HP. HOUSING & URBAN DEVELOPMENT AUTHORITY NIGAM VIHAR SHIMLA-171002

AUCTION NOTICE

HIMUDA Announces on the Spot Auction of "Commercial units on lease hold basis in various Housing Colonies in Himachal Pradesh i.e:[1] Commercial Complex (i) Sector-I Parwanoo near PNB) shops [ii] near HIMUDA office Building in sector –I, Parwanoo (Halls) [iii] Booth & Store, Sector-IV Parwanoo [iv]Booth [Near Block No.31]Sector-IV & [v] Booth Sites, Sector-IV Parwanoo[vi] Kallujhanda [Baddi] Shop sites [vii] Commercial Hall in Housing Colony at Nalagarh [viii] Shop in Commercial Complex Baddi Phase-I& II [x] Housing Colony Mandhala [Baddi] (Booth site, petrol pum& medical facility [ix] Housing Colony Bhatoli Khurd [Baddi] School site [x] Housing Colony at Bhatoli Kalan (Badd)(Shop) [xi] Housing Colony Kandaghat (Shops)[xii] Housing Colony at Sanjauli (Shops).

In addition to above, few residential units on free hold basis at Kasumpti(hall & basement), Rohroo(House), Theog(Plot), Houses at Bindraban (Palampur) & Bilaspur(Plot).

The Auction will start w.e.f. 29.10.2025 to 15.11.2025 for above mentioned units. Procedure and detail(s) of units for Auction may be seen on HIMUDA website.

Information regarding change in date of auction, if any will be uploaded on HIMUDA website, well in advance. Form along with terms and conditions can be purchased at the time of auction at a cost of Rs. 500/- in cash (non refundable).

Before start of Auction, the Bidder on the Spot shall submit application form duly filled/complete in all respect and signed alongwith Bid Money/participation amount in the shape of Demand Draft in favour of CEO-cum-secretary HIMUDA, payable at any scheduled Bank in Shimla or in Cash. Balance amount (excluding participation amount/bid money) of 10% Bid money is required to be deposited by the successful bidder at the fall of hammer on spot, in the same manner as mentioned above.

Apart from this, HIMUDA has advertised few left out residential units i.e. flats(new construction) and plots in HP and some residential units are also available "on first come first serve basis" for which detail can be had from HIMUDA website.

By order
[Dr. Surinder Kr. Vashisht]
CEO-cum-Secretary,
HIMUDA, Shimla-2

For enquiry please contact: Phone:-0177-2623790,2623705 Website:-www.himuda.hp.gov.in

"BUILDING ON CUSTOMER'S SATISFACTION & DELIGHT"

DETAIL OF VACANT UNITS I.E. COMMERCIAL (ON LEASE HOLD BASIS) WHICH ARE AVAILABLE FOR AUCTION.

