

Terms & Conditions(Revised)**1. Reserve price**

- a) Residential plot measuring 4.55 Acres = Rs.181.39 Crore (Rupees One hundred eighty one crore and thirty nine lakh only) on freehold basis.
- b) Hospital plot measuring 8.23 Acres = Rs.344.03 Crore (Rupees Three hundred forty four crore and three lakh only) on leasehold basis being commercial.
- c) School plot(Institutional) measuring 4.50 Acre = Rs 188.37 Crore(Rupees One hundred and eighty eight crore and thirty seven lakhs only) on lease hold basis being commercial.

2. Terms & Conditions of e-auction

- i) The interested e-auctioneer shall have to pay registration money for e-auctioning of residential plot as Rs.10,000/- plus Rs.1800/- (GST 18%) thus totaling Rs.13,570/-(Rupees Thirteen thousand five hundred and seventy only). The e-auctioneer shall also pay Rs 1770/-(Rs 1500/- + Rs 270/- as GST 18%) as e-auction fee. The interested e-auctioneer shall also pay Earnest Money would be Rs.2.00 Crore (Rupees Two Crore only) for residential plot, Rs 2.00 Crore(Rupees Two crore only) for school plot(institutional) & Rs.3.50 Crore (Rupees Three Crore Fifty Lakhs only) for Hospital plot to be paid in favour of Chandigarh Housing Board, Chandigarh. The said payments would be made through online payment gateway or RTGS/NEFT so as to become eligible for participation of e-auction. Only after payment of registration money and Earnest Money, the interested e-auctioneer would be eligible for e-auctioning. Further, following documents are to be uploaded by the eligible e-auctioneer:-

- a) Printout of scanned image of printed RTGS/NEFT alongwith UTR number and date
- b) PAN Card (mandatory for Indian Residents), PAN/Passport alongwith OIC/PIO Card for Non-Resident Indians on the web portal: www.tenderwizard.com/auctions.

The bid will be accepted in the multiples of Rs.10,00,000/- (Rupees Ten lakh only)

The schedule of payment would be as under:-

Instalments	Payment	Time Period
1 st Instalment	25% of Sale/Bid Price (after adjustment of Earnest Money already paid)	Within 24 hours of acceptance of bid
2 nd Instalment	25% of Sale/Bid Price	Within 90 days including day of sale/ bid.
3 rd Instalment	25% of Sale/Bid Price	Within 180 days including day of sale/ bid.
4 th Instalment	25% of Sale/Bid Price	Within 270 days including day of sale/ bid.

The physical possession of property shall be handed over after making full and final payment to the Chandigarh Housing Board. In case of default in payment of successful bidder, the amount already deposited by the bidder shall be liable to be forfeited and property shall be put for re-auction and the defaulting borrower shall have no claim in respect of property/amount and the defaulter bidder will not be allowed to participate again.

In case any bid is placed in the last five minutes of the closing time of e-auction, the closing time will be automatically extended for 10 minutes (subject to unlimited number of extensions of 10 minutes each, every time a bid is submitted). The bidder who submits the highest bid amount on closure of e-auction process shall be declared as a successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorized Officer.

The respective qualified e-auctioneer may avail online training on e-auction from M/s Antares Systems Limited prior to the date of e-auction. Neither the authorized officer/Bank nor M/s Antares Systems Limited shall be liable for any internet network problem. The interested e-auctioneer should ensure that they are technically well-equipped for participating in the e-auction.

As per provisions contained under Section 194-1 A of Income Tax Act, 1961, 1% TDS as Income Tax is leviable on the total consideration for transfer of immovable property costing amount above Rs.50.00 Lac. In case the total consideration for transfer of immovable property is more than Rs.50.00 Lac and above, it is the responsibility of the purchaser to deduct 1% amount out of the total consideration and deposit the same with Income Tax Department after mentioning his/her TAN and PAN of Chandigarh Housing Board (PAN No.AAALC0132H) and he will submit the photocopy of received online challan in respect of the TDS so deposited and the balance amount payable to Chandigarh Housing Board would be total consideration minus 1% of TDS. The purchaser shall bear the applicable stamp duty/additional stamp duty/transportation charges/fees etc. and also all the statutory and non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. Any Govt. tax/Levy present as well as future shall be borne by the e-auctioneer/participant.

The authorized officer has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel the e-auction without assigning any reason thereof.

The e-auctioneer are advised to go through the detailed terms and conditions of e-auction on the web portal of M/s Antares Systems Limited <http://www.tenderwizard.com/auctions> before submitting their registration fee, bid amount and taking part in e-auction.

The intending e-auctioneer should register their name(s) at <http://www.tenderwizard.com/auctions> and get user ID & Password on payment of prescribed registration fee. E-auctioneers who are holding valid ID and Password provided by M/s Antares Systems Limited. For the auction after due verification of PAN, are allowed to participate in online e-auction on the above portal.

