



HP.HOUSING & URBAN DEVELOPMENT AUTHORITY
NIGAM VIHAR

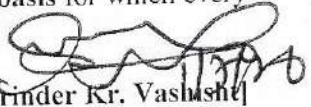
AUCTION NOTICE

HIMUDA announces On the Spot Auction of **Residential Units .” on Free Hold basis & Commercial Units on lease hold basis** in various Colonies in Himachal Pradesh i.e : Housing Colony At New Shimla Phase-III , Theog, Sanjauli , Kandaghat ,Saproon Phase-I& II , Paonta Sahib, Kangra ,Hamirpur ,Devta Ground (Kullu) ,Baddi Phase -I & III Nalagarh, Kamli [Parwanoo] Housing Colony Parwanoo Sector-V.

The Auction will start w.e.f 14-7-2026 onwards for various sites. Procedure and detail (s) of Auction may be seen on our website.

Other information i.e. Detail of units, Terms and Conditions, Application form for various places/ site and Date of 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. Before start of Auction the, Bidder on the Spot shall submit application form duly filled and signed alongwith Bid Money/participation amount in the shape of Demand Draft/ Bankers Cheque in favour of **CEO-cum-Secretary HIMUDA**, payable at any Scheduled Bank in Shimla or in Cash. Balance amount of 10% Bid money is required to be deposited by the successful bidder at the fall of hammer on the spot, in the same manner as mentioned above.

NOTE: {Inventory of unsold residential units i.e. plots, flats and houses are also on display on HIMUDA website i.e. www.himuda.hp.gov.in on first come first serve basis for which every Indian citizen including NRI can also apply}.


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


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



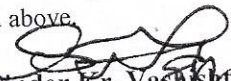
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The Auction will start w.e.f 14-7-2026 onwards for various sites.

Other information related to procedure & detail of units, Terms and Conditions, Application form for various places/ site and Date of Auction may be seen on HIMUDA website www.himuda.hp.gov.in. Information regarding change in date of auction, if any, will be uploaded on HIMUDA website, well in advance. Before start of Auction, the Bidder on the Spot shall submit application form duly filled and signed alongwith Bid Money/participation amount in the shape of Demand Draft/ Bankers Cheque in favour of **CEO-cum-Secretary HIMUDA**, payable at any Scheduled Bank in Shimla or in Cash. Balance amount of 10% of the final bid amount is required to be deposited by the successful bidder at the fall of hammer on the spot, in the same manner as mentioned above.


[Dr. Surinder Kr. Vashist]

CEO-cum-Secretary,
HIMUDA Shimla-2

For enquiry please contact:

Phone:- 0177-2623790, 2623705,

Website :-www.himuda.hp.gov.in

SCHEDULE FOR AUCTION OF RESIDENTIAL UNITS

Sr. No.	Unit No.	Category of unit	Colony Name	Area of Unit	Cost of Unit	Bid Money	Date of Auction	
1.	Flat No. 4 Block No. 12	Cat-I	HOUSING COLONY NEW SHIMLA PHASE--III	140.70 Sqm	Rs. 1,85,00,000/-	Rs.2,00,000/-	14-7-2026 AT HIMUDA CIRCLE OFFICE KASUMPTI SHIMLA-9 AT 11:00AM	
	Flat No. 3 Block No. 26	MIG		62.50.Sqm.	Rs. 45,00,000/-	Rs. 2,00,000/-		
2.	Store Site Near Plot No. 21-B	Site	HOUSING COLONY SANJAULI	498.00Sqm	Rs. 3,95,00,000/-	Rs. 2,00,000/-		
3.	Flat No. 7 Block 1 [Top Floor]	Cat-II	HOUSING COLONY THEOG	100.00Sqm.	Rs. 70,00,000/-	Rs. 2,00,000/-		
4.	Flat No. 8 Block No. 16	Cat-I	HOUSING COLONY KANDAGHAT	108.00Sqm.	Rs. 85,00,000/-	Rs. 2,00,000/-		
5.	Basement No. A Block No. 5	Cat-II		72.15 Sqm.	Rs. 40,00,000/-	Rs. 2,00,000/-		
6.	Basement No. B Block No. 5			72.15 Sqm.	Rs. 40,00,000/-	Rs. 2,00,000/-		
7.	House No. 30	MIG	HOUSING COLONY SAPROON SOLAN PHASE-I	227.27.Sqm.	Rs. 62,00,000/-	Rs. 2,00,000/-	21-7-2026 IN HOUSING COLONY AT SAPROON [SOLAN] PHASE-II AT 11:00 AM	
8.	Pot No. 90	MIG		205.50.Sqm.	Rs. 60,50,000/-	Rs. 2,00,000/-		
9.	Flat No.1 Block No. 25 [G.F]	Cat-II	HOUSING COLONY SAPROON SOLAN PHASE-II	113.57.Sqm.	Rs. 95,00,000/-	Rs. 2,00,000/-		
10.	Flat No. 2 Block No. 25 [F.F]	Cat-II		113.57.Sqm.	Rs. 98,00,000/-	Rs. 2,00,000/-		
11.	Flat No. 3 Block No. 25 [TF]	Cat-II		187.99Sqm.	Rs. 1,70,85,000/-	Rs. 2,00,000/-		
12.	Plot No. 60-A	HIG	HOUSING COLONY PAONTA SAHIB	156.25.Sqm	Rs. 60,00,000/-	Rs. 2,00,000/-		28-7-2026 AT HIMUDA OFFICE PARWANOO AT 11:00 AM
13.	Plot No. 60-B	HIG		156.25	Rs. 60,00,000/-	Rs. 2,00,000/-		
14.	Flat No. 8 Block No. 1	Cat-I	HOUSING COLONY KAMLI [PARWANOO]	126.00Sqm.	Rs. 72,00,000/-	Rs. 2,00,000/-		
15.	Flat No. 8 Block No.3	Cat-II		103.00Sqm.	Rs. 60,00,000/-	Rs. 2,00,000/-		
16.	Flat No. 5 & 8 Block No. B	Cat-I	HOUSING COLONY SECTOR-V PARWANOO	129.12Sqm each	Rs. 62,50,000/- each	Rs. 2,00,000/-		
17.	Flat No. 5 to 8 Block No. C	Cat-I		129.12Sqm each	Rs. 62,50,000/- each	Rs. 2,00,000/-		