A	VAILABLE FO	R AUCTION.			D' 1 M	Date, Time &
r.	Description and location	Area per unit [in Sqm]	Reserve price	Lease rent	Bid Money	Venue of auction
0.		780 8	an amon	LAT DADWANG	00	
	COMMERCIA	L COMPLEX N	EAR PNB SECTOR-	1290/-	Rs. 100,000/-	
	Shop No. 2	12.90	KS. 10,00,000	2,053/-	Rs. 100,000/	
	Shop No. 14	20.53	Rs. 28,50,000/-	2,055		
	& 15		n 20.20.000/	2,171/-	Rs. 100,000/	
	Shop No. 16	21.71	Rs. 30,20,000/-	1,716/-	Rs. 100,000/	
170 75	Shop No. 17	17.16	Rs. 23,90,000/-	1,771/-	Rs. 100,000/	
	Shop No. 18	17.71	Rs. 24,60,000/-	1,499/-	Rs. 100,000/	1,77
	Shop No. 20	14.99	RS. 20,90,000/-	1,-1,007		
	First Floor		7 22 (0.000/	1,623/-	Rs. 100,000/	
	Shop No 9	16.23	Rs. 22,60,000/-	1,716/-	Rs. 100,000/	
10	Shop No. 17	17.16	Rs. 23,90,000/-	1,502/-	Rs. 100,000/	
	Shop No. 21	15.02	Rs. 20,90,000/-	1,302/-	1101 - 117	
	Second Floor Shop No. 1	12.90	Rs. 18,00,000/-	1,290/-	Rs. 100,000/	
	&2		Rs. 17,40,000/-	1,251/-	Rs. 100,000/	
	Shop No. 6	12.51	Rs. 17,40,000/-	13,854/-	Rs. 200,000/	100
	Hall	138.54	Rs. 1,53,90,000/- Rs. 30,50,000/-	2,193/-	Rs. 100,000/	31-10-2025
	Shop No. 12-A	21.93	Rs. 30,50,000/-	2,053/-	Rs. 100,000/	11:00AM AT
	Shop No. 14 &	20.53	Ks. 28,50,000/-	2,055,		HIMUDA
	15	01.51	Rs. 30,20,000/-	2,171/-	Rs. 100,000/	OFFICE
	Shop No. 16	21.71	Rs. 23,90,000/-	1,716/-	Rs. 100,000/	BUILDING
	Shop No. 17	17.16	Rs. 24,60,000/-	1,771/-	Rs. 100,000/	PARWANOO,
	Shop No. 18	17.71	Rs. 12,80,000/-	916/-	Rs. 100,000/	SECTOR-I
	Shop No. 19	9.16	Rs. 12,80,000/-	1,499/-	Rs. 100,000/	
0)20	Shop No. 20	14.99		1,502/-	Rs. 100,000/	
	Shop No. 21	15.02	Rs. 20,90,000/-	874/-	Rs. 100,000/	
	Shop No. 22	8.74	Rs. 12,20,000/-	OFFICE BUIL	DING IN SECTOR-	·I,
2.	COMMERC	IAL COMPLEX	X NEAR HIMUDA	Office being		
	PARWANO Hall No. 3	83.47	Rs. 66,30,000/-	4,174/-	Rs. 5,00,000/-	
	(2 nd Floor) Hall No. 4	104.00	Rs. 82,60,000/-	5,200/-	Rs. 5,00,000/	
	(2 nd Floor) Hall No. 5	83.47	Rs. 66,30,000/-	4,174/-	Rs. 5,00,000/	
	(3 rd Floor) Hall No. 6	104.00	Rs. 82,60,000/-	5,200/-	Rs.5,00,000/	
	(3 rd Floor)	OTODE SECTO	PARWANOO			
3.		STORE, SECTO	Rs.14,00,000/-	1243/-	Rs. 1,50,000/	
	Booth No.2	12.43	Rs. 16,80,000/-	1865/-	Rs. 1,50,000/	
	Store No.1	18.65	Rs.16,80,000/-	1865/-	Rs. 1,50,000/	
	Store No.2	18.65	Rs.16,80,000/-	1865/-	Rs. 1,50,000/	
	Store No.3	18.65	Rs.16,80,000/-	1865/-	Rs. 1,50,000/	
	Store No.4	18.65	Rs.16,80,000/-	1865/-	Rs. 1,50,000/	
	Store No.5	18.65	,SECTOR-IV AT P			
4.		ear Block No. 31	Rs.11,30,000/-	1275/-	Rs. 100,000/-	
1902	Booth No. 2	12.75	IV AT PARWANOO			
5.	Booth Site	21.34	Rs. 11,73,700/-	2134/-	Rs. 100,000/	
	No.12 Booth Site N	o. 21.34	Rs. 11,73,700/-	2134/-	Rs. 100,000/	
6.	KALLHIII	ANDA IBADDI	SHOP SITES.			6-11-2025 AT
0.	Shop Site No.1 to 4	126.00	Rs.25,20,000/-	12,600/-	Rs. 2,00,000/-	11:00AM COMMERCI L COMPLE
7.		CIAL HALL IN	N HOUSING COLON	Y AT NALAGA	ARH [ON LEASE HO	
	BASIS] Commercia	1 169.50	Rs.1,52,00,000/	8475/-	Rs. 5,00,000/-	
	Hall	SOLLY COLLEGE	EA DYDDI DRIVEE I	& II		
8.	Shop No. 5	77.55	Rs. 38,77,500/-	7755/-	Rs. 3,00,000/-	
	[F.F]	TOTAL OF BOOK	ET-D IN HOUSING	COLONY MAN	DHALA [BADDI]	
9			Rs. 10,90,000/-	2430/-	Rs. 1,00,000/-	
	Booth Site 3&4 [Pock D]		Ks. 10,90,000/-	2730/3	23. 2,50,000	