Special Instructions: In case of e-auctioning at the last moment, e-auctioneers are requested to make all the necessary arrangement/alternative such as power supply backup etc. so that they are able to participate the auction. The Chandigarh Housing Board has absolute right to change any or all terms and conditions at any point of time. The terms for allotment of these properties i.e. Residential and Commercial lease hold basis are governed under the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Dev. & Reg.) Property rules, 1952, the Chandigarh Estate Rules, 2007, the Haryana Housing Board, Act, 1971 (as extended to U.T., Chandigarh), and The Chandigarh Housing Board (Allotment, Management and Sale of Tenements), Regulations 1979, as amended from time to time.

- ii) In case any variation in actual area is found in respect of residential/commercial plot, the bid price would be decreased/increased on pro-rata basis and the successful auctioneer/owner will have to pay the same.
- iii) The general terms & conditions of the allotment of residential plot and commercial plot would be the same as specified by the Estate Office, UT, Chandigarh for residential sites by open auction on freehold basis (copy of which is placed as **Annexure-B1**) and that for commercial sites by open auction on leasehold basis (copy of which is placed as **Annexure-B2**).
- iv) The residential plot shall have compulsory provision of a gymnasium and a swimming pool. The successful e-auctioneer/owner of residential/ commercial plot would have to adhere to all the architectural bye-laws as applicable for I.T. Park which have been uploaded on the Chandigarh Administration website on 27.7.2017 (or as notified from time to time).

As per the layout Plan of IT Habitat, Rajiv Gandhi Chandigarh Technology Park supplied by the Department of Urban Planning, UT vide letter No.I-53(A)/STP-2017/6459 dated 24.8.2017 the following notes are given:-

- *Area of individual plots is subject to physical demarcation at site.*

- *Density shall vary between 200 to 300 persons per acre.*
- *15% of total dwelling units to be constructed for EWS.*
- *Only covered parking shall be allowed in residential plot.*
- *Any number of basements shall be allowed in residential plot.*
- *Zoning plans for the sites shall be issue in due course of time.*
- *0.5% of total site area of residential plots shall be allowed for daily commercial needs*
- *The provision of educational facility should be made as per norms.*
- *Minimum 35 mtrs. offset of buildings from center of pylons will be mandatory towards plots abutting outer road on west side (220 KV high tension line).*

The intending e-auctioneer has to take note of the above at the time of participating in e-auctioning

- v) The successful e-auctioneer/owner of residential/ commercial plot would have to obtain all type of approvals which means any and all permissions (including permission for cutting of trees etc. etc.) clearances (including environment clearance, wild life clearance, clearance from Pollution Authorities etc. etc.), authorizations, consents, sanctions and no-objection letters for and in respect of the Project from any Government Authority, regulatory (including sanction from Real Estate Regulatory Authority etc.) or departmental authority including but not limited to, the approvals of the Deptt of Urban Planning, Chandigarh Administration, CHB, Foreign Investment Promotion Board, Secretariat for Industrial Assistance, Reserve Bank of India and any authority, as may be applicable from time to time.
- vi) The successful e-auctioneer/owner would be allotted land of residential/ commercial plot on 'As is Where is basis'.
- vii) It would be the responsibility of the successful e-auctioneer/owner to adhere to the provisions of TDS & GST as applicable from time to time.
- viii) The successful e-auctioneer/owner shall be responsible for making arrangements for drainage (sewer/storm water) of the basements, upto any numbers (for residential oplot) & as per bye laws (for commercial plot)

ANNEXURE-B-1

Subject:- Detailed Terms and Conditions relating to Allotment of Residential Plots of Different Categories in Chandigarh on Free Hold Basis- through E-auction.

- 1) The interested e-auctioneer shall have to pay registration money for e-auctioning of residential plot as Rs.10,000/- plus Rs.1800/- (GST 18%) thus totaling Rs.13,570/-(Rupees Thirteen thousand five hundred and seventy only). The Earnest Money would be Rs.2.00 Crore (Rupees Two Crore only) for residential plot to be paid in favour of Chandigarh Housing Board, Chandigarh. The said payments would be made through online payment gateway or RTGS/NEFT so as to become eligible for participation of e-auction. Further, following documents are to be uploaded:-
 - a) Printout of scanned image of printed RTGS/NEFT alongwith UTR number and date
 - b) PAN Card (mandatory for Indian Residents), PAN/Passport alongwith OIC/PIO Card for Non-Resident Indians on the web portal: www.tenderwizard.com/auctions
- 2) Residential Plots will be given on free hold basis.
- 3) This auction is open to all the citizens of India (including NRIs & PIOs), above 18 years of age. The auction is being held on "As is Where is basis & As is What is basis". Auction sale/ bidding would be only through "Online Electronic Bidding i.e. forward auction" Process through the websites web portal: www.tenderwizard.com/auctions
- 4) The Chairman of the Property Allotment Committee (officer conducting the auction) reserves the right to withdraw any number of Plots that may have been announced for auction and to reject the highest bid without assigning any reasons. The bid will be accepted in the multiples of Rs.10 lacs only. The applicant will intimate/submit his complete address including e-mail address, Mobile, Pan No. & Identity proof of document.
- 5)
 - (i) In case of sale by auction, the interested bidders will have to deposit an earnest money of Rupees 2(two) crore, in favour of Chandigarh Housing Board, Chandigarh
 - (ii) On the acceptance of highest bid, twenty five percent of the bid accepted by the auctioning officer shall be paid within 24 hours from the time of acceptance of bid by the highest auction purchaser.