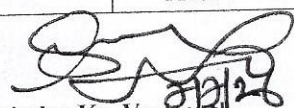
18.	Flat No. 4 , 7&8 Block No. 9	Cat-II	HOUSING COLONY NALAGARH	99.26.Sqm each	Rs. 41,50,000/- each	Rs. 2,00,000/-	4-8-2026 AT COMMERCIAL HALL AT HOUSING COLONY NALAGARH AT 11:00AM
19.	Flat No. 2& 4, Block No. 10	Cat-II		99.26.Sqm each	Rs. 41,50,000/- each	Rs. 2,00,000/-	
20.	Flat No. 6&8 Block No. 10	Cat-II		99.26.Sqm each	Rs. 41,50,000/- each	Rs. 2,00,000/-	
21.	House No. 97	HIG	HOUSING COLONY BADDI PHASE- I	Plot Area 121.80.Sqm. & plinth Area 45.06.Sqm.	Rs. 85,00,000/-	Rs. 2,00,000/-	
22.	Flat No. 15 Block No. E	Cat-II	HOUSING COLONY BADDI PHASE- III	99.26.Sqm.	Rs. 35,00,000/-	Rs. 2, 00,000/-	
23.	Flat No. 10 Block No. B	HIG-II	HOUSING C- OLONY HAMIRPUR	78.35.Sqm.	Rs. 55,00,000/-	Rs.2,00,000/-	11-8-2026 AT EXECUTIVE ENGINEER OFFICE MANDI AT 11:00 AM
24.	House No. 70	Cat-I	HOUSING COLONY AT DEVTA GROUND [KULLU]	Plot area 240.00Sq. Plinth area 88.31.Sqm.	Rs. 1,25,00,000/-	Rs.2,00,000/-	

DETAIL OF VACANT UNITS I.E. COMMERCIAL FOR SPOT AUCTION.

Sr. No.	Description and location of site	Area per unit [in Sqm]	Reserve price	Lease rent	Bid Money	Date , Time & Venue of auction
1	COMMERCIAL COMPLEX NEAR PNB SECTOR-I AT PARWANOO [ON LEASE HOLD BASIS]					28-7-2026 AT HIMUDA OFFICE AT PARWANOO AT 11:00 AM
	Shop No. 16	21.71	Rs. 30,20,000/-	2,171/- GST as applicable	Rs. 2,00,000/	
	Shop No. 17	17.16	Rs. 23,90,000/-	1,716/- GST as applicable	Rs. 2,00,000/	
	Shop No. 18	17.71	Rs. 24,60,000/-	1,771/- GST as applicable	Rs. 2,00,000/	
	Shop No. 20	14.99	RS. 20,90,000/-	1,499/- GST as applicable	Rs. 2,00,000/	
B.	First Floor					
	Shop No 9	16.23	Rs. 22,60,000/-	1,623/- GST as applicable	Rs. 2,00,000/	
	Shop No. 17	17.16	Rs. 23,90,000/-	1,716/- GST as applicable	Rs. 2,00,000/	
	Shop No. 21	15.02	Rs. 20,90,000/-	1,502/- GST as applicable	Rs. 2,00,000/	
C.	Second Floor					
	Hall	138.54	Rs. 1,53,90,000/-	13,854/- GST as	Rs. 2,00,000/	

