

## **Procedure for e-Tendering for Allotment of Built-up