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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 23 नवम्बर, 2023 / 02 मार्गशीर्ष, 1945

हिमाचल प्रदेश सरकार

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Dated, the 8th November, 2023

No. HHC/Estt.7(35)/05-IX.—In supersession of this Registry Notification No. HHC/Estt.7(35)/05-IX-3380-82, dated 25/26-02-2022 and in exercise of powers conferred under

175—राजपत्र / 2023—23—11—2023

(10127)

4. Member Secretary:

Addl. DC/ADM (Chief Planning Officer)

5. Functions of the Committee:

The District Planning, Development and 20 Point Programme Review Committee will function as the Policy and Planning Council at the district level to give directions to the Administrative and Technical Personnel besides according approval, overseeing the implementation in terms of monitoring and review in respect of developmental schemes/Programmes and 20-Point Programme to be executed at district level. The Committee will also have the final authority to approve the shelf of schemes/projects under various decentralized planning programmes including Backward Area Sub Plan. The meeting of the Committee will be held on quarterly basis as per date and venue fixed by the Chairman. The recommendations and suggestions of this committee will be sent to all the concerned Heads of Departments for taking appropriate action with a copy to Planning Department, HP.

6. Conditions Governing TA/DA:

The Official Members/non-official members shall be entitled for TA/DA as admissible under the rules as notified by the Finance Department from time to time.

Sd/-
(DEVESH KUMAR, IAS).
Pr. Secretary (Planning).

REAL ESTATE REGULATORY AUTHORITY HIMACHAL PRADESH**NOTIFICATION**

Dated, Shimla the 18th November, 2023

No. HP/RERA-(A)-3-2/ Regulations/2023/Vol-11/.—In exercise of the powers conferred under section 85 of the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) read with the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017 and all other powers enabling it on that behalf, the Himachal Pradesh Real Estate Regulatory Authority, hereby makes the following Regulation:—

1. Short title and commencement.—(1) This Regulation may be called the Himachal Pradesh Real Estate Regulatory Authority (Allotment Letter), Regulation No. 6 of 2023.

(2) This Regulation shall come into force from the date of its publication in the Official Gazette of Himachal Pradesh.

(3) This Regulations is meant for compliance of the provision of clause (g) of sub-section (2) of Section 4 read with Section 11(3) of the Real Estate (Regulation and Development) Act, 2016. The proforma of the allotment letter to be uploaded alongwith application for registration of the real estate project shall be as per this regulation. It shall be mandatory to issue allotment letter in the prescribed format.

(4) This Regulation shall apply to all registered real estate projects and promoters who have applied for registration of real estate projects falling within the jurisdiction of the Authority in the State of Himachal Pradesh.

2. Definitions.—(1) In this Regulation, unless the context otherwise requires,—

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016), as amended from time to time;
- (b) “Agreement for sale of plots or building units” means an agreement entered between the promoter and the allottee for sale of a plot or building unit in a real estate project, as prescribed in **Form ‘L’** as provided in the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017;
- (c) “Allotment Letter” means letter allotting the unit/ apartment/flat/plot to the allottee as prescribed in this regulation.
- (d) “Appendix” means an appendix appended to this Regulation;
- (e) “Authority” means the Himachal Pradesh Real Estate Regulatory Authority established under sub-section (1) of Section 20 of the Act;
- (f) “Notification” means a notification published in the Official Gazette of Himachal Pradesh and the expression “notify” shall be construed accordingly;

3. Allotment letter-Obligation of the project promoter:

- (1) Promoter shall upload the specimen of allotment letter as per prescribed proforma at Annexure -1 at the time of uploading the case for the project registration of the project.
- (2) All the earlier registered projects are also required to issue further allotment letters in the prescribed format only, from the date of publication of this regulation.
- (3) While furnishing Quarterly Progress report “QPR” of the project the Promoter shall undertake that the allotment letter as per prescribed proforma at Annexure -1 is being issued to the allottee(s) who have booked flat /apartment/ unit/plot in the project.

4. Format of Allotment letter as per proforma Annexure -1

5. Regulation to have force of law under Indian Evidence Act, 1872.—The Regulation framed herein shall have binding effect as governed by Indian Evidence Act, 1872 amended by the Information Technology (Amendment) Act, 2009 for the purpose of documentary and electronic admissibility of evidence.

6. Power to remove difficulties.—If any difficulty arises in giving effect to any of the provisions of this Regulation, the Authority may, by general or special order, do anything not being inconsistent with the provisions of the Act or Rules, which appears to be necessary or expedient for the purpose of removing the difficulties.

By order,

Dr. SHRIKANT BALDI,
Chairperson,
Real Estate Regulatory Authority.