				applicable	
	Shop No. 12-A	21.93	Rs. 30,50,000/-	2,193/- GST as applicable	Rs. 2,00,000/-
	Shop No. 14 & 15	20.53	Rs. 28,50,000/-	2,053/-	Rs. 2,00,000/-
	Shop No. 16	21.71	Rs. 30,20,000/-	2,171/- GST as applicable	Rs. 2,00,000/-
	Shop No. 17	17.16	Rs. 23,90,000/-	1,716/- GST as applicable	Rs. 2,00,000/-
	Shop No. 18	17.71	Rs. 24,60,000/-	1,771/- GST as applicable	Rs. 2,00,000/-
	Shop No. 19	9.16	Rs. 12,80,000/-	916/- GST as applicable	Rs. 2,00,000/-
	Shop No. 20	14.99	Rs. 20,90,000/-	1,499/- GST as applicable	Rs. 2,00,000/-
	Shop No. 21	15.02	Rs. 20,90,000/-	1,502/- GST as applicable	Rs. 2,00,000/-
	Shop No. 22	8.74	Rs. 12,20,000/-	874/- GST as applicable	Rs. 2,00,000/-
2.	COMMERCIAL COMPLEX NEAR HIMUDA OFFICE BUILDING IN SECTOR-I, PARWANOO [ON LEASE HOLD BASIS]				
	Hall No. 3 (2 nd Floor)	83.47	Rs. 66,30,000/-	4,174/- GST as applicable	Rs. 2,00,000/-
	Hall No. 4 (2 nd Floor)	104.00	Rs. 82,60,000/-	5,200/- GST as applicable	Rs. 2,00,000/-
	Hall No. 5 (3 rd Floor)	83.47	Rs. 66,30,000/-	4,174/- GST as applicable	Rs. 2,00,000/-
	Hall No. 6 (3 rd Floor)	104.00	Rs. 82,60,000/-	5,200/- GST as applicable	Rs. 2,00,000/-
3.	BOOTH & STORE, SECTOR-IV PARWANOO [ON LEASE HOLD BASIS]				
	Booth No.2	12.43	Rs.14,00,000/-	1243/- GST as applicable	Rs. 2,00,000/-
	Store No.1	18.65	Rs. 16,80,000/-	1865/- GST as applicable	Rs. 2,00,000/-
	Store No.2	18.65	Rs.16,80,000/-	1865/- GST as applicable	Rs. 2,00,000/-
	Store No.3	18.65	Rs.16,80,000/-	1865/- GST as applicable	Rs. 2,00,000/-
	Store No.4	18.65	Rs.16,80,000/-	1865/- GST as applicable	Rs. 2,00,000/-
	Store No.5	18.65	Rs.16,80,000/-	1865/- GST as applicable	Rs. 2,00,000/-
4.	BOOTH [Near Block No. 31] ,SECTOR-IV AT PARWANOO [ON LEASE HOLD BASIS]				
	Booth No. 2	12.75	Rs.11,30,000/-	1275/- GST as applicable	Rs. 2,00,000/-
5.	BOOTH SITES ,SECTOR-IV AT PARWANOO [ON LEASE HOLD BASIS]				
	Booth Site No.12	21.34	Rs. 11,73,700/-	2134/- GST as applicable	Rs. 2,00,000/-
	Booth Site No. 13	21.34	Rs. 11,73,700/-	2134/- GST as applicable	Rs. 2,00,000/-

6.	HOUSING COLONY AT NALAGARH , DISTRICT SOLAN [HP]					4-8-2026 AT COMMERCIAL HALL AT HOUSING COLONY NALAGARH AT 11:00 AM
	Commercial Hall	169.50.Sqm. .	Rs. 1,52,00,000/-	8575/- GST as applicable	Rs. 2,00,000/-	
7.	PETROL PUMP SITE AND MEDICAL FACILITY SITE AT MANDHALA [BADDI] [ON LEASE HOLD BASIS]					
	Petrol Pump Site	1968.38	Rs. 1,61,03,120/-	98,419/- GST as applicable	Rs. 2,00,000/	
	Medical Facility Site No.1	1364.66	Rs. 1,11,64,147/-	68,233/- +GST as applicable	Rs. 2,00,000/	14-7-2026 AT 11:00AM AT CIRCLE OFFICE KASUMPTI SHIMLA-9
	Medical Facility Site No.2	1512.47	Rs. 1,23,73,366/-	75,624/- +GST as applicable	Rs. 2,00,000/	
8.	HOUSING COLONY AT BHATOLI KALAN , BADDI [ON LEASE HOLD BASIS]					
	Shop No.5	10.80 Sqm.	Rs.8,50,000/-	310/- +GST as applicable	Rs. 1,00,000/-	
9.	HOUSING COLONY AT SANJAULI [ON LEASE HOLD BASIS]					11-8-2026 EXECUTIVE ENGINEER OFFICE MANDI AT 11:00 AM
	Shop No. 2 & 3 [G.F]	13.37 each	Rs.20,50,000/- each	1,337/- +GST as applicable	Rs. 2,00,000/-	
	Shop No. 7 [F.F]	13.37 each	Rs.20,50,000/-	1,337/- +GST as applicable	Rs. 2,00,000/-	
10	HOUSING COLONY AT SINGLA RAMPUR PHASE-I POCKET -D					
	Commercial Plot	1138.65 Sqm .	Rs. 3,50,00,000/-	9110/- + GST as applicable	Rs. 2,00,000/-	11-8-2026 EXECUTIVE ENGINEER OFFICE MANDI AT 11:00 AM
11	HOUSING COLONY SUNDERNAGAR , DISTRICT MANDI [HP]					
	Commercial Plot	414.80.Sqm.	Rs. 70,00,000/-	415/- + GST as applicable	Rs. 200,000/-	
12	Housing Colony at Kangra , District Kangra [HP]					11-8-2026 EXECUTIVE ENGINEER OFFICE MANDI AT 11:00 AM
	Commercial Plot	621.00.Sqm.	Rs. 68,00,000/-	621/- + GST as applicable	Rs. 200,000/-	