10.	School Site	2818.12 Sqm.	OLI KHURD [BADDI]	SCHOOL SIT		, 2
11.	PETROL PI	IMP SITE AND A	Rs. 1,40,92,000/-	3240/-	Rs. 5,00,000/-	~ b.
3.34	Petrol Pump	1968.38	MEDICAL FACILITY	SITE AT MAN	IDHALA [BADDI]	
	Site	1908.38	Rs. 1,61,03,120/-	98,419/-	Rs. 5,00,000/	
	Medical	1364.66	Rs. 1,11,64,147/-	68,233/-	Da 5 00 000/	
	Facility Site			00,255/-	Rs. 5,00,000/	1 414
	No.1 Medical	1.510 :-				
	Facility Site	1512.47	Rs. 1,23,73,366/-	75,624/-	Rs. 5,00,000/	
	No.2					
12.		OLONY AT RHA	TOLI KALAN , BADI			
	Shop NO.5	10.80 Sqm.	Rs.8,50,000/-	310/-	D 400	
13.		OLONY KANDA	GHAT DISTRICT SO	310/-	Rs. 1,00,000/-	
2.00	Shop No. 1 to	17.07.Sqm.	Rs. 13,50,000/- each	Rs. 1707/-	D 100000/	11-11-2025 A
	4	each	- 15,50,000/ Cach	each	Rs. 1,00,000/-	11:00AM
	Shops No. 1	18.80Sqm. each	Rs.8,00,000/- (each)	Rs. 1880/-	Rs. 1,00,000/-	HOUSING
	to 4 Near BK.			each	13. 1,00,000/-	COLONY A KANDAGHA
	No.3					KANDAGHA
	Shop No. 1 to	16.31Sqm each	Rs.7,00,000/- (each)	Rs. 1631/-	Rs. 1,00,000/-	
	4 Near BK. No.12-A			each	, , , , , , , , ,	
4.		OLONV AT CAN	FARIT & COLVENIES			
•	Shop No. 2 &	13.37 each	JAULI (SHIMLA)	T		29-10-2025 A
	3 [G.F]	13.57 Cacii	Rs.20,50,000/- each	1,337/-	Rs. 2,00,000/-	11:00AM IN
	Shop No. 7	13.37 each	Rs.20,50,000/-	1,337/-	D 200000	CIRCLE
	[F.F]		103.20,30,000/-	1,33//-	Rs. 2,00,000/-	OFFICE
	Plot No. 62-A	416.00Sqm.	Rs.1,15,00,000/-		Rs. 5,00,000/-	KASUMPT
					KS. 5,00,000/-	SHIMLA-9
5.	HOUSING CO	LONY AT KASI	⊥ JMPTI [CHABROGTI	1		20.10.202
	Hall No. 1 [1 st	104.90.Sqm	Rs., 68,90,000/-	10,490/-	Rs. 5,00,000/-	29-10-2025 A ² 11:00AM in
	Floor]			,	143. 3,00,000/-	CIRCLE
	Vacant	37.91Sqm.	Rs.19,52,365/-	3,791/-	Rs. 2,00,000/-	OFFICE
	Basement in				, , , , , , , ,	KASUMPTI
	Block No.7					SHIMLA-9
	RESIDENTIA	L UNITS (ON FR	EE HOLD BASIS)			29-10-2025 A
		RESIDENTIAL UNITS (ON FREE HOLD BASIS) HOUSING COLONY AT ROHROO				
	HIG House	Plinth Area	Rs.42,00,000/-		Da 4.00.000/	11:00AM AT CIRCLE
	No. 48	68.50.Sqm Plot	10.12,00,000/		Rs. 4,00,000/-	OFFICE
		Area				KASUMPTI
		150.00Sqm.				SHIMLA-9
		LONY AT THEC				- RCLE
	Type-I Plot No. 7	403.75Sqm	Rs.54,50,000/-		Rs. 4,00,000/-	- variet
1		I ONV AT DIND	RABAN [PALAMPUR]			
	Cat-II House	144.00Sgm	Rs.42,00,000/-			15-11-2025 AT
	No. 57	11,1.005qm	13.42,00,000/-		Rs. 4,00,000/-	11:00AM IN
	Cat-II House	144.00Sqm	Rs.42,00,000/-		Pa 4.00.000/	HOUSING
	No. 72	1			Rs. 4,00,000/-	COLONY AT
	HOUSING COL	LONY AT BILAS	PUR			BINDRABAN [PALAMPUR]
	HIG Plot No.	147.25Sqm	Rs.15,50,000/-		Rs. 1,50,000/-	14-11-2025 A
	41-A	20	900 AT 100 TOTAL		1,50,000/	11:00AM II
					8	HOUSING
						COLONY AT
	1	1	I I		IS .	COLONI

By order
[Dr. Surinder Kr. Vashisht]
CEO-cum-Secretary,
HIMUDA, Shimla-171002

"BUILDING ON CUSTOMER'S SATISFACTION & DELIGHT"



H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

BROCHURE FOR AUCTION OF <u>COMMERCIAL UNITS IN</u> VARIOUS PLACES IN HIMACHAL PRADESH

Cost of Brochure--

Cash Counters:-

HIMUDA offices

By registered post From HIMUDA website: – (Price Rs. 500/-

(Price Rs.600/-

(Price Rs 500/-

Non-refundable

For query please contact: Admn. Officer Ph. 0177-2623790 & 2623705 Chief Accounts Officer Ph. No. 0177-2622681 & 2628044

website - www.himuda.hp.gov.in

e-mail:- info@himuda.com

Date of Auction w.e.f.: 29-10-2025 to 15-11-2025

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

TERMS AND CONDITIONS FOR SALE OF COMMERCIAL UNITS THROUGH AUCTION

- 1. Terms and conditions will be followed generally but the H.P. Housing and Urban Development Authority reserves the right to change any of them at its Sole discretion, if and when considered necessary.
- 2. The Lease shall be governed by the provisions of the H.P. Housing and Urban Development Authority Act, 2004 and Allotment Regulations made thereunder as amended and as per decisions taken by the Board of Directors of the Authority from time to time. In addition to the present terms and conditions, conditions of Allotment letter, Lease deed and Auction/Sealed bid notice will also be applicable.
- **3.** A person can apply and obtain one or more Units on lease.
- 4. A person can bid on behalf of another person only if he has proper written authority to do so.
- 5. No addition in the name of Purchaser shall be allowed after the acceptance of bid. The name of the person in whose behalf bid has been accepted shall be made known to the CEO-cum-Secretary by the bidder at that very time and no alteration in the name shall be allowed, if the bid is given on behalf of a firm or a company the number of shares of each share holder or exact share of each partner, Co-owner or joint owner shall be made known by the bidder immediately after the fall of the hammer and no subsequent addition or alteration in the number of shares declared at the time of auction shall be allowed.
- **6.** The participant shall produce the photo /ID proof at the time of auction.
- 7. In case of a bid on behalf of a Partner/ Partnership Firm/Ltd./Pvt. Ltd. Company or an Association etc., the bidder shall produce to the satisfaction of the Auction Committee necessary documents so that the Firm Or Company or an Association, as the case may be, has been duly registered under the relevant law and that he has the authority to bid and enter into an agreement of sale on its behalf. However, the Auction Committee may allow such company partnership or Association to participate in the auction provisionally subject to production of relevant document legal authorization before issuance of allotment letter. The decision of auction committee will be final.
- **8.** Notwithstanding the percentage of share in the property the liability of all the Lessee(s) would continue to be joint and several.
- 9. The site or commercial unit will be given on lease hold basis for 80 years at the first instance. After expiry of this period, the lease may be renewed on such terms and conditions and for such period at the lessor's option. In addition to the auction premium, rent to be paid for lease period will be intimated in the allotment letter.