(iii) If the auction purchaser fails to pay the amount of 25% of the auction price within 24 hours from the time of acceptance of bid, the earnest money deposited under sub-rule (i) above shall be forfeited.

(iv) Thereafter, an agreement to sell shall be executed between the Chandigarh Housing Board, Chandigarh and the auction purchaser in the prescribed form as at form "B" as the case may be, with a stipulation that in case of default in making timely payment of the remaining balance of 75% within the stipulated time period, the amount of 25% paid by the auction purchaser shall be forfeited. However, in case the Chandigarh Housing Board, Chandigarh fails to fulfil its obligation to allot the property for any reason or in public interest, the Chandigarh Housing Board shall return the amount of 25% so paid by the auction purchaser and the intending purchaser shall have no claim to any damages/interest.

(v) The remaining 75% of the consideration money shall be deposited by the intending purchaser, in lump sum within 90 days of the date of auction by way of prescribed mode of payment falling which the offer of allotment shall be deemed to have been cancelled and the payment made under sub-rule (ii) shall be forfeited and the intending purchaser shall have no claim to any damages:

Provided that if last day happens to be public holiday, the next working day shall be deemed to be the last day for such payment:

Provided further in case of allotments to Government (s) or Semi Government (s) or its autonomous bodies/ organizations, the period for the above said payment may be extended by the Chandigarh Housing Board on a written request by the Organization/ Department justifying the delay to the satisfaction of Chandigarh Housing Board, subject to payment of interest @ 12% per annum for the period of delayed payment, provided that such delay shall in no case exceed 1 year or 12 months on the whole.

- 6) The sale of residential Plots shall be governed by the provisions of The Haryana Housing Board Act, 1971 (as extended to U.T. Chandigarh), The Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979, and The Capital of Punjab (Development and Regulation) Act 1952, as amended from time to time and the rules made there under from time to time.
- 7) A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Joint Family, if he satisfies the auction officer with a proper authorization for the same.
- 8) No addition in the name of purchasers shall be allowed after the acceptance of bid. The name of persons on whose behalf bid has

been accepted shall be made know to the Chairman, PAC, by the bidder at that very time and no alteration in the name shall be allowed, after the acceptance of bid and no subsequent additions or alternations shall be allowed.

- 9) The transferee shall bear and pay all expenses in respect of execution of conveyance deed including the stamp duty and registration fee payable in accordance with law from the time being in force.
- 10) (i) Notwithstanding anything mentioned above, Chandigarh Housing Board may, by notice in writing, cancel the allotment and forfeit whole or any part of money, if any, paid in respect thereof which in no case shall exceed 10% of the consideration money plus market rent fixed by the Board, interest and other dues payable in respect of the sale of the Dwelling Unit/building, on the ground of default or breach/ non-compliance of any terms and conditions of allotment.

Provided that no order regarding cancellation of allotment/forfeiture under this rule shall be made unless the transferee has been given a reasonable opportunity of hearing by the Board.

- (ii) In the event of allotment/conveyance deed of dwelling unit/building being cancelled, the transferee shall remove the fixtures/structure at his own expense within such reasonable time, not exceeding three months, as may be prescribed by the Chandigarh Housing Board, and restore possession of the plot in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the structure within the period mentioned above, the Chandigarh Housing Board shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or auction the plot along with the structure/fixtures and after deduction the value of the building, refund the balance to the transferee. The Chandigarh Housing Board shall determine the market value and decision shall be subject to a right of appeal, be final and binding.
- 11) The bidder shall be liable to pay all such fee or taxes, property tax & service tax/GST etc., as may be levied by the Chandigarh Admn and Municipal Corporation or by any Govt. in respect of Plot/Plots under any law.
- 12) All other terms and conditions, given in the Allotment letter, shall also be applicable.