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

BROCHURE FOR AUCTION OF RESIDENTIAL UNITS



H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

BROCHURE FOR AUCTION OF RESIDENTIAL FLATS, HOUSES AND PLOTS IN HOUSING COLONIES AT PHASE-III, NEW SHIMLA [SHIMLA], THEOG [DISTRICT SHIMLA], SANJAULI [SHIMLA], KANDAGHAT [DISTRICT SOLAN], PHASE-I& II, SAPROON [SOLAN], PAONTA SAHIB [DISTRICT SIRMOUR], HAMIRPUR, DEVTA GROUND (KULLU), PHASE -I& III, BADDI [DISTRICT SOLAN], KAMLI [PARWANOO] SECTOR-V PARWANOO & NALAGARH [DISTRICT SOLAN].

COST OF BROCHURE

At HIMUDA offices:

Price Rs. 1,180/-

Through registered post:

Price Rs. 1,236/-

In case downloaded from HIMUDA website:

**Price Rs. 1180/- [DD/ Cash
alongwith application form]**

Contact Details:

Executive Engineer {E.M. & B.D}: ☎ 0177-2623790 & 2623705

Chief Finance Officer: ☎ 0177-2622681 & 2628044

Fax No: ☎ 0177-2620521 & 2623860

HIMUDA Website: www.himuda.hp.gov.in

e-mail (✉) : info@himuda.com

EARNEST MONEY / BID MONEY

RS. 2.00.LACS

MINIMUM NO OF BIDS

5 NOS.

MINIMUM BID INCREMENT

RS. 25,000/-

THE AUCTION WILL START W.E.F 14-7-2026 TO 11-8-2026

***(Change in dates of auction , if any, due to administrative reason will be notified on
HIMUDA website .)***

BROCHURE FOR AUCTION OF RESIDENTIAL FLATS, HOUSES AND PLOTS IN HOUSING COLONIES AT PHASE-III , NEW SHIMLA [SHIMLA], THEOG [DISTRICT SHIMLA], SANJAULI [SHIMLA], KANDAGHAT [DISTRICT SOLAN], PHASE-I& II, SAPROON [SOLAN] , PAONTA SAHIB [DISTRICT SIRMOUR] , HAMIRPUR ,DEVTA GROUND (KULLU) , PHASE -I & III, BADDI [DISTRICT SOLAN], KAMLI [PARWANOO] SECTOR-V PARWANOO & NALAGARH [DISTRICT SOLAN].

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 further committee authorized by CEO-cum-Secretary for Spot Auction 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 flat/ house /plot will be allotted on **“As is, where is, as is what is basis and whatever there is basis”** means that the property is being offered and transferred in its existing location, condition, state, and with all contents, structures, amenities, defects, rights, liabilities, and encumbrances whatsoever, without any warranty or obligation on the part of the seller to make any improvement, repair, modification, or rectification and further it is presumed that applicant is fully aware about the property conditions for which he / she applied and accepted its condition before applying / bidding. **NO Claim regarding any defects / shortcoming in the said property will be entertained by HIMUDA after accepting the request / bid and after allotment.**
10. Prospective bidder shall have to deposit a sum of **Rs.2,00,000/-** before the start of auction an earnest money/participation fee 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. The bidder is required give minimum 5 Nos. bid and the bid amount with hic of minimum of Rs. 25000/- [Twenty five thousand]no bid will be accepted below .

11. 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.
12. 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 . If the allottee pays the balance payment i.e. 75% alongwith 15% within 45 days then **he/she will be entitled to avail 5% rebate on the balance lump sum amount {payable in equal installment without interest}**. Otherwise the remaining 75% premium is to be paid in three annual installments with interest @ 11% per annum.
13. 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.
14. 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.

