

Subject: E-auction of Residential Properties on free hold basis and Lease hold basis by Chandigarh Housing Board.

In line with ongoing process of e-auction of vacant residential properties on Free hold basis and Lease hold basis by Chandigarh Housing Board, it has, further been, decided to offer 46 Nos. Residential properties on free hold basis and Lease hold basis as per annexure D & E, for e-auction respectively.

The Detailed terms and conditions for E-auction of Residential Properties on free hold/lease hold basis by Chandigarh Housing Board, The Detailed Terms and Conditions relating to Allotment of Residential properties of Different Categories in Chandigarh on Free Hold Basis- through E-auction are given in Annexure-A and The Detailed Terms and Conditions relating to Allotment of Residential properties of Different Categories in Chandigarh on Lease Hold Basis- through E-auction are given in Annexure-B for perusal and compliance.

The auction process for these properties shall start on 8-5-2017 at 3:00 p.m. (IST) and shall close on 15.5.2017 at 3:00 p.m. (IST).

You are, therefore, requested to update this status on the official website of Chandigarh Housing Board.

8-5-2017
Chief Finance & Accounts Officer,
Chandigarh Housing Board,
Chandigarh
CHANDIGARH

U.O. No. HB/CF&AO/2017/61-64.

Dated: 8-5-17

To

- i) PA to Chairman, Chandigarh Housing Board.
- ii) The Computer Incharge, Chandigarh Housing Board.
- iii) The Accounts Officer-III, Chandigarh Housing Board.
- iv) M/s E-procurement Technology limited (Auction Tiger), A-801, Wall Street-II, Opp Orinet Club, Nr. Gujarat college, Ellis Bridge, Ahmedabad-380006, Gujarat

Subject: Detailed terms and conditions for E-auction of Residential/Commercial Properties on free hold/lease hold basis by Chandigarh Housing Board.

1. 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 <https://chbauction.auctiontiger.net>
2. The properties are free of any encumbrance.
3. In case, where more than one property, i.e. 2 or more whether Residential or Commercial is being bid for the interested bidder has to submit separate EMDs against each property.
4. The interested bidders shall submit registration fee (Rs.1500/- + Service Tax of 15% i.e. a total of Rs.1725/-) & EMD through online payment gateway or RTGS/NEFT and upload the following documents (a) printout of Scanned image of printed RTGS/NEFT along with UTR No. and date (b) PAN card (mandatory for resident Indians), PAN/Passport alongwith OIC/PIO card for non-resident Indians on the Web Portal: <https://chbauction.auctiontiger.net>.
5. The interested bidders who require assistance in creating Login ID & Password, uploading data, submitting bid, training on e-bidding process etc. may contact M/s E-procurement Technologies Ltd. A-201, Wall Street-2, Opposite Orient Club, Near Gujarat College, Ahmedabad-380007; Helpline email ID : sachin.sharma@auctiontiger.net or Punjab@auctiontiger.net, support@auctiontiger.net and for any property related query Help line no. 9988137576, 0794023833-32-31-30-817-818-819-820. Bidders may contact the Authorized Officer on contact no. 0172-4601808, Mobile No. 9316115553: during Office Hours i.e. 9:00 A.M. IST TO 5:00 P.M. IST on all working days
6. Only buyers holding valid User ID/Password and confirmed payment of Registration fee and Earnest Money Deposit EMD (5.00 Lac in case of Residential and Rs.10.00 Lac in case of Commercial property through NEFT/RTGS/PG shall be eligible for participating in the e-Auction process.
7. The registration window will remain open every week from Tuesday 3:00 A.M. IST to Monday 3:00 P.M. IST during the auction process. The e-auction process shall close on 15.5.2017 at 3.00 P.M. IST. The interested bidder has to submit their Bid documents/EMD/Registration before closure of deadline. Site will remain functional 24X7 hrs. After going through the registration process (one-time) and generating user ID & Password, bidders shall be eligible for participating in the auction process subject to due verification (of the documents) and/or approval of the service provider i.e. Auction Tiger. The e-Auction of above property/ies would be conducted strictly within the scheduled date and time mentioned against each property by way of

bidding amongst the bidders and the bidder shall improve their offer in multiples of an amount i.e. Rs.50,000/-(for residential) / Rs.1.00 Lac (for commercial) mentioned under the column "Bid-increase amount" against each property.

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 Authorised Officer.