- 13) Open spaces included in the residential area shall be maintained by the owner to the entire satisfaction of the Chandigarh Housing Board/Chd. Admn.
- 14) Other terms and conditions regarding the use and maintenance of the residential flats shall be governed by the Standard Design conditions.
- 15) If the Information furnished by the bidder/allottee is found to be incorrect/false, the Chandigarh Housing Board shall cancel the registration of allotment of Plot/Plots, and shall have the right to forfeit entire amount paid, in addition to the penal consequences under the law.
- 16) The allottee shall be entitled to the delivery of possession of the Plot only after he/she has completed all the formalities and paid all the dues and furnished/executed all the documents as required/prescribed under the rules and in the allotment letter.

Provided further that in case of failure of the CHB to give possession of the allotted site due to the reasons beyond its control, the CHB may offer alternative site of equivalent measurement to the allottee. However, if the allottee does not accept the same, the total amount of consideration money so deposited by the allottee shall be refunded without any interest

- 17) The Plot shall be handed over on 'as-is-where-is' basis and the Board shall not entertain any claim or any complaints, whatsoever, regarding the site conditions etc.
- 18) The Plot shall not be used for any purpose other than that of residence. The allottee/transferee shall not use the site or buildings for the purpose other than that for which it has been allotted.

Provided that the Chandigarh Housing Board/Chd. Admn may, for reasons to be recorded in writing and with the prior approval of the Administrator, Union Territory, Chandigarh, allow any building or portion thereof to be used for a purpose other than that for which the site was allotted subject to such conditions as he may by order specify in this behalf.

- 19) Allotment may be jointly taken by more than one person. The liability to pay the premium as well as the rent and any penalty imposed under these rules shall be joint and several.

- 20) No fragmentation or amalgamation of any site shall be permitted.

Provided further that fragmentation of any site shall be allowed if such fragmentation is permitted under any scheme notified by the Administration

- 21) Allottee shall sign and execute all papers agreements and document etc. relating to the Plot/Plots unit allotted which may be required to be executed and signed at any time by the Board within one month from the date of issue of notice to this effect or within the extended time hereinafter mentioned failing which the allotment shall be liable to be cancelled and the allottee shall be liable to be evicted from the dwelling unit following the procedure under Rules as framed under Chapter VI of the Haryana Housing Board Act, 17971, as extended to Union Territory of Chandigarh. However, the Chairman or any other officer authorized by the Board may extend the referred period of one month from time to time to four months in aggregate from the date of issue of notice on receipt of written request to this effect.

22. Transfer of site by the allottee:-

(i). There shall be no restriction on the transfer of site sold by way of auction on freehold basis. However, the same shall not be allowed to be transferred without the prior permission of the CHB. Such permission shall not be given until the allottee has paid full consideration of money and other dues chargeable under these Rules unless in the opinion of the CHB exceptional circumstances exists for the grant of such permissions.

Notwithstanding anything contained in the rule or in the letter of allotment or conveyance deed as the case may be, the addition/deletion/substitution of the name of mother, father, spouse, son and/or daughter after the allotment of a site, with the permission of the CHB and with the consent of the affected person, shall not be constructed as transfer within the meaning of said rules above.”

- (ii) On being delivered the possession as per the condition the transferee shall complete the building in accordance with the Punjab Capital (Development & Regulation) Building Rules, 1952 within three years from the date of delivery of the possession.

Provided that if the delay in completing the construction of the building is for the reasons which are beyond the control of the allottee such as delay in delivery of possession or the existence of any encumbrance or any dispute with regard to the status of the site with the Administration, the period of construction as mentioned above shall be computed from the date of actual delivery of physical possession or the date of removal of encumbrance or the decision of the Administration with regard to the status of the site, as the case may be.

The allottee who cannot complete the building within aforesaid time limit may be given another opportunity (beyond the said period of three years) to complete the building in the next five years on payment of penalty as under:-

- (i) First year @10% of the total consideration money of the site.
- (ii) Second year @15% of the total consideration money of the site.
- (iii) Third year @20% of the total consideration money of the site.
- (iv) Fourth year @25% of the total consideration money of the site.
- (v) Fifth year @30% of the total consideration money of the site.

No further time whatsoever shall be granted for the purpose and in case the construction of the building is not completed within the aforesaid period, the CHB may initiate proceedings under Section 8-A of the Act and the allottee shall have no claim to any damages.

- 23) All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.
- 24) The Chairperson, Property Allotment Committee of the Board reserves the right to accept or reject any or all bids without assigning any reasons.
- 25) Applicant should not be debarred by any court of law/authority from executing any contract with CHB/Govt.deptt.
- 26) The auction purchaser, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance of payment (s) and obtaining permission as prescribed by law for acquisition of the unit. The CHB will not be responsible or liable for any concealment or violation in this respect by the auction purchaser.