15. Possession of the flat 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.
16. 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.
17. 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.
18. 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.
19. The flat/ house/plot shall be handed over on **“As is, where is, as is what is basis and whatever there is basis,” means that the property is being offered and**

transferred in its existing location, condition, state, and with all contents, structures, amenities, defects, rights, liabilities, and encumbrances whatsoever, without any warranty or obligation on the part of the seller to make any improvement, repair, modification, or rectification and further it is presumed that applicant is fully aware about the property conditions for which he / she applied and accepted its condition before applying / bidding. NO Claim regarding any defects / shortcoming in the said property will be entertained by HIMUDA after accepting the request / bid and after allotment.

20. 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.
21. 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.
22. 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.
23. 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.
24. All disputes shall be subject to the jurisdiction of courts within Himachal Pradesh.
25. Use and maintenance of house/plot ;
 - (i) No allottee shall use flat , house& Plot 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 flat ,house & plot for collection of refuse, 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 refuse 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 flat, house & plot 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 flat , house & plot 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 flat , 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.

- 26 (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.

27. **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 or 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 satisfaction of the CEO-cum-Secretary and the transferee shall then 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.

28. 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.

29. 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.
30. 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.
31.
 - 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.

32. The building constructed on the allotted plot/house shall be used for residential purpose only.

33. 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.

34. **Mortgage / Charge with Bank or Financial Institution:**

(i) The allottee may mortgage the auctioned/allotted flat/house/plot with any scheduled Bank, Financial Institution, Housing Finance Company or such other lending institution for raising loan subject to prior permission of HIMUDA and subject to such terms and conditions as may be prescribed by the Authority from time to time.

(ii) In the event of default by the allottee and consequent enforcement of security interest by the Bank/Financial Institution under the provisions of the SARFAESI Act, 2002 or under any other law for the time being in force, the Bank/Financial Institution shall obtain prior permission/NOC from HIMUDA before conducting auction/transfer of the mortgaged property.

(iii) In such eventuality, all transfer charges, processing fees, outstanding dues, penalties, lease money, maintenance charges and any other amount payable to HIMUDA in respect of the said property shall first be cleared before recognition of transfer/change of title in the records of HIMUDA.

(iv) In the eventuality if Bank/Financial Institution fails to take prior permission from HIMUDA and auction / transfers the mortgaged property the auction purchaser / transferee shall be liable to pay transfer charges, processing fees outstanding dues , penalties , lease moany , maintenance charges and any other amount payable to HIMUDA in respect of the said property , as applicable under the policies/regulations of HIMUDA prevailing at the relevant time. However , the NOC/ transfer permission shall be subject to the prior approval of competent authority only after realization of all pending dues with a minimum penalty of Rs. 1.00 Lacs. .

(v) Mere auction of the mortgaged property by the Bank/Financial Institution shall not automatically bind HIMUDA to recognize the transfer unless all codal formalities and conditions prescribed by HIMUDA are fulfilled.

35. Maintenance and Upkeep of Property:

(i) Every allottee shall maintain the auctioned/allotted flat/house/plot in proper, safe, hygienic and habitable condition and shall not permit the property to fall into disrepair, dilapidation or unhygienic condition causing inconvenience, nuisance or hazard to neighbouring residents or adversely affecting the planned environment and reputation/image of HIMUDA.

(ii) In case any allottee fails to maintain the property properly or commits such acts/omissions which result in degradation of the colony, inconvenience to other allottees or damage to common infrastructure/facilities, HIMUDA shall be competent to issue notice requiring rectification within such period as may be specified.

(iii) In the event of failure to comply with such directions, HIMUDA may, after affording reasonable opportunity of being heard to the allottee, cancel the allotment and resume possession of the property.

(iv) Upon such cancellation/resumption, all deposits/payments made by the allottee shall stand forfeited wholly or partly as may be determined by HIMUDA and the Authority shall further be entitled to recover from the allottee all expenditure incurred for restoration, repair, demolition, cleaning, maintenance or bringing the property to its original/planned condition together with applicable interest and recovery charges.

(v) The decision of the CEO-cum-Secretary, HIMUDA regarding adequacy of maintenance and determination of restoration charges shall be final and binding upon the allottee.

36. **Compliance with Municipal, Environmental and Building Laws:**

The allottee shall comply with all applicable municipal laws, environmental laws, fire safety norms, building regulations, zoning regulations and directions issued by competent authorities from time to time. Any violation thereof shall be solely at the risk and cost of the allottee.

37. **Unauthorized Construction / Alteration:**

No addition, alteration, encroachment, extra construction or structural modification in the flat/house/plot shall be carried out except with prior written approval of the competent authority and in accordance with approved building plans. HIMUDA shall be competent to remove/demolish unauthorized construction at the risk and cost of the allottee besides taking action for cancellation of allotment.

38. **Encroachment upon Common Areas:**

No allottee shall encroach upon roads, passages, parking spaces, parks, staircases, terraces, set-backs, green areas or any other common/public utility space. HIMUDA shall have the right to remove such encroachment without prior notice at the cost of the allottee.