8. In the case of a single bidder participating in the e-auction process, the first bid acceptance condition would be the Reserved price + at least a single incremental bid value of Rs.50000/- for residential properties and Rs.1.00 Lac for commercial properties.
9. 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. 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 bidder shall have no claim in respect of property/amount and the defaulter bidder will not be allowed to participate again.
10. The detailed terms and conditions of allotment are provided at ANNEXURE-A (Free hold basis) and ANNEXURE-B (Lease hold basis).
11. The lists of properties are at ANNEXURE-D (Residential Free hold) and ANNEXURE-E (Residential Lease hold).
12. The respective qualified bidder may avail online training on e-Auction from M/s E-procurement Technologies Ltd. prior to the date of e-Auction. Neither the authorized officer/Bank nor M/s E-procurement Technologies Ltd. shall be liable for any internet network problem and the interested bidders should ensure that they are technically well-equipped for participating in the e-Auction.
13. 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 receipted 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 bidder/participant.


14. 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.

15. The bidders are advised to go through the detailed terms and conditions of e-Auction on the web portal of M/s E-procurement Technologies Ltd. <https://chbauction.auctiontiger.net> before submitting their registration fee, bid amount and taking part in e-auction.

16. The intending bidders should register their name(s) at <https://chbauction.auctiontiger.net> and get user ID & Password on payment of prescribed registration fee. Bidders who are holding valid ID and Password provided by M/s E-procurement Technologies Ltd. For the auction after due verification of PAN, are allowed to participate in online e-auction on the above portal.

17. **Special instructions:** In case of Bidding at the last moment, bidders 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.

Place: Chandigarh
Date: 08.05.2017


Authorized Officer,
Chandigarh Housing Board,
CHANDIGARH.

8-5-2017

ANNEXURE-A

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

- 1) Residential flats/houses will be given on free hold basis.
- 2) 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 <https://chbauction.auctiontiger.net>.
- 3) The Chairman of the Property Allotment Committee (officer conduction the auction) reserves the right to withdraw any number of dwelling units 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.50000/- only. The applicant will intimate/submit his complete address including e-mail address, Mobile, Pan No. & Identity proof of document.
- 4)
 - (i) In case of sale by auction, the interested bidders will have to deposit an earnest money of Rupees five lakhs, 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 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.
 - (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.

- 5) The sale of residential flats 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.
- 6) 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.
- 7) 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 not alteration in the name shall be allowed, after the acceptance of bid and no subsequent additions or alternations shall be allowed.
- 8) 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 fro the time being in force.
- 9) (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 being 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 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 dwelling unit/building 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.

- 10) 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.
- 11) All other terms and conditions, given in the Allotment letter, shall also be applicable.
- 12) Open spaces included in the residential area shall be maintained by the owner to the entire satisfaction of the Chandigarh Housing Board, Chd. Admn.
- 13) Other terms and conditions regarding the use and maintenance of the residential flats shall be governed by the Standard Design conditions.
- 14) 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 flat, and shall have the right to forfeit entire amount paid, in addition to the penal consequences under the law.
- 15) The allottee shall be entitled to the delivery of possession of the flat 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.
- 16) 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 flat, its design, the quality of material used, workmanship etc.
- 17) The flat/house shall not be used for any purpose other than that of residence. The allottee shall not be entitled to divide the flat or amalgamate it with any other flat or to make any


additions/alterations without the prior written permission of Chandigarh Housing Board/ Chandigarh Admn.

- 18) 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 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.
- 19) The DWELLING UNIT / BUILDING can be further sold, alienated transferred etc. after the execution of Conveyance Deed with the CHB as per law. The CHB will charge processing fee/charge at the rate of 0.25% of the consideration amount or the collector rate whichever is higher.
- 20) Every allottee/bidder will be required to become a member of a registered agency formed for the purpose of maintenance of common portions and common services for the houses' blocks in accordance with the provisions of the Chandigarh Housing Board (Allotment, Management & Sale of Tenements) Regulations 1979, before the possession of the flat is handed over to him/her, or later on, whenever required by the Board, and shall be further required to abide by the provisions of the said Regulations, as amended, available from the office of the Chandigarh Housing Board on payment of prescribed price.
- 21) All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.
- 22) The Chairperson, Property Allotment Committee of the Board reserves the right to accept or reject any or all bids without assigning any reasons.
- 23) Applicant should not be debarred by any court of law/authority from executing any contract with CHB/Govt.deptt.
- 24) 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.

- 25) 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.
- 26) 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.
- 27) The auction purchaser shall undertakes to abide by al the laws, rules and regulations or nay law as may be made applicable to the Floors, storage spaces, car paring spaces, other common areas facilities and amenities.
- 28) 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.
- 29) All the successful applicants of the U.T., Employees Scheme 2008 are eligible to participate in the e-auction and are eligible for allotment, and further more shall continue to be eligible under the aforesaid U.T., Employees Scheme, 2008, provided they sell/transfer/alienate the dwelling unit allotted through the said e-auction, before taking possession of the flat/apartment under the U.T. Employees Scheme, 2008, as and when they are built and are available for possession.