- 10. Ten percent (10%) of the highest bid shall be paid on the spot by the highest bidder in cash or by means of a demand draft payable to the Chief Executive Officer-cum-Secretary, HIMUDA drawn on any Scheduled Bank situated at Shimla. The successful bidder shall be issued Allotment Letter by registered post and another Fifteen percent (15%) of the bid accepted shall be payable by the successful bidder, in the manner indicated, within forty five days of the date of allotment letter conveying acceptance of the bid by the Chief Executive Officer-cum-Secretary, HIMUDA, failing which the ten percent amount already deposited shall stand forfeited to the Authority and the successful bidder shall have no claim to whatsoever.
- 11. The lease shall be deemed to have taken effect from the date of bid acceptance i.e. from the date of issuance of Allotment Letter and from this date interest @ 11 % shall be charged on the 75% balance of the premium. The balance 75% premium can be paid in lump sum within 45 days from the date of acceptance of bid without interest or with 11 % per annum interest in three annual instalments, first installment being payable within one year from the date of the allotment along with lease rent. It will be the responsibility of the lessee to pay annual installment without waiting for any notice and the Authority will not be under any obligation to issue any demand notice.
- 12. All the payments shall be made in favour of the Chief Executive Officer- cum-Secretary, Housing & UDA through RTGS/NEFT UCO Bank Account No. 09810200000049 Nigam Vihar, Shimla-2 IFSC Code No. UCBA0000981 or through Bank Draft if favour of CEO-cum-Secretary HIMUDA Nigam Vihar Shimla-2 payable in any scheduled Bank at Shimla. Payments through cheque will not be acceptable.
- 13. After making payment of 25% of the premium, Lessee shall execute a Lease Deed in respect of commercial properties in the prescribed form in such manner as may be prescribed by the CEO-cum-Secretary within forty five days of allotment or within such extended period as may be allowed by the CEO-cum-Secretary, failing which the CEO-cum-Secretary may cancel allotment and forfeit 25% of the premium. The lessee shall bear and pay all expenses in respect of execution of lease deed i.e. the stamp duty & registration fee payable thereof in accordance with the Law in force at the time of execution/registration of lease deed.
- 14. The possession of the property shall be handed over on receipt of the dues, documents and on fulfillment of conditions stipulated in the allotment letter. If physical possession thereof is not taken over at site within the prescribed period mentioned in the allotment letter, the lessee shall be liable to pay watch & ward charges till the date of taking over actual possession and watch & ward charges for commercial units in the case of built up unit @ Rs. 100/- per month, in the

- case of sites having less than 500 Sqm. area and Rs. 200/- per month for the sites having area of more than 500 Sqm.
- In case the lessee fails to deposit the installment and the annual lease rent by the due date the penal interest will be charged @ 12% per annum for delayed payment. Smallest unit for calculation of penal interest will be one month, i.e., penal interest will be charged for the whole month even if the default is for one day.
- 16. On repeated/chronic defaults, the CEO-cum-Secretary, HIMUDA, after affording the reasonable opportunity of being heard may allow either payment of installment/rent with penalty which may extend to 100% of the amount due or interest @ 12% per annum for the delayed period or order cancellation of lease & resumption of unit and forfeit the whole/part of the amount already paid.
- 17. Each installment shall be remitted to the CEO-cum-Secretary and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e., the number of the commercial unit, i.e., commercial site/Booth site/shop/Hall/school site and sector & place to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received and accounted for misc account.
- 18. In case the lessee fails to make payment of dues in accordance with the terms and conditions of allotment and lease deed, the party shall be liable to pay to the Authority all expenses incurred on issue of notices and litigation including counsel fee.
- 19. The bidder who does not complete the necessary formalities shall render his/her unit liable for cancellation as per rule and no surrender of units will be acceptable.
- **20.** The covered passages (verandah) if any, shall not be encroached upon or used for any purpose other than a public passage.
- 21. The unit shall not be used for any purpose other than for which it has been leased out. Any breach on this account shall make the lease liable to be terminated.
- 22. The commercial area leased out for semi-industrial purpose (including general service), industries can be used only for the installation of small scale industries which is not likely to cause vibrations, air/water/noise pollution. The sale, display, repairs of motors cars or other vehicles including agricultural machinery is not permissible in such buildings.
- 23. Sites, Commercial units shall be handed over on "As is, where is, What is, Whatever is basis". The H.P. Housing and Urban Development Authority does not own any responsibility for levelling the uneven sites. It will be presumed that

the sites of property have been visited/seen by the intending bidder and no objection whatsoever in this regard shall be entertained afterwards.