- 27) The auction purchaser has got his complete address to be registered with the CHB at the time of allotment and it shall be his responsibility to inform the CHB by registered post about all subsequent changes, if any, in his address failing which call notices and letter posted through registered/speed post at the last address registered with the CHB, shall be deemed to have been revived by the him at the time when those should have normally reached at such address and he shall be responsible for any default in payment and other consequence that might accrue therefrom.
- 28) Unless a Conveyance Deed is executed and registered, the CHB shall for all intents and purpose continue to be the owner or the property (the land and the construction thereon) and the Allotment shall not given any right or title or interest therein to the auction purchaser, except that all Taxes and levies shall be paid by the him as stated hereinbefore.
- 29) The auction purchaser shall undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Floors, storage spaces, car parking spaces, other common areas facilities and amenities.
- 30) The basic sale price/consideration shall not include services taxes/GST, value Added Tax or other taxes, levies and/or charges present as well as future along with any enhancement imposed or levied by the Govt. or any Competent Authority. The basic sale price/consideration shall also be excluded from any interest levied on such tax (es)/duty(ies) or all other dues amounts payable by the allottee. All such taxes, levies and/or charges shall be payable by the allottee in addition to the basic sale price.

Place: Chandigarh

Date: 01.09.2017

Authorized Officer,
Chandigarh Housing Board
Chandigarh

ANNEXURE-B-2(Revised)

DETAILED TERMS AND CONDITIONS FOR ALLOTMENT OF COMMERCIAL PROPERTIES ON LEASE HOLD BASIS THROUGH E-AUCTION BY CHANDIGARH HOUSING BOARD.

1. The interested e-auctioneer shall have to pay registration money for e-auctioning of residential plot as Rs.10,000/- plus Rs.1800/- (GST 18%) thus totaling Rs.13,570/- (Rupees Thirteen thousand five hundred and seventy only). The Earnest Money would be Rs.3.50 Crore (Rupees Three Crore Fifty Lakhs only) for Hospital plot to be paid in favour of Chandigarh Housing Board, Chandigarh. The said payments would be made through online payment gateway or RTGS/NEFT so as to become eligible for participation of e-auction. Further, following documents are to be uploaded:-

Printout of scanned image of printed RTGS/NEFT alongwith UTR number and date
PAN Card (mandatory for Indian Residents), PAN/Passport alongwith OIC/PIO Card for Non-Resident Indians on the web portal: www.tenderwizard.com/auctions

The payment schedule would be as under:-

2.
 - i) The Commercial property shall be given on Lease Hold Basis.
 - ii) This auction is open to all the citizens of India (including NRIs & PIOs), above 18 years of age. The auction is being held on "As is Where is basis & As is What is basis". Auction sale/ bidding would be only through "Online Electronic Bidding i.e. forward auction" Process through the websites www.tenderwizard.com/auctions.
 - iii) The interested bidder will have to deposit an earnest money of Rs.3.5 crore in favour of the Chandigarh Housing Board in order to become eligible for participating in the E-Auction.
 - iv) The Earnest Money Deposit (EMD) of the successful bidder shall be retained as a part of sale consideration and the EMD of the unsuccessful bidder shall be returned within 15 working days in the designated account of the bidder submitted at the time of registration after receipt of formal request to the Authorized Officer in prescribed format. The earnest money deposit shall not bear any interest.
 - v) The successful bidder shall have to deposit 25% of the sale/bid price adjusting the EMD already paid within 24 hours of the acceptance of the bid price by the authorized officer and the balance 75% of the sale/bid price within 90 days, including the day of sale. The physical possession of

property shall be handed over after making full and final payment to the Chandigarh Housing Board. "The allotment shall be made on lease hold basis as mentioned in the relevant/respective scheme. The lease period is for 99 years. The applicant shall be required to pay the ground rent @ 2.5% for first 33 years, 3.75% for the next 33 years, and 5% for the next 33 years of the price of Property." In case of default in payment of successful bidder, the amount already deposited by the bidder shall be liable to be forfeited and property shall be put for re-auction and the defaulting borrower shall have no claim in respect of property/amount and the defaulter bidder will not be allowed to participate again.

