2. The use of land and of 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.
- 6.3. The allottee shall apply for and obtain the Occupation Certificate in field office of HSIDC before occupying the building.
- 6.4. The plot shall not be used for any purpose other than for which it has been allotted, i.e. for residential purpose. The allottee shall not make any alteration/modification/addition in the building without prier permission in writing from HSIDC and no fragmentation of the plot/building shall be permitted.
- 6.5. 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 assessed and paid by HSIDC in case the allottee wants to make use of the same. HSIDC shall not

be responsible for leveling of the uneven site. However, clubbing of two adjacent plots shall be permissible.

## **7. Transfer of Residential Plot:**

- 7.1 The plot shall continue to belong to the HSIDC until the entire consideration money together with interest and other amount, if any, due to the HSIDC on account of sale of land is paid. Allottee shall have no right of transfer by way of sale, gift, and mortgage or otherwise the plot/building or any right, title or interest thereon till the full price is paid to the HSIDC, except with the prior permission of HSIDC in writing.
- 7.2 On payment of 100% of the price of the plot/building, the deed of conveyance in the prescribed form and in such manner as may be directed by HSIDC shall be executed. The charges for registration and stamp duty will be paid by the allottee.
- 7.3 No transfer of residential plot shall be allowed unless all dues have been paid to HSIDC by the allottee and conveyance deed has been executed. No such transfer will be made without HSIDC's permission. However, the plot allotted under category of 'Allottee of industrial plot' shall be transferable only to an allottee of industrial plot in that Estate, whereas there will be no such restriction for plots allotted under general category. The transfer fee shall be charged as under:
- |        |   |
|--------|---|
| Zone A | @ 3% of the prevailing price of residential plots |
| Zone B | @2% of the prevailing price of residential plots  |
| Zone C | @1% of the prevailing price of residential plots  |
- 7.4 The areas falling in category of zone A,B & C are as under:-
- Zone 'A'** Areas within the municipal limits of Gurgaon Town, Gurgaon Block of Gurgaon district including Manesar, the municipal limits of Faridabad Municipal Complex, Faridabad and Ballabagarh Blocks of Faridabad district.
- Zone 'B'** Controlled areas of Kundli, Rai, Bahadurgarh, Bawal and Panchkula Urban Estate.
- Zone 'C'** Rest of the State except those mentioned above.

7.5 Application for transfer of plot shall be received on the prescribed performa and shall accompany the following:

- a) Request for transfer alongwith agreement to sell.
- b) Original allotment letter
- c) Affidavits of signatures duly executed by the allottee and proposed transferee duly attested by Executive Magistrate,
- d) Undertaking of the proposed transferee for payment of dues, if any, payable to the Corporation,
- e) Photographs of proposed transferee.
- f) Copy of allotment letter of Industrial plot of both allottee and proposed transferee, if applicable.

Note: Transferee shall step into the shoes of original allottee for all intents and purposes and only balance period of construction shall be available to the transferee

7.6 On submission of the above documents, the application shall be processed and on being found eligible, the allottee/proposed transferee shall be asked to submit the following before issuance of final transfer letter/re-allotment letter in favour of the proposed transferee:

- 1) Payment of transfer fee at the applicable rate
- 2) Copy of conveyance deed in favour of original allottee
- 3) Indemnity bond
- 4) Any other document specified in the Provisional transfer letter

## **8. Mortgage of the plot:**

The permission to Mortgage of the plot will be allowed only to the lawful allottee for obtaining loan from a Housing financial institution/Bank for construction of the residential building on the plot for which the allottee will apply to the HSIDC alongwith letter/sanction letter of the financing institution. The Mortgage shall however be effected only on receipt of full and final payment towards tentative cost of the plot and execution of conveyance deed in favour of the allottee. The permission to mortgage the plot against collateral security for obtaining loan for any other purpose than the construction of the residential house shall be granted by HSIDC, only if, full cost of the plot has been received and there is no violation of the terms and condition of allotment made by the allottee.

**9. Resumption of Plot:**

- 9.1 The HSIDC will be competent to resume plots in its Estates in case an allottee defaults in complying with the terms and conditions of allotment. In case of resumption of the plot the principal amount deposited will be refunded without any interest after deducting 10% of price of plot. The amount of interest, delayed interest and penalty paid on installments, if any, shall also stand forfeited.
- 9.2 Upon resumption, the allottee will be free to remove the structure/debris, if any, within a period of two months of resumption order at his own cost, failing which it shall be removed by the HSIDC at the allottee's cost. It may be clarified that the allottee shall not be entitled to any payment/compensation for building constructed by it on the resumed plot.
- 9.3 An appeal shall lie to the Appellate Authority, which will be designated by the Board of Directors of HSIDC. No appeal shall be entertained against the resumption order after 90 days from the date of issue of order.

**10. General Conditions:**

- 10.1 If the allottee appoints any attorney, he/she/they shall submit the certified copy of the Registered Power of Attorney alongwith photograph and signatures of the allottee duly attested by the Executive Magistrate within a week from the registration of the deed by Regd. A/D post or in person.
- 10.2 The allotment shall be governed by the terms and conditions as laid down in the allotment letter and Estate Management Procedures of HSIDC with regards to residential plots as applicable from time to time. The policy changes and guidelines issued from time to time regarding extension in time, transfer charges etc. for various activities or any other issue pertaining to the allotment of residential plot shall be binding on the allottee.
- 10.3 The allottee shall pay the maintenance charges as applicable in the Estate.