- **24.** No Fragmentation of the site shall be permitted.
- 25. All the open spaces, parks, parking, public amenities etc. shall be the property of the H.P. Housing and Urban Development Authority and the Authority reserves the right to use such spaces for any other purpose at its discretion as and when required. The Authority will only provide basic services like roads, water and sewerage etc. for which lessee shall have to apply at his own cost.
- 26. The sign board shall be permitted at the place, depicted in the frame control drawing and no where-else. The right of display of advertisement on and use of wall of the site and the benefit derived there from shall vest in HIMUDA.
- 27. All rent rates, taxes, charges, fees, assessment, Municipal or otherwise, other levies of whatsoever nature levied upon the property by the local authority/State Govt. from time to time shall be payable by the Lessee directly.
- **28.** GST as fixed by the central/State Government from time to time shall be paid by the lessee.
- 29. The lessee shall be liable to pay all such fees or taxes or charges as may be levied by the Himachal Pradesh Housing & UDA for maintenance of the common services till the time, the same are taken over by the local authority. In case of any default for payment of such charges panel interest @ 12% per annum will be payable.
- 30. In the event of default, breach or non compliance of any of the terms and conditions of lease or for furnishing any wrong or incorrect information the CEO-cum-Secretary shall be competent to cancel the lease and forfeit 25% of bid/auction money. In case cancellation takes place after deposit of annual installment(s), the total interest due on premium upto date of cancellation shall be deducted at the normal rate from such deposit. Besides, annual rent and penal interest, if any, paid shall also be forfeited.
- **31.** Water, sewerage and electric connection shall be arranged by the lessee at his/her own level and at his/her own expenses directly from the concerned authorities.
- 32. The Authority may depute its officers and servants on all reasonable times and in a reasonable manner after 24 hours notice in writing to enter in and upon any part of the land/building erected there on for the purpose of ascertaining that the lessee has duly observed the conditions of allotment and lease deed.

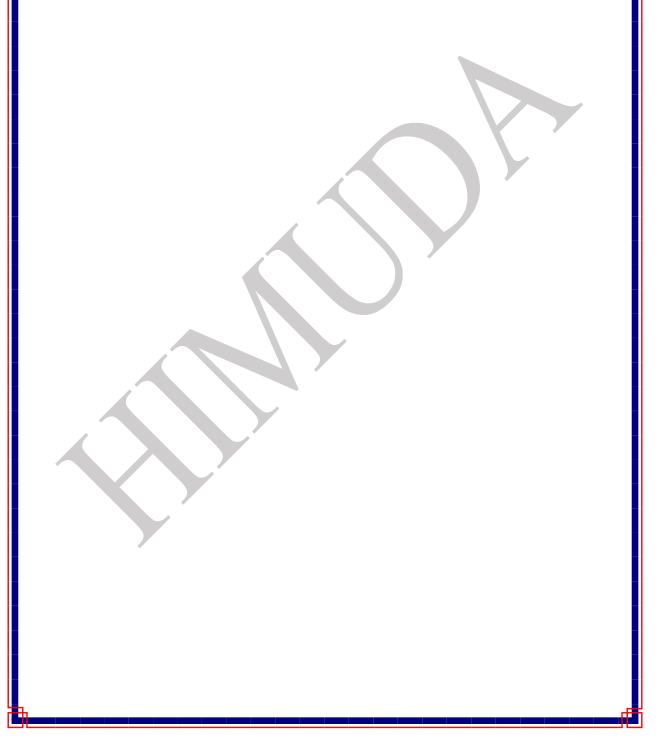
- 33. After the lessee has paid full premium for the unit whether before or after construction of building according to the sanctioned plan, he may with the prior permission of the CEO-cum-Secretary transfer his/their rights in the unit, make request for addition of name in the lease subject to the conditions that transfer charges as fixed by the HIMUDA from time to time shall be payable to the Housing & UDA before registering such sale or transfer/addition. However, addition of name in lease, transfer of lease hold rights & addition of name in allotment, transfer of allotment of residential units with in the blood relations may be allowed on payment of transfer charges as fixed by the HIMUDA from time to time. Blood relations for this purpose would only include wife, husband, father, mother, son and daughter (both married or unmarried). The transfer charges as indicated above will be amended and applicable as fixed by the Authority from time to time.
- 34. If any dispute arises between the Authority and the lessee with regard to exercise of the powers and discharge of functions by the Authority, decision of the Chairman, HIMUDA, on such disputes shall be final and binding.
- 35. The construction, if any, shall be done as per the approval of the Competent Authority under the relevant Act/building bye-laws for the Area.
- 36. In case of Commercial booth/sites, lessee is required to construct the building within 5 years from the date of issue of allotment letter after getting the plans approved from HIMUDA/Local Authority as the case may be. If the allottee fails to construct the building within a period of 5 years from the date of allotment, the lessee shall be liable to pay HIMUDA a levy @ 5% of the final bid money 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/booth/site without making refund of any deposits will be initiated at the risk and cost of Vendee/allottee and vendee/allottee/lessee after taking over possession will be bound to return peacefully vacant possession of allotted booth site/site to HIMUDA within period prescribed by HIMUDA in the notice which will be issued separately for returning possession to HIMUDA.

- 37. In accordance with policy of HIMUDA construction of 3rd Storey is allowed if applied for which additional premium will be charged.
- **38.** The CEO-cum-Secretary reserves to himself the right to withdraw any number of Units that may have been announced for Auction and to reject/accept any/all of bids without assigning any reason.
- 39. The CEO-cum-Secretary may revoke cancellation of any unit if the lessee pays all outstanding dues alongwith interest, litigation and penalty charges as decided by

the CEO-cum-Secretary, within the time frame manner to be specified by CEO-cum-Secretary and allottee/lessee also agrees not to breach any of the Terms and Condition of Lease in future.

