



## **H.P. HOUSING & URBAN DEVELOPMENT AUTHORITY**

**(A State Government Undertaking)**

### ***BROCHURE FOR AUCTION OF COMMERCIAL UNIT AT DIFFERENT PLACES IN HIMACHAL PRADESH***

***Cost of Brochure--***

***Cash Counters:-***

*HIMUDA offices*

*(Price Rs. 500/-)*

*By registered post*

*(Price Rs.600/-)*

*From HIMUDA website -www.himuda.com*

*(Price Rs 500/-)*

***Non-refundable***

***For query please contact: Admn. Officer Ph. 0177-2623790 & 2623705***

***Chief Accounts Officer Ph. No. 0177-2622681 & 2628044***

***Fax No. 0177-2620521 & 2623860***

***website -www.himuda.com***

***e-mail:- info@himuda.com***

***Date of Auction w.e.f.: - 22-01-2018***

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

## **TERMS AND CONDITIONS FOR SALE OF COMMERCIAL/EDUCATIONAL 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 in its absolute 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 there under 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. The participant may produce the photo /ID proof at the time of auction.
6. In the case of a bid on behalf of a partner 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.
7. Notwithstanding the percentage of share in the property the liability of all the Lessee(s) would continue to be joint and several.
8. The site or commercial unit will be given on lease hold basis for 99 years in 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 @ 2.5 % of the cost of the raw land for the first 33 years is payable every year as lease rent. This rent shall be 3.75 % for the next 33 years and 5 % for the remaining years of the lease.
9. 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 and drawn on any schedule 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.

- 10.** 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 @ 12 % 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 12 % 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 lessees to pay annual installment without waiting for any notice and the Authority will not be under any obligation to issue any demand notice.
- 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.** After making payment of 25% of the premium, lessee shall execute a Lease Deed in the prescribed form in such manner as may be directed 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.
- 13.** 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 @ 0.1% of the sale price per month till the date of taking over actual possession.
- 14.** In case the lessee fails to deposit the installment and the annual lease rent by the due date the penal interest will be charged @ 14% 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.
- 15.** 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 @ 14% per annum for the delayed period or order cancellation of lease & resumption of unit and forfeit the whole/part of the amount already paid.

- 16.** 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 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.
- 17.** Incase 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.
- 18.** 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.
- 19.** The covered passages (verandah) shall not be encroached upon or used for any purpose other than a public passage.
- 20.** 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.
- 21.** 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.
- 22.** Sites shall be handed over on "as is where 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.
- 23.** No Fragmentation of the site shall be permitted.
- 24.** 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.
- 25.** 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.

- 26.** 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.
- 27.** GST as fixed by the central/State Government from time to time shall be paid by the lessee.
- 28.** 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 @ 14% per annum will be payable.
- 29.** 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.
- 30.** 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.
- 31.** 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.
- 32.** 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 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. However transfer of lease hold rights 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.
- 33.** 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.

- 34.** The construction, if any shall be done as per the approval of the competent authority under the relevant Act/building bylaws for the area.
- 35.** In case of commercial plot/site 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 bid money/premium 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 will be initiated at the risk and cost of Vendee/allottee.
- 36.** In accordance with policy of HIMUDA construction of 3<sup>rd</sup> story is allowed if applied for which additional premium will be charged.
- 37.** 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 of bids without assigning any reason.
- 38.** The Authority may revoke cancellation of any unit if the lessee pay all outstanding dues alongwith interest, litigation and penalty charges as decided by the authority and also agree not to breach any of the terms and condition of lease in future.
- 39.** All disputes shall be subject to the jurisdiction of Courts within Himachal Pradesh.