39. **Recovery as Arrears of Land Revenue:**

Any amount due towards premium, installments, penalties, restoration charges, maintenance charges, transfer charges or any other dues

payable to HIMUDA shall be recoverable as arrears of land revenue besides any other remedy available under law.

40. **Change in Government Policy / Statutory Levies:**

In case of any change in Government policy, taxation structure, GST, duties, development charges, statutory levies or any other charges imposed by Government or competent authority after auction/allotment, the same shall be payable by the allottee in addition to the bid amount.

41. **Liability regarding Third Party Disputes:**

HIMUDA shall not be responsible for any private dispute amongst co-allottees, legal heirs, family members, purchasers, tenants, occupants or any third party claiming interest in the property and the allottee shall indemnify HIMUDA against all such claims.

42. **Indemnity Clause:**

The allottee shall keep HIMUDA indemnified and harmless against all losses, claims, liabilities, damages, litigation expenses, penalties and actions arising out of misuse, unauthorized occupation, illegal activities, violation of laws or breach of terms and conditions by the allottee or any person claiming through him/her.

43. **Restriction on Commercial Activities:**

No commercial activity, trade, business, coaching centre, guest house, hostel, homestay, godown, office or any other activity inconsistent with residential use shall be permitted except to the extent specifically allowed under applicable policies/laws.

44. **Right of Inspection:**

HIMUDA or its authorized officers/officials shall have the right to inspect the property at reasonable times for verification of compliance of terms and conditions, maintenance standards, misuse, encroachment or unauthorized construction.

45. **Service of Notices:**

Any notice issued by HIMUDA at the address/e-mail provided by the allottee shall be deemed to have been duly served. It shall be the

responsibility of the allottee to intimate any change in address/contact details to HIMUDA.

46. **Delay due to Court Orders / Force Majeure:**

HIMUDA shall not be liable for any delay in handing over possession, execution of documents or provision of services due to court orders, natural calamities, strikes, riots, governmental restrictions, force majeure events or circumstances beyond its control.

47. **No Claim for Interest / Compensation:**

No bidder/allottee shall be entitled to claim any interest, compensation, damages, escalation, loss of profit or litigation expenses from HIMUDA on account of delay, cancellation, withdrawal of units from auction, policy changes or any action taken in accordance with law and terms of the brochure.

48. **Applicability of Future Policies:**

The allotment shall also be governed by such policies, regulations, office orders and instructions as may be issued by HIMUDA/Government from time to time and the allottee shall be bound by the same.

49. **Residual Powers:**

In respect of matters/issues not specifically provided herein, the decision of the CEO-cum-Secretary, HIMUDA shall be final and binding subject to provisions of the HIMUDA Act, Regulations and applicable law in such matters.

50. **Interpretation Clause:**

If any doubt arises regarding interpretation of any clause of the brochure or allotment terms, the interpretation given by HIMUDA shall prevail.

51. **Compliance with RERA / Applicable Statutory Provisions:**

Wherever applicable, the allottee shall comply with the provisions of the Real Estate (Regulation and Development) Act, 2016 and other statutory enactments as amended from time to time.



Serial No _____, 2026

H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

FORM TO BE FILLED IN BY THE PROSPECTIVE BIDDER

1. Name in block letters : _____
2. Father/ Mother : _____
Husband /Guardian Name
[Tick whichever is Applicable]
3. Occupation : _____
4. Permanent address : _____

5. Correspondence address : _____

6. Date of birth : _____
7. Mobile /Telephone No.: _____
8. e-mail id (if any) : _____
9. ID proof : _____
10. Place for which
bid is to be given : _____

*Affix latest
passport size
photograph*

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 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. _____

Received a sum of Rs. (Rupees
.....) only from Shri.
on account of earnest money.

Authorized signatory

BROCHURE FOR AUCTION OF COMMERCIAL UNITS



H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY

(A State Government Undertaking)

BROCHURE FOR AUCTION OF COMMERCIAL UNITS IN HOUSING COLONIES AT SHINGLA [RMAPUR] , DISTRICT SHIMLA , NALAGARH [DISTRICT SOLAN] & KANGRA , DISTRICT KNAGRA [HP] .