40. All disputes shall be subject to the jurisdiction of Courts within H.P.



DOWNLOADED

APPLICATION FOR OF COMMERCIAL UNITS

Serial No._____, 2025



HP.HOUSING AND URBAN DEVELOPMENT AUTHORITY NIGAM VIHAR SHIMLA-171002.

1.	Name in block lette	rs:	Affix latest passport size photograph
2.	Father/ Mother Husband Guardian	:Name	
	[Tick whichever is Appli		
3.	Occupation		
4.	Permanent address	:	
5.	Correspondence add	dress :	-
6.	Date of birth		_
7.	Mobile /Telephone	No.:	_
8.	e-mail id (if any)	:	
9.	ID proof		_
10.	Place for which		

FORM TO BE FILLED IN BY THE PROSPECTIVE BIDDER

		4				
11.	Amount of earnest money deposited:	I) In cash				
	for participation in bid	ii)By Bank draft				
	I hereby declare that I have carefully read and understood the terms and conditions of commercial unit (on lease hold basis) supplied by HIMUDA, Nigam Vihar, Shimla-2 and do hereby agree to abide by them.					
	Date:-					
	Place:-	Signature				
	The specimen signatures of the bidder:-					
	2	_ 3				
	ved a sum of Rs(Rupee					
)only from Sh count of earnest money.	n				
OII acc	sount of earnest money.					
		Authorized signatory				
	X Y					



H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

BROCHURE FOR AUCTION RESIDENTIAL HOUSES AND PLOTS IN HOUSING COLONY AT ROHROO, THEOG, BINDRABAN (PALAMPUR) & BILASPUR, HIMACHAL PRADESH

Cost of Brochure--

Cash Counters:-

HIMUDA offices
By registered post

From HIMUDA website:

(Price Rs. 500/-

Non-refundable

(Price Rs.600/-

(Price Rs 500/-

For query please contact: Admn. Officer Ph. 0177-2623790 & 2623705 Chief Accounts Officer Ph. No. 0177-2622681 & 2628044

website - www.himuda.hp.gov.in

e-mail:- info@himuda.com

Date of Auction w.e.f.: 29-10-2025 TO 15-11-2025

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

TERMS AND CONDITIONS FOR AUCTION OF RESIDENTIAL HOUSES AND PLOTS IN HOUSING COLONY AT ROHROO, THEOG, BINDRABAN (PALAMPUR) & BILASPUR, HIMACHAL PRADESH ON FREE HOLD BASIS

- 1. Terms and conditions will be followed generally but the HP Housing and Urban Development Authority reserves the right to change any of them in its absolute discretion if and when considered necessary.
- 2. The bid shall be governed by the provisions of the HP Housing & Urban Development Authority Act, 2004 and Allotment Regulations-2004 made there under as amended from time to time.
- 3. The CEO-cum-Secretary, HIMUDA reserves the right to withdraw any number of units that may have been announced for auction and to accept or reject the highest bid without assigning any reason.
- 4. A person may bid for one or more unit.
- 5. A person can bid on behalf of another person only if he discloses the name of other person and in the case of Partnership Firm, Pvt. Ltd/Ltd. Company or joint Hindu un-divided family etc. as the case may be, immediately after the bid is closed.
- 6. In case of a bid on behalf of a partnership Firm, Pvt. Ltd/Ltd. company or an association etc., the bidder shall produce necessary documents for satisfaction of the Presiding Officer to the effect that the firm or company or any association, as the case may be has been duly registered under relevant law and that he has the authority to bid and enter into an agreement of sale on its behalf. However, the Presiding Officer may allow such company, partnership or association to participate in the auction provisionally subject to production of relevant documents before issue of allotment letter.

- 7. No addition in the name of purchaser shall be allowed after the acceptance of bid. The name of person in whose behalf bid has been accepted shall be made known to the CEO-cum-Secretary by the bidder at that very time and no alteration in the name shall be allowed, if the bid is given on behalf of the firm or a company, the number of shares of each shareholders or exact shares of each partner, co-owner or joint owner shall be made known by the bidder immediately after the fall of hammer and no subsequent addition or alteration in the number of shares declared at the time of auction shall be allowed.
- 8. Notwithstanding the percentage of shares in the property, the liability of all the allottees would continue to be joint and several.
- 9. The house /plot will be allotted on" as is where is basis "
- 10. It will be presumed that the house/plot have been visited/ seen by the intending bidder and no objection whatsoever in this regard will be entertained afterward.
- 11. Prospective bidder shall have to deposit before the start of auction an earnest money/participation fee (as per auction notice) in cash or by bank draft drawn in favour of CEO-cum-Secretary, HP Housing & Urban Dev. Authority, Nigam Vihar, Shimla-2 to participate in auction which will be refunded/adjusted after closing of auction.
- 12. All the payments shall be made in favour of the Chief Executive Officer- cum-Secretary, Housing & UDA through RTGS/NEFT UCO Bank Account No. 09810200000049 Nigam Vihar, Shimla-2 IFSC Code No. UCBA0000981 or through Bank Draft if favour of CEO-cum-Secretary HIMUDA Nigam Vihar Shimla-2 payable in any scheduled Bank at Shimla. Payments through cheque will not be acceptable.