Annexure -1

ALLOTMENT LETTER FOR FLAT/ APARTMENT/UNIT/PLOT

Allottee Name & Address

Mr./Ms.

.....

.....

Allottee Mobile number & mail id

.....

Dear Sir/Madam,

1. Details of the Unit/Plot:

I/We (.....) am/are pleased to allot you the Flat/Apartment/Unit/Plot No:..... measuringsft. (carpet area) alongwith balcony area.....sft./terrace areasft. (Wherever applicable)/Plot area measuring Sqm. in Block/Tower/Wing/Cluster No.....alongwith parking/garage No.....(Wherever applicable) measuring..... sft, in.....project, located at.....Mauza/Mohal Village/ City,District, Pin code.....

2. Consideration Price:

The promoter and Allottee have settled the sale price @ Rs..... per sft. of carpet area / @ Rs..... per Sqm. of plot area in case of a plot and the total consideration price of the Flat/Apartment/Unit/Plot is Rs.....

In Addition to the sale consideration, as mentioned above, the Allottee shall bear the Stamp Duty and Registration charges of the Sale Agreement and also Conveyance/Sale Deed to be executed by the promoter in respect of the Schedule Flat/. Apartment/unit/Plot. Further, the Allottee shall bear taxes payable to State and Central Government, if any.

All payments to be made in favour of Promoter, M/s/Mr./Ms., payable at City / District.

Bank Name:

A/c No.:

Branch Name:

IFSC Code:

3. Disclosures of information:

I/We, the promoters, have made available to you the following information namely:—

- The sanctioned plans, layout plans, alongwith specifications, approved by the competent Authority, which are displayed at the project site and have also been uploaded on HP-RERA website.
- The stage-wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in serial No. 4 below.
- The website address of HP-RERA is <https://hprera.nic.in>

4. Construction Schedule and construction linked payment plan:

Following are the stages of construction progress and payment(s) linked to each stage

- __% payment on completion of in the..... month of 202__
- __%payment on completion of in the..... month of 202__
- __% payment on completion of in the month of 202__
- __%payment on completion of in themonth of 202__
- __%payment on completion of in the..... month of 202__
- __% payment on completion of in themonth of 202__
- __%payment on completion of in themonth of 202__
-

(The promoter may insert another payment plans like down payment plan or payment at possession plan etc., as per their marketing strategy. However, the construction schedule has to be disclosed in the manner as given in construction linked plan.)

In case of delay in making any payments, you, (the Allottee), shall be liable to pay simple rate of interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

5. Possession of the Apartment/ Flat / Unit / Plot:

Possession/offer of possession will be handed over on or **before.....month of 202...**, subject to the payment of consideration amount of the said unit/ plot as well as

of the garage(s)/covered car parking spaces(s), in the manner and at the time as above and as per the terms and conditions as specifically enumerated/stated in the agreement for sale to be entered into between us.

6. Withdrawal from the project:

(i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 30 days from the date of receipt of your letter requesting to cancel the said booking.

Sl. No.	If the letter/ e-mail requesting to cancel the booking is received,	Amount to be deducted
1.	Within 30 days from issuance of the allotment letter	Nil;
2.	Within 31 to 60 days from issuance of the allotment letter;	25% of the booking amount;
3.	Within 61 to 90 days from issuance of the allotment letter.	50% of the booking amount;
4.	After 91 days	100%

(The booking amount is the very first payment made by the allottee to the Promoter, which has been duly received either in the bank account of the promoter/ duly acknowledged by the promoter).

7. The Allottee has paid the Booking amount of Rs..... to the Promoter *vide* Cheque/DD / transaction idof bank, address of the bank being

8. We (Promoter & Allottee) shall enter into a Registered Agreement for sale before you pay a sum more than 10% of total cost (Including the Booking Amount) of Flat /Apartment/ Unit/Plot, for which necessary formalities will be completed by us and, mutually acceptable date and time for signing and registering the same shall be conveyed to you.

9. I/we have read and understood the Agreement of sale as prescribed in H.P. Real Estate (Regulation & Development) Rules, 2017 and hereby give our consent to abide and be bound by all the terms and conditions.

Promoter:

Date:

**In the Court of Shri Bhanu Gupta, Sub-Divisional Magistrate, Shimla (R),
District Shimla (H. P.)**

Anita d/o Late Sh. Bittu, r/o N.D. Kashyap Niwas Kamlanagar Bhattakuffer, Shimla, Himachal Pradesh.

Versus

General Public

. . Respondent.

Whereas Anita d/o Late Sh. Bittu, r/o N. D. Kashyap Niwas Kamlanagar Bhattakuffer, Shimla, Himachal Pradesh filed an application alongwith affidavit in the court of undersigned