Place: Chandigarh
Date: 8.5.2017


Authorized Officer,
Chandigarh Housing Board
CHANDIGARH

8-5-2017

ANNEXURE-B

Subject:- Detailed Terms and Condition for Allotment of Residential Flats/Houses of Different Categories in Chandigarh on Lease Hold Basis- through E-auction.

- 1) Residential flats/houses/dwelling units will be given on lease hold basis.
- 2) 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 <https://chbauction.auctiontiger.net>. The bidder should be a citizen of India and not less than 18 years of age on the date of E-auction. An overseas citizen of India can also apply.
- 3) The Chairman of the Property Allotment Committee/Authorized Officer reserves the right to withdraw any number of dwelling units that may have been announced for other through E-auction and to reject the highest bid without assigning any reasons. The bid will be accepted in the multiples of Rs.50000/- only. The applicant will intimate/submit his complete address including e-mail address, Mobile, Pan No. & Identity proof of document.
- 4) (i) Only buyers holding valid User ID/Password and confirmed payment of Registration fee and Earnest Money Deposit EMD (5.00 Lac in case of Residential) through NEFT/RTGS/PG shall be eligible for participating in the e-Auction process.
(ii) On the acceptance of highest bid, twenty five percent of the bid amount accepted by the Authorized Officer shall be paid within 24 hours from the time of acceptance of bid by the highest E-auction purchaser.
(iii) If the E-auction purchaser fails to pay the amount of 25% of the E-auction within 24 hours from the time of acceptance of bid, the earnest money deposited under sub-rule (i) above shall be forfeited.
(iv) The remaining 75% of the consideration money shall be deposited by the intending purchaser, in lump sum within 90 days from the date of E-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.
(v) The allotment shall be made on lease hold basis. 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 the Property.
(vi) Thereafter, an agreement to sell shall be executed between the Chandigarh Housing Board, Chandigarh and the E-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 E-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 E-auction purchaser and the intending purchaser shall have no claim to any damages.

(vii) 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 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 decision of the Chandigarh Housing Board in this regard shall be final.

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.

- 5) The sale of residential flats 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.
- 6) 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.
- 7) A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Joint Family, if he possesses participation authorization before the start of E-auction process.

- 8) The transferee shall bear and pay all expenses in respect of execution of Lease deed including the stamp duty and registration fee payable in accordance with law for the time being in force.
- 9) As per provision contained Section 194-1A 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 lakh. In case the total consideration for transfer of immovable property is more than Rs.50.00 lakh 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 receipted online challan in respect of TDS so deposited and the balance amount payable to Chandigarh Housing Board would be total consideration minus/less 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 bidder/participant.
- 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 being heard.
- (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 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 E-auction the dwelling unit/building 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.

Commencement of Lease:

The lease period shall commence from the date on which the land under 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, be renewed for such further period and on such terms and conditions as the Administration may so decide.

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 premium for the remaining 33 year 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.
- 11) 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.
 - 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/allotee is found to be incorrect/false, the Chandigarh Housing Board shall cancel the registration of allotment of flat, and shall have the right to forfeit entire amount paid, in addition to the penal consequences under the law.

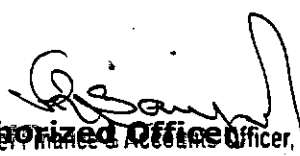
- 16) The allottee shall be entitled to the delivery of possession of the flat only after he/she has completed all the formalities and paid all the dues and furnished/executed all the documents as required/prescribed under the rules and in the allotment letter.
- 17) The flat/house/dwelling unit shall 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 flat, its design, the quality of material used, workmanship etc.
- 18) The flat/house/dwelling unit shall not be used for any purpose other than that of residence. The allottee shall not be entitled to divide the flat or amalgamate it with any other flat or to make any additions/alterations without the prior written permission of Chandigarh Housing Board/ Chandigarh Admn.
- 19) The 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 dwelling unit following the procedure under Rules as framed under Chapter VI of the Haryana Housing Board Act, 1971, 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.
- 20) The DWELLING UNIT / BUILDING can be further sold, alienated transferred etc. after the execution of Lease Deed with the CHB as per law the transfer policies of CHB applicable to leasehold properties
- 21) Every allottee/bidder will be required to become a member of a registered agency formed for the purpose of maintenance of common portions and common services for the houses' blocks in accordance with the provisions of the Chandigarh Housing Board (Allotment, Management & Sale of Tenements) Regulations 1979, before the possession of the flat is handed over to him/her, or later on, whenever required by the Board, and shall be further required to abide by the provisions of the said Regulations, as amended, available from the office of the Chandigarh Housing Board on payment of prescribed price.
- 22) All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.
- 23) The Chairperson, Property Allotment Committee of the Board reserves the right to accept or reject any or all bids without assigning any reasons.