- 13. Successful bidder shall be required to pay 10% of the bid amount through demand draft in favour of CEO-cum-Secretary, HP Housing & Urban Development Authority, Shimla-2 payable at any scheduled bank at Shimla or cash at the fall of hammer. Payment through cheques shall not be accepted. Balance 15% of the bid shall be deposited within 45 days from the date of allotment. The remaining 75% premium is to be paid in three annual installments with interest @ 11% per annum or in lump-sum within 45 days from the date of allotment without interest.
- 14. After making payment of 25% of the bid money(including the 10 % already paid at the time of auction), the bidder shall execute a Hire Purchase Tenancy Agreement within 45 days from the issue of allotment letter in such manner as may be directed by the CEO-cum-Secretary or within such extended period as may be allowed by CEO-cum-Secretary for sufficient reasons failing which the CEO-cum-Secretary may cancel allotment and forfeit the amount of earnest money /participation amount paid by the bidder at the time of auction. The allottee/bidder shall bear all expense in respect of execution of HPTA including the stamp duty and registration fee payable thereof in accordance with law in force at the time of execution of Conveyance Deed.
- 15. In case an applicant withdraws before issue of allotment letter 10% of the bid money shall be forfeited and also in the event of default, breach or non compliance of any of the terms and conditions of the scheme or for furnishing any wrong or incorrect information the CEO-cum-Secretary shall be competent to cancel the offer/allotment and forfeit 25% of bid/auction money after issue of allotment letter. In case cancellation takes place after deposit of annual installment(s), the total interest due on premium upto date of cancellation shall be deducted at the normal rate from such deposits. Besides, penal interest, if any, paid shall also be forfeited.

Provided that the above provisions will not apply in case of death of the allottee/lessee. In such eventuality all deposits made by the allottee except penal interest will be refunded. This will apply only to a sole proprietorship firm/allottee/lessee and not in case of partnership Firm/Pvt. Ltd./Ltd. Company/Association.

- 16. Possession of the house/plot will be offered to the allottee/bidder after payment of 25% of bid money and execution of Hire Purchase Tenancy Agreement with the HIMUDA. If the allottee makes the payment of the unit in lump-sum within 45 days, in that event the allottee will have to execute the conveyance deed with the authority on non judicial stamp papers @ 4% in case of woman or 6 % in case of Men of the bid money within 45 days and taking over the possession, otherwise he/she will be liable to pay watch and ward charges as per condition No.29. The documentation charges and the registration fee shall be borne by the allottee.
- 17. In case the allottee fails to deposit the annual installments by the due date, penal interest will be charged @ 12% per annum for delayed payments. Smallest unit for calculation for penal interest will be one month i.e. penal interest will be charged for whole month even if the default is for one day.
- 18. Each installment shall be remitted to the CEO-cum-Secretary, HIMUDA and every such remittance shall be accompanied by a letter showing the full particulars of the i.e. the number of house/plot to which the payment pertains. In the absence of these particulars the amount shall not be deemed to have been received.
- 19. In case the allottee fails to make the payment of dues in accordance with the terms and conditions of allotment/ HPTA the allottee shall be liable to pay to the Authority all expenses incurred on issue of notices and litigation including counsel's fee.

- 20. The house/plot shall be handed over on "As is, where is, What is, Whatever is basis" HIMUDA does not own any responsibility for repair of such house.
- 21. All the open spaces, parks, public amenities shall be the property of HIMUDA and Authority reserve the right to use such spaces for any other purpose at its discretion as and when required. The Authority will only provide basic services, like roads, water supply, sewerage, electricity etc. in the colony and will not be responsible for providing other amenities mentioned in the layout plan which are for the purpose of land use. However, water, sewerage and electricity connections shall be arranged by the allottee at his/her own level and at his/her own expenses directly from the concerned authority.
- 22. All rates, taxes, charges, fees, assessment and other levies as fixed by the local authority of whatsoever nature from time to time shall be payable by the allottee directly.
- 23. In the event of default, breach or non-compliance of any of terms and conditions of HPTA/Conveyance Deed or for furnishing any wrong or incorrect information, the CEO-cum-Secretary shall be competent to cancel the allotment and forfeit the whole or part of the cost paid by the allottee.
- 24. Water, sewerage and electricity connections shall be arranged by the allottee at his/her own level and at his/her own expenses directly from the concerned authority.
- 25. All disputes shall be subject to the jurisdiction of courts within Himachal Pradesh.
- 26. Use and maintenance of house/plot;
 - (i) No allottee shall use house for a purpose other than residential for which it is allotted.
 - (ii) No allottee shall have more than one cooking arrangement in the house.

