

**MUNICIPAL CORPORATION OF HYDERABAD (ALLOTMENT
ON HIRE PURCHASE BASIS OF TENEMENTS/IMPROVEMENT
SCHEMES BY THE MUNICIPAL CORPORATION OF
HYDERABAD) RULES, 1970**

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SCHEDULE 1 :- SCHEDULE

**MUNICIPAL CORPORATION OF HYDERABAD (ALLOTMENT
ON HIRE PURCHASE BASIS OF TENEMENTS/IMPROVEMENT
SCHEMES BY THE MUNICIPAL CORPORATION OF
HYDERABAD) RULES, 1970**

20th MARCH 1971

1. . :-

(i) These rules may be called the Municipal Corporation of Hyderabad (Allotment on hire purchase basis of tenements/Improvement Schemes by the Municipal Corporation of Hyderabad) Rules, 1970;

(ii) They shall come into force from the date of their publication in the Andhra Pradesh Gazette.(i.e, from 1-7-1971).

2. . :-

In these rules, unless the context otherwise requires:-

- (a) 'Act' means the Hyderabad Municipal Corporations Act, 1955 (Hyderabad Act, II of 1956)
- (b) 'Allotment' means allotment of a tenement and premises on hire purchase basis under these Rules.
- (c) 'Allottee' means the person to whom a tenement and premises is allotted under these rules.
- (d) 'Family' means the family of the allottee consisting of husband, wife and children and shall include; parent, sisters and brothers as are ordinarily living with the allottee as dependents.
- (e) 'Form' means form appended to these rules.
- (f) 'Government' means the Government of Andhra Pradesh.
- (g) 'Instalment' means the annual hire-purchase instalment payable by an allottee under these rules and shall include the interest charged under these rules.
- (h) 'Schedule' means a schedule appended to these rules.
- (i) 'Scheme' means the slum clearance scheme as sponsored by the Government of India.
- (j) 'Tenant' means the person who is in occupation of the tenement and premises under a rental agreement executed in favour of the Municipal Corporation of Hyderabad.

3. . :-

The tenement and premises allotted under these rules shall be deemed to have been leased to the allottee on rent under these rules until the lease is terminated (determined) or the tenement and premises is conveyed in the name of the allottee in accordance with these rules.

4. . :-

Due notice shall be given to the tenant in respect of tenements and premises offered for allotments specifying:

- (a) the provisional cost of the tenement or premises;
- (b) initial deposit payable at the time of allotment;
- (c) annual instalments payable for a period of 19 years; and

(d) interest payable at such rate as the Municipal Corporation of Hyderabad may fix from time to time in consultation with the Government.

5. . :-

Applications for allotment by a tenant shall be presented to the Commissioner in Form A.

6. . :-

The Applications received shall be entered in a Register to be opened and maintained in Form II.

7. . :-

No allotment shall be made to the applicant who--

(a) owns a house within the municipal limits in his/her name or in the name of another members of the family living in the tenement or premises offered for allotment: or

(b) has taken on rent, any other house of the Andhra Pradesh Housing Board, Municipal Corporation of Hyderabad in his/her name or in the name of any other member of the family living in the tenement or premises offered for allotment.

8. . :-

Subject to the provisions of sub-section (3) of Section 148 of the Act, the Commissioner may allot the tenement and premises, normally to the eligible slum dwellers unless the applicant becomes disqualified due to reasons detailed in Rule 7.

9. . :-

Within thirty days from the date of receipt of allotment order or within such period as may be extended by the Commissioner thereafter on the representation of the allottee shall pay an initial deposit equal to 5% of the provisional cost of the tenement or premises and rent, due if any, as per rental ledgers of the Municipal Corporation of Hyderabad and shall enter into an hire purchase agreement in Form III and get it executed and registered at his/her own cost;

Provided that the Commissioner may at his discretion grant extension of time for payment of the amount due or for the execution of the hire purchase agreement.

10. . :-

The allottee may pay the provisional cost in one lumpsum within

the time specified in Rule 9 or in instalments, spread over a period of twenty years. The allottee will however have the option to pay the provisional cost in a lesser period by accelerated instalments, but will not be permitted to exercise this option on more than three occasions during the period of twenty years from the date of allotment on hire purchase.

11. . :-

The provisional cost of the tenement or premises is given in the Schedule. The final cost of the tenement or premises shall be communicated after the accounts are settled and the area of the plot appurtenant to the tenement or premises is measured.

12. . :-

Final cost shall comprise of

- (a) provisional cost;
- (b) additional cost if any, not included in provisional cost;
- (c) penal interest on over due instalments and other amounts due at 11/2 times the normal rates of interest (i.e. 50 per cent over the normal rate) at which the loans are sanctioned to the Corporation under the scheme;
- (d) difference between the provisional cost given in schedule and final cost finalised by the Commissioner under rules if the latter is found to be more which is payable at the time of finalisation of accounts;
- (e) in addition to the instalments payable towards the full cost of the house, he will pay the ground rent if any for the land on which the house and its appurtenances stand to the executing agency, and municipal taxes, water charges and scavenging charges etc., to the Local Body to which it is entitled ;and
- (f) any other amounts due under the hire purchase agreement provided that the Commissioner shall revise the sale price suitably, if the allottee pays the entire balance due by him on any given date earlier than the expiry of twenty years period and close his/her account.

13. . :-

The allottee shall not transfer the tenement or premises by sale gift, mortgage or otherwise till he/she has paid the final cost in full; and till the lapse of five years from the date of sale:

Provided that the limitation imposed on transfer of the tenement or premises shall not extend beyond a period of twenty years from the date the allottee elects to pay the final cost on instalment basis.

14. . :-

On payment of the final cost as determined by the Commissioner the tenement and premises shall be transferred in the name of the allottee. The expenses on account of stamp duty, registration fees and any incidental charges shall be borne by the allottee;

Provided that no such transfer shall be effected till the lapse of the limitation period specified in Rule 13.

15. . :-

For failure to pay the instalments due in time, the allotment will be cancelled. The house may however, be reallocated on payment of entire arrears together with penal interest. The above concession shall be given only once. Failure to pay the instalments time for a second time shall result in the cancellation of allotment, and the forfeit of the amounts already paid.

16. . :-

None of these rules shall be construed to limit or abridge the power of the Government to deal with the case of any applicant or allottee in such manner as may appear to them to be just and equitable:

Provided that when any of these rules is applicable to the case of any existing allottee, the case shall not be dealt with in any manner less favourable to him than that provided by these rules.

SCHEDULE 1

SCHEDULE

(See Rule 11)							
SCHEDULE							
(See Rule 11)							
Locality							
Sl.No.	Locality	Class of House	Rate of land per sq. yd.	Standard size of the plot	Cost of the house cost charged for construction	Total	Remarks
1	2	3	4	5	6	7	8