- vi) If the E-Auction purchaser fails to pay the amount of 25% of the E-Auction price within the prescribed period, the Earnest Money deposited under sub para (iii) above shall be forfeited.
- vii) Thereafter on deposit of 25% of the bid money, an Agreement to Sell shall be executed between the Chandigarh Housing Board, Chandigarh and the E-Auction purchaser in Form 'B'-I, with the stipulation that in the case of default in making timely payment of the remaining balance of 75% within the stipulated period, the amount of 25% paid by the E-Auction purchaser shall be forfeited. Similarly, in case the Chandigarh Housing Board fails to fulfill its obligation to transfer/ lease out the property for any reason other than the reasons connected with public order, security of State or change in public policy, the Chandigarh Housing Board shall return the amount of 25% paid by the E-Auction purchaser and the intending purchaser shall have no claim to any damages.
- viii) The remaining 75% of the consideration money shall be deposited by the intending Purchaser in lump sum within 90 days of the date of the E-Auction by means of Demand Draft drawn on any Scheduled Bank situated at Chandigarh in favour of Chandigarh Housing Board, Chandigarh, failing which the offer of allotment shall be deemed to have been cancelled and the payment made under sub para (ii) shall be forfeited and the intending Purchaser shall have no claim to any damages.
Provided that if the last day happens to be a public holiday, the next working day shall be deemed to be the last day for such payment.
- ix) Upon the receipt of full consideration money, the Chandigarh Housing Board shall issue Allotment Letter to the intending Purchaser giving the terms and conditions of the allotment and calling upon him to execute a Lease Deed in Form 'D'. These documents shall be issued/ executed by the Chandigarh Housing Board and the purchaser, within a period of 30 days from the date of issue of the allotment letter. The lessee shall bear and pay all the expenses for registration and stamp duty etc.

The PAC may withdraw any Property that may have been put up for E-Auction and he may accept or reject the highest bid without assigning any reason and the decision of the Chandigarh Housing Board in this regard shall be final.

A person may be competent to bid on behalf of another person/ partnership firm/ company/ Hindu Joint Family if he submit a proper authorization the same.

3. The encumbrance free possession of the Property shall be given to the lessee / transferee within 15 days of the execution of the Lease Deed. No ground rent shall be paid by the lessee till the physical possession of the site is delivered to him/ her.
4. The lessee/ bidder shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, hereinafter referred to as 'the Act of 1952', the Punjab Capital (Dev. & Reg.) Building Rules, 1952, hereinafter referred to as 'the 1952 Rules', the Chandigarh Estate Rules, 2007, hereinafter referred to as 'the 2007 Rules', the Haryana Housing Board, Act, 1971 (as extended to U.T., Chandigarh), hereinafter referred to as 'the Act of 1971', and The Chandigarh Housing Board (Allotment, Management and Sale of Tenements), Regulations 1979, hereinafter referred to as 'the Regulations' as amended from time to time.

5. **Use of Property:**

The lessee shall not be permitted to use the Property for a purpose other than for which it has been allotted, i.e. the activities of Hospital or School as permitted under the scheme or rules notified by the competent authority.

Provided that the Competent Authority may allow the conversion from one trade list to another trade list as per any Scheme notified by the Administrator, subject to conditions as imposed by the competent authority.

6. **Commencement of Lease:**

The lease period shall commence from the date on which the land under the Property was allotted to the Chandigarh Housing Board by the Estate Officer, U.T., Chandigarh, as detailed in the Schedule appended hereto and shall be for a period of 33 years, renewable for two like periods of 33 years each subject to the condition that the lessee continues to abide by all the conditions of lease at the time of such extension and during the extended period.

After the expiry of the period of 99 years, including two renewals mentioned above, the lease may, at the discretion of the Chandigarh Administration/CHB, be renewed for such further period and on such terms and conditions as the Administration/CHB may so decide.

7. Payment of Annual Ground Rent and Consequences of non-payment

In addition to the consideration money in respect of Property, the lessee(s) shall be liable to pay Annual Ground Rent as under:-

- i) Ground Rent shall be 2.5% of the premium for the first 33 years from the date of commencement of lease, 3.75% of the premium for the next 33 years and 5% of the premium for the remaining 33 years period of the lease.
- ii) Ground Rent shall be payable annually without any demand from the Chandigarh Housing Board on the 10th day of month following the month in which the rent becomes payable accordingly to the English calendar.
- iii) If the Annual Ground Rent is not paid by the due date, the lessee(s) shall be liable to pay a penalty not exceeding 100% of the amount due which may be imposed and recovered in the manner laid down in Section 8 of the Act of 1952.

8. Transfer of site by the lessee:-

There shall be no restriction on the transfer of site sold by way of auction on leasehold basis. However the same shall not be allowed to be transferred without the prior permission of the CHB . Such permission shall not be given until the lessee has paid full consideration of money and other dues chargeable under these Rules unless in the opinion of the CHB exceptional circumstances exists for the grant of such permission:

Provided that in case of transfer of any leasehold right, title or interest in the site/building by the original lessee by way of sale, gift or otherwise, the transfer charges at the rates as may be notified by CHB from time to time shall be levied and payable, before the CHB grants permission for transfer of leasehold rights.

Notwithstanding anything contained in the rule or in the letter of allotment or lease deed as the case may be, the addition/deletion/substitution of the name of mother, father, spouse, son and / or daughter after the allotment of a site, with the permission of the CHB and with the consent of the affected person, shall not be constructed as transfer within the meaning said of rules.”