- 24) The applicant/successful bidder should not be debarred by any court of law/authority from executing any contract with CHB/Govt. department.
- 25) The E-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 E-auction purchaser.
- 26) The E-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 received 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 therefore.
- 27) Unless a Lease 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 E-auction purchaser, except that all Taxes and levies shall be paid by the him as stated hereinbefore.
- 28) The E-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.

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 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: 8.5.2017


Authorized Office Officer, 8.5.2017
Chandigarh Housing Board
CHANDIGARH

(Annexure-D)

LIST OF VACANT PROPERTIES (FREE HOLD)

Sr. No.	No. of Vacant Dwelling Units	Sector	Plot Area (in Sq. Yd.)	Covered Area (In Sq. ft)	Reserve Price
1.	2776	49 (2 BR)	99.79	1148.438	75,45,238/-
2.	2774-A	49 (2 BR)	43.20	1171.311	76,95,513/-
3.	2852-B	49 (2 BR)	42.54	1148.438	75,45,238/-
4.	2856	49 (2 BR)	99.79	1148.438	75,45,238/-
5.	2856-B	49 (2 BR)	42.54	1148.438	75,45,238/-
6.	2843-C	49 (1 BR)	24.09	647.319	42,52,886/-
7.	2803-C	49 (1 BR)	24.09	647.319	42,52,886/-
8.	4808-A (C)	38 (W) EWS	13.21	400.338	26,30,221/-
9.	4815-A	38 (W) EWS	13.21	400.338	26,30,221/-
10.	4834-A	38 (W) EWS	13.21	400.338	26,30,221/-
11.	4788-A	38 (W) EWS	13.21	400.338	26,30,221/-
12.	4818-B	38 (W) EWS	13.21	400.338	26,30,221/-
13.	4835-B (C)	38 (W) EWS	13.21	400.338	26,30,221/-
14.	4847-B (C)	38 (W) EWS	13.21	400.338	26,30,221/-
15.	2922-C (C)	49 EWS	13.21	400.338	26,30,221/-
16.	2925-C	49 EWS	12.83	425.67	27,96,652/-
17.	50	51 (2 BR)	74.76	1027.42	67,50,149/-
18.	18-A (C)	51 (2 BR)	52.14	1055.70	69,35,949/-
19.	49-A (C)	51 (2 BR)	52.14	1055.70	69,35,949/-
20.	64-A	51 (2 BR)	51.14	1027.42	67,50,149/-
21.	66-A	51 (2 BR)	51.14	1027.42	67,50,149/-
22.	72-B	51 (2 BR)	52.53	1055.70	69,35,949/-
23.	69-C	51 (2 BR)	52.53	1055.70	69,35,949/-

* (C)-Corner

(Annexure-E)

LIST OF VACANT PROPERTIES (LEASE HOLD)

Sr. No.	No. of Vacant Dwelling Units	Sector	Plot Area (in Sq. Yd.)	Covered Area (In Sq. ft)	Reserve Price
1.	1041-2	39	75.11	1732.57	1,13,82,984/-
2.	1668	40	81.01	601.90	39,54,483/-
3.	311-2 (C)	41	20.65	425.62	27,96,323/-
4.	2229-3 (C)	45	26.30	767.21	50,40,570/-
5.	5529	38 (W)	215.16	2037	2,00,00,000/-
6.	5501	Manimajra	57.69	1591	1,04,52,870/-
7.	2090-C	63 (1 BR)	23.7	724.159	47,57,725/-
8.	2337-B (C)	63 (1 BR)	23.7	724.159	47,57,725/-
9.	2096-D	63 (1 BR)	23.7	724.159	47,57,725/-
10.	2065-E	63 (1 BR)	23.7	724.159	47,57,725/-
11.	2334-B	63 (1 BR)	23.7	724.159	47,57,725/-
12.	2373-A (C)	63 (EWS)	14.36	385.30	25,31,421/-
13.	2391-B	63 (EWS)	14.36	385.30	25,31,421/-
14.	2193-A (C)	63 (2 BR)	42.86	1106.32	72,68,522/-
15.	2212-B	63 (2 BR)	42.86	1106.32	72,68,522/-
16.	2113-E (C)	63 (2 BR)	42.86	1106.32	72,68,522/-
17.	2178-E	63 (2 BR)	42.86	1106.32	72,68,522/-
18.	2276-E (C)	63 (2 BR)	42.86	1106.32	72,68,522/-
19.	2131-B (C)	63 (2 BR)	42.86	1106.32	72,68,522/-
20.	2130-A (C)	63 (2 BR)	42.86	1106.32	72,68,522/-
21.	2048-B	63 (3 BR)	54.33	1417.27	93,11,464/-
22.	2076-C (C)	63 (3 BR)	54.33	1417.27	93,11,464/-
23.	2017-D	63 (3 BR)	54.33	1417.27	93,11,464/-

* (C)-Corner