- (iii) The allottee shall keep a receptacle within house for collection of refuge, waste papers sweeping kitchen and food waste scrub-articles and the like and every person shall put such waste matter in such receptacle and no where else.
- (iv) The contents of such receptacle shall be removed every day without spilling the same on the way to the place reserved for the purpose.
- (v) Sanitary facilities like bathroom and latrines shall be used in such a way as not to cause choking to any outlet by rags, waste papers, sweepings and the like.
- (vi) No refuge or dustbin shall be kept outside the house in the corridor or passages.
- (vii) Open space of common portion shall not be used as urinals.
- (viii) No part of the house or the common portions or the street shall be littered with any waste matter and entire surrounding shall be kept in clean, neat and tidy condition.
- (ix) No portion of the house shall be used for keeping or storing or dumping any dangerous combustible or obnoxious articles.
- (x) No animal or poultry shall be kept in any part of the house /plot.
- (xi) No water pipe or its fittings shall be effected, no electric lines and its fixtures shall be tampered with, no drainage or its specials shall be damaged and no installations of any kind whatsoever shall be tampered with.
- (xii) No misuse of the property shall be made or permitted to be made, such as occupying corridors, common passage, stair cases, staircase landing approaches and the like.
- (xiii) Every person bringing a vehicle in the premises shall see that no obstruction in the free movements of the residents is caused.

Non-observance of any of these stipulations shall be a breach of the terms and conditions of the agreement and the CEO-cum-Secretary shall take action for such breach against the allottee in accordance with powers vested in it under the Act, Rules and Regulations made there under and the agreement executed under them.

- 27. (i) If in or in connection with the exercise of its powers and discharge of its functions by the CEO-cum-Secretary any dispute arises between the CEO-cum-Secretary and the allottee, the decision of the Chairman, HIMUDA on such dispute shall be final.
 - (ii) The Authority may delegate all or any of its powers under these terms and conditions to any of its officers.
- 28. **Savings**: save as otherwise expressly provided by these terms and condition and any documents of its agreements, executed by an allottee with the Authority, so long as the house/plot belongs to the Authority, no house/plot shall be transferred by sale of exchanged by any allottee except with the previous permission in writing of the CEO-cum-Secretary and on such terms and conditions and charges as are approved by the Authority and the transferee has complied with the same to the to the satisfaction of the CEO-cum-Secretary and the transferee shall than be deemed to be an allottee for the purpose of such terms and conditions.

Provided that the transferee allottee shall be liable to the Authority in respect of all the unpaid instalments and all other amounts due, if any in respect of the house/plot so transferred together with interest due thereon.

29. The possession of the unit 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 possession letter, the allottee shall pay watch & ward charges @0.1% of the auctioned amount 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.

- In the case of residential plot , the allottee is required to construct the house within five years from the date of allotment after getting the plans approved from the concerned Authority unless written permission for extension of the period has been obtained from the Authority. The extension will be granted as a special case, where the CEO-cum-Secretary is convinced about the genuineness of the reason put-forth by the allottee. If the allottee still fails to construct the house within the extended period i.e. 5 years from the date of allotment, the allottee shall be liable to pay the Authority a levy charges upto 5% of the cost of the plot per year or fraction thereof proportionately beyond 5 years.
- The plan of the building to be constructed on the plot/ over the existing house shall be got approved by the allottee from HIMUDA, Shimla at his own level 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 Authority will have nothing to do.
- i) No Transfer is allowed before issue of allotment letter. The allotment made to an applicant can be transferred to his/her blood relations or any request for adding a name of allotment in blood relation can be considered subject to the approval of the Chief Officer-cum-Secretary and on payment of Rs. 5,000/- as administrative charges alongwith GST as applicable "Blood Relation" would

- mean, 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 Office-cum-Secretary may allow addition of name in allotment other than blood relation/transfer of allotment by an allottee to another person other than the blood relation on payment of 10% of the allotment cost to HIMUDA. Such transfer will only be allowed within in the tenancy period. After execution of conveyance deed, transfer will be allowed on payment of charges as fixed by HIMUDA from time to time.
- The building constructed on the allotted plot/house shall be used for residential purpose only.
- The CEO-cum-Secretary, may revoke cancellation of any unit if the allottee/lessee pays all outstanding dues alongwith interest, litigation and penalty charges as decided by the Authority within the time frame and manner to be specified by CEO-cum-Secretary and also agrees not to breach any of the Terms & Conditions of the allotment letter, conveyance deed in future.

DOWNLOADED APPLICATION FOR RESIDENTIAL HOUSES AND PLOTS



Serial No_____, 2025

H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

TO DI	INO DE DILIED DI DI	THE DRACKE CHILL DID DED	
FORM	A TO BE FILLED IN BY	Y THE PROSPECTIVE BIDDER	
1.	Name in block letters	:	Affix latest passport size
2.	Father/ Mother Husband /Guardian Na		photograph
3.	[Tick whichever is Applicab Occupation	:	-
4.	Permanent address	<u>:</u>	_
			_
5.	Correspondence addre	ess :	
6.	Date of birth	<u> </u>	_
7.	Mobile /Telephone No	0.:	
8.	e-mail id (if any)	:	<u></u>
9.	ID proof	<u>:</u>	<u></u>
10.	Place for which bid is to be given	<u>:</u>	_

11.	Amount of earnest money deposited: for participation in bid	I) In cash ii)By Bank draft			
	I hereby declare that I have carefully read and understood the terms and conditions of residential units (on lease hold basis) supplied by HIMUDA, Nigam Vihar, Shimla-2 and do hereby agree to abide by them.				
	Date:-				
	Place:-				
		Signature			
	The specimen signatures of the bidder:-				
1	2	3			
Recei	ived a sum of Rs(Rupee	es			
) only from Sl				
on ac	count of earnest money.				
		Authorized signatory			