1. On being delivered the possession as per the condition the lessee shall complete the building in accordance with the Punjab Capital (Development and Regulation) Building Rules, 1952, within three years from the date of delivery of the possession.

Provided that if the delay in completing the construction of the building is for the reasons which are beyond the control of the lessee such as delay in delivery of possession or the existence of any encumbrance or any dispute with regard to the status of the site with the CHB/CHD Administration, the period of construction as mentioned above shall be computed from the date of actual delivery of physical possession or the date of removal of encumbrance or the decision of the CHB/CHD Administration with regard to the status of the site, as the case may be.

The lessee who cannot complete the building within the aforesaid time limit may be given another opportunity (beyond the said period of three years) to complete the building in the next five years on payment of penalty as under:-

- i) First year @10% of the total consideration money of the site.
- ii) Second year @15% of the total consideration money of the site.
- iii) Third year @20% of the total consideration money of the site.
- iv) Fourth year @25% of the total consideration money of the site.
- v) Fifth year @30% of the total consideration money of the site.

No further time whatsoever shall be granted for the purpose and in case the construction of the building is not completed within the aforesaid period, the CHB may initiate proceedings under Section 8-A of the Act and the lessee shall have no claim to any damages.

2. The lessee shall not use the site or buildings for the purpose other than that for which it has been leased out. In case of commercial sites the lessee shall not carry out any trade other than as permitted under any schemes or rules notified by the competent authority.

9. General Conditions of Allotment:

- i. Notwithstanding anything mentioned above, Chandigarh Housing Board may, by notice in writing, cancel the allotment and forfeit whole or any part of money, if any, paid in respect thereof which in no case shall exceed 10% of the consideration money plus market rent fixed by the Board, interest and other dues payable in respect of the sale of the property, on the ground of default or breach/ non-compliance of any terms and conditions of allotment.

Provided that no order regarding cancellation of allotment/forfeiture under this rule shall be made unless the transferee has been given a reasonable opportunity of being Board.

- ii. In the event of allotment/conveyance deed of Lease being cancelled, the transferee shall remove the fixtures/structure at his own expense within such reasonable time, not exceeding three months, as may be prescribed by the Chandigarh Housing Board, and restore possession of the building in the condition in which he took the same at the commencement of the allotment. If the allottee/transferee fails to remove the structure within the period mentioned above, the Chandigarh Housing Board shall be competent to remove the same and recover the expenses incurred in doing so from the person whose allotment had been cancelled or auction the plot along with the structure/fixtures and after deduction the value of plot, refund the balance to the transferee. The Chandigarh Housing Board shall determine the market value and decision shall be subject to a right of appeal, be final and binding.
- iii. The covered passage (verandah) in front of or on the sides of the building shall not be encroached upon or used for any purpose other than as a public passage.
- iv. The right of displaying advertisement on and the use of end walls of the end sites and the benefits derived therefrom shall vest in the Administration/CHB.
- v. The lessee shall maintain the site/building in safe and hygienic condition.
- vi. The Government shall not be responsible for leveling the uneven sites or for filling in sites which are at lower level than the other sites.
- vii. The bidder shall be liable to pay all such fee or taxes, property tax & service tax etc., as may be levied by the Chandigarh Admn. and Municipal Corporation or by any Govt. in respect of dwelling units under any law.
- viii. All other terms and conditions, given in the Allotment letter, shall also be applicable.
- ix. Open spaces included in the residential area shall be maintained by the owner to the entire satisfaction of the Chandigarh Housing Board, Chd. Admn.
- x. Other terms and conditions regarding the use and maintenance of the property shall be governed by the Standard Design conditions.
- xi. If the Information furnished by the bidder/allottee is found to be incorrect/false, the Chandigarh Housing Board shall cancel the registration of allotment of plot, and shall have the right to forfeit entire amount paid, in addition to the penal consequences under the law.