COST OF BROCHURE

At HIMUDA offices:

Through registered post:

In case downloaded from HIMUDA website:

Price Rs. 1,180/-

Price Rs. 1,236/-

Price Rs. 1180/- [DD/ Cash
alongwith application form

Contact Details:

Executive Engineer {E.M. & B.D}: ☎ 0177-2623790 & 2623705

Chief Finance Officer: ☎ 0177-2622681 & 2628044

Fax No: ☎ 0177-2620521 & 2623860

HIMUDA Website: www.himuda.hp.gov.in

e-mail (✉) : info@himuda.com

EARNEST MONEY / BID MONEY

MINIMUM NO OF BIDS

MINIMUM BID INCREMENT

RS. 2.00.LACS

5 NOS.

RS. 25,000/-

THE AUCTION WILL START W.E.F 14-7-2026 TO 11-8-2026

*(Change in dates of auction , if any, due to administrative reason will be notified
on HIMUDA website .)*

TERMS AND CONDITIONS FOR SALE OF COMMERCIAL UNITS THROUGH GH 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. Prospective bidder shall have to deposit a sum of **Rs.2,00,000/-** before the start of auction an earnest money/participation fee 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. The bidder is required give minimum 5 Nos. bid and the bid amount with hic of minimum of Rs. 25000/- [Twenty five thousand]no bid will be accepted below
11. 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.
 12. 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 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 . If the allottee pays the balance payment i.e. 75% alongwith 15% within 45 days then **he/she will be entitled to avail 5% rebate on the balance lump sum amount {payable in equal installment without interest}**. Otherwise the remaining 75% premium is to be paid in three annual installments with interest @ 11% per annum **without waiting for any notice and the Authority will not be under any obligation to issue any demand notice.**
 13. 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.
 14. 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.
 15. 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.
 16. 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.
17. 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.
 18. 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.
 19. 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.
 20. 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.
 21. The covered passages (verandah) if any, shall not be encroached upon or used for any purpose other than a public passage.
 22. 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.
 23. 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.
 24. Sites, Commercial units shall be handed over on "**As is, where is, as is what is basis and whatever there is basis**" means that the property is being offered and transferred in its existing location, condition, state, and with all contents, structures, amenities, defects, rights, liabilities, and encumbrances whatsoever, without any warranty or obligation on the part of the seller to make any improvement, repair, modification, or rectification and further it is presumed that applicant is fully aware about the property conditions for which he / she applied and accepted its condition before applying / bidding. **NO Claim regarding any defects / shortcoming in the said property will be entertained by HIMUDA after accepting the request / bid and after allotment.**
 25. No Fragmentation of the site shall be permitted.
 26. 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.

27. 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.
28. 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.
29. GST as fixed by the central/State Government from time to time shall be paid by the lessee.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. In case of Commercial Plot/ 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.

38. In accordance with policy of HIMUDA construction of 3rd Storey is allowed if applied for which additional premium will be charged.

39. The CEO-cum-Secretary, HIMUDA reserves the right to withdraw any number of units that may have been announced for auction and further committee authorized by CEO-cum-Secretary for Spot Auction to accept or reject the highest bid without assigning any reason.

40. 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.

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

42. **Mortgage / Charge with Bank or Financial Institution:**

(i) The allottee may mortgage the auctioned/allotted flat/house/plot with any scheduled Bank, Financial Institution, Housing Finance Company or such other lending institution for raising loan subject to prior permission of HIMUDA and subject to such terms and conditions as may be prescribed by the Authority from time to time.

(ii) In the event of default by the allottee and consequent enforcement of security interest by the Bank/Financial Institution under the provisions of the SARFAESI Act, 2002 or under any other law for the time being in force, the Bank/Financial Institution shall obtain prior permission/NOC from HIMUDA before conducting auction/transfer of the mortgaged property.

(iii) In such eventuality, all transfer charges, processing fees, outstanding dues, penalties, lease money, maintenance charges and any other amount payable to HIMUDA in respect of the said property shall first be cleared before recognition of transfer/change of title in the records of HIMUDA.

(iv) In the eventuality if Bank/Financial Institution fails to take prior permission from HIMUDA and auction / transfers the mortgaged property the auction purchaser / transferee shall be liable to pay transfer charges, processing fees outstanding dues , penalties , lease money , maintenance charges and any other amount payable to HIMUDA in respect of the said property , as applicable under the policies/regulations of HIMUDA prevailing at the relevant time. However , the NOC/ transfer permission shall be subject to the prior approval of competent

authority only after realization of all pending dues with a minimum penalty of Rs. 1.00 Lacs. .

(v) Mere auction of the mortgaged property by the Bank/Financial Institution shall not automatically bind HIMUDA to recognize the transfer unless all codal formalities and conditions prescribed by HIMUDA are fulfilled.

43. Maintenance and Upkeep of Property:

(i) Every allottee shall maintain the auctioned/allotted Commercial unit in proper, safe, hygienic and habitable condition and shall not permit the property to fall into disrepair, dilapidation or unhygienic condition causing inconvenience, nuisance or hazard to neighbouring residents or adversely affecting the planned environment and reputation/image of HIMUDA.

(ii) In case any allottee fails to maintain the property properly or commits such acts/omissions which result in degradation of the colony, inconvenience to other allottees or damage to common infrastructure/facilities, HIMUDA shall be competent to issue notice requiring rectification within such period as may be specified.

(iii) In the event of failure to comply with such directions, HIMUDA may, after affording reasonable opportunity of being heard to the allottee, cancel the allotment and resume possession of the property.

(iv) Upon such cancellation/resumption, all deposits/payments made by the allottee shall stand forfeited wholly or partly as may be determined by HIMUDA and the Authority shall further be entitled to recover from the allottee all expenditure incurred for restoration, repair, demolition, cleaning, maintenance or bringing the property to its original/planned condition together with applicable interest and recovery charges.

(v) The decision of the CEO-cum-Secretary, HIMUDA regarding adequacy of maintenance and determination of restoration charges shall be final and binding upon the allottee.

44. Compliance with Municipal, Environmental and Building Laws:

The allottee shall comply with all applicable municipal laws, environmental laws, fire safety norms, building regulations, zoning regulations and directions issued by competent authorities from time to time. Any violation thereof shall be solely at the risk and cost of the allottee.

45. Unauthorized Construction / Alteration:

No addition, alteration, encroachment, extra construction or structural modification in the flat/house/plot shall be carried out except with prior written approval of the competent authority and in accordance with approved building plans. HIMUDA shall be competent to remove/demolish unauthorized construction at the risk and cost of the allottee besides taking action for cancellation of allotment.

46. Encroachment upon Common Areas:

No allottee shall encroach upon roads, passages, parking spaces, parks, staircases, terraces, set-backs, green areas or any other common/public utility space. HIMUDA shall have the right to remove such encroachment without prior notice at the cost of the allottee.

47. Recovery as Arrears of Land Revenue:

Any amount due towards premium, installments, penalties, restoration charges, maintenance charges, transfer charges or any other dues payable to HIMUDA shall be recoverable as arrears of land revenue besides any other remedy available under law.

48. Change in Government Policy / Statutory Levies:

In case of any change in Government policy, taxation structure, GST, duties, development charges, statutory levies or any other charges imposed by Government or competent authority after auction/allotment, the same shall be payable by the allottee in addition to the bid amount.

49. Liability regarding Third Party Disputes:

HIMUDA shall not be responsible for any private dispute amongst co-allottees, legal heirs, family members, purchasers, tenants, occupants or any third party claiming interest in the property and the allottee shall indemnify HIMUDA against all such claims.

50. Indemnity Clause:

The allottee shall keep HIMUDA indemnified and harmless against all losses, claims, liabilities, damages, litigation expenses, penalties and actions arising out of misuse, unauthorized occupation, illegal activities, violation of laws or breach of terms and conditions by the allottee or any person claiming through him/her.

51. Right of Inspection:

HIMUDA or its authorized officers/officials shall have the right to inspect the property at reasonable times for verification of compliance of terms and conditions, maintenance standards, misuse, encroachment or unauthorized construction.

52. Service of Notices:

Any notice issued by HIMUDA at the address/e-mail provided by the allottee shall be deemed to have been duly served. It shall be the responsibility of the allottee to intimate any change in address/contact details to HIMUDA.

53. Delay due to Court Orders / Force Majeure:

HIMUDA shall not be liable for any delay in handing over possession, execution of documents or provision of services due to court orders, natural calamities, strikes, riots, governmental restrictions, force majeure events or circumstances beyond its control.

54. No Claim for Interest / Compensation:

No bidder/allottee shall be entitled to claim any interest, compensation, damages, escalation, loss of profit or litigation expenses from HIMUDA on account of delay, cancellation, withdrawal of units from auction, policy changes or any action taken in accordance with law and terms of the brochure.

55. Applicability of Future Policies:

The allotment shall also be governed by such policies, regulations, office orders and instructions as may be issued by HIMUDA/Government from time to time and the allottee shall be bound by the same.

56. Residual Powers:

In respect of matters/issues not specifically provided herein, the decision of the CEO-cum-Secretary, HIMUDA shall be final and binding subject to provisions of the HIMUDA Act, Regulations and applicable law in such matters.

57. Interpretation Clause:

If any doubt arises regarding interpretation of any clause of the brochure or allotment terms, the interpretation given by HIMUDA shall prevail.

58. Compliance with RERA / Applicable Statutory Provisions:

Wherever applicable, the allottee shall comply with the provisions of the Real Estate (Regulation and Development) Act, 2016 and other statutory enactments as amended from time to time.

HIMUDA

Serial No._____, 2026



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

FORM TO BE FILLED IN BY THE PROSPECTIVE BIDDER

*Affix latest
passport size
photograph*

1. Name in block letters : _____
2. Father/ Mother : _____
Husband Guardian Name
[Tick whichever is Applicable]
3. Occupation : _____
4. Permanent address : _____

5. Correspondence address : _____

6. Date of birth : _____
7. Mobile /Telephone No.: _____
8. e-mail id (if any) : _____
9. ID proof : _____
10. Place for which
bid is to be given : _____

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:-

1. _____ 2. _____
3. _____

Received a sum of Rs.....(Rupees.....
.....)only from Shri.
on account of earnest money.

Authorized signatory