- xii. The allottee shall be entitled to the delivery of possession of the plot only after he/she has completed all the formalities and paid all the dues and furnished/executed all the documents as required/prescribed under the rules and in the allotment letter.
- xiii. The flat/house shall be handed over on 'as-is-where-is' basis and the Board shall not entertain any claim for additions or alterations or any complaints, whatsoever, regarding the conditions of plot, the quality of material used, workmanship etc.
- xiv. The plot shall not be used for any purpose other than that of prescribed. The allottee shall not be entitled to divide the plot or amalgamate it with any other plot or to make any additions/alterations without the prior written permission of Chandigarh Housing Board/ Chandigarh Admn.
- xv. Allottee shall sign and execute all papers agreements and document etc. relating to the dwelling unit allotted which may be required to be executed and signed at any time by the Board within one month from the date of issue of notice to this effect or within the extended time hereinafter mentioned failing which the allotment shall be liable to be cancelled and the allottee shall be liable to be evicted from the property following the procedure under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, (as extended to Chandigarh). However, the Chairman or any other officer authorized by the Board may extend the referred period of one month from time to time to four months in aggregate from the date of issue of notice on receipt of written request to this effect.
- xvi. Allotment may be jointly taken by more than one person. The liability to pay the premium as well as the Annual Ground Rent and any penalty imposed as per the 2007 Rules, shall be joint and several.
- xvii. The lessee(s) shall be liable to pay any or all such fee(s) or tax(es) as may be levied by the Central Government, Chandigarh Administration or Municipal Corporation, Chandigarh in respect of sites or Property or both under any law.
- xviii. All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.
- xix. The Chairperson, Property Allotment Committee of the Board reserves the right to accept or reject any or all bids without assigning any reasons.
- xx. Applicant should not be debarred by any court of law/authority from executing any contract with CHB/Govt.deptt.
- xxi. The auction purchaser, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance of payment (s) and obtaining permission as prescribed by law for acquisition of the property. The CHB will not be responsible or liable for any concealment or violation in this respect by the auction purchaser.

- xxii. The auction purchaser has got his complete address to be registered with the CHB at the time of allotment and it shall be his responsibility to inform the CHB by registered post about all subsequent changes, if any, in his address failing which call notices and letter posted through registered/speed post at the last address registered with the CHB, shall be deemed to have been revived by the him at the time when those should have normally reached at such address and he shall be responsible for any default in payment and other consequence that might accrue therefrom.
- xxiii. Unless a Conveyance Deed is executed and registered, the CHB shall for all intends and purpose continue to be the owner or the property (the land and the construction thereon) and the Allotment shall not given any right or title or interest therein to the auction purchaser, except that all Taxes and levies shall be paid by the him as stated hereinbefore.
- xxiv. The auction purchaser shall undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Floors, storage spaces, car parking spaces, other common areas facilities and amenities.
- xxv. The basic sale price/consideration shall not include services taxes, value Added Tax or other taxes, levies and/or charges present as well as future along with any enhancement imposed or levied by the Govt. or any Competent Authority. The basic sale price/consideration shall also be excluded form any interest levied on such tax (es)/duty(ies) or all other dues amounts payable by the allottee. All such taxes, levies and/or charges shall be payable by the allottee in addition to the basic sale price.
- xxvi. The lessee(s) shall not be allowed to place empty packing cases, baskets, or junk or any other material on the roof of the Property or in the open site around it.
- xxvii. The covered passage (verandah) in front of or on the sides of the Property shall not to be encroached upon or used for any purpose other than as a public passage.
- xxviii. The right of displaying advertisement on and the use of end walls of the end Property and the benefits derived therefrom shall vest in the Chandigarh Housing Board.
- xxix. The lessee shall maintain the Property in safe and hygienic condition.
- xxx. The Chandigarh Housing Board shall be entitled at all convenient times to enter and inspect the Property with a view to ensuring that no provision of the Act or the rules made thereunder including the 2007 Rules, is being violated. The Chairman, Chandigarh Housing Board may authorize any person subordinate to him to carry out the aforesaid inspection.
- xxxi. The Chairman, Chandigarh Housing Board, Chandigarh may in his discretion prescribe such further conditions of allotment as may be consistent with the provisions of the Act as amended from time to time, in the letter of Allotment and lease deed/coneyance deed either generally or under any particular scheme.

- xxxii. The lessee shall bear and pay all expenses in respect of execution and registration of the Lease Deed, including the stamp duty and registration fees payable in accordance with the law in force at that time.
- xxxiii. No fragmentation or amalgamation of the Property shall be permitted.
- xxxiv. No objectionable trade shall be permitted on or in any site or Property except with the previous permission in writing of the Chandigarh Housing Board.
- xxxv. That actual dimensions and area of each site under the Property is available on the official web site of CHB
- xxxvi. The other terms and conditions shall be those as given in the Capital of Punjab (Development and Regulation) Act, 1952, The Punjab Capital (Dev. & Reg.) Building Rules, 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.
- xxxvii. The lessee/ bidder shall abide by the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Dev. & Reg.) Building Rules, 1952, the Chandigarh Estate Rules, 2007, the Haryana Housing Board, Act, 1971 (as extended to U.T., Chandigarh), and The Chandigarh Housing Board (Allotment, Management and Sale of Tenements), Regulations 1979, as amended from time to time.
- xxxviii. The bid will be accepted in the multiple of Rs. 10.00 lacs.
- xxxix. For corner plot, 10% extra will be charged from the reserve price of the plots.

Place: Chandigarh
Date: 31.1.2017

Authorized Officer,
Chandigarh Housing Board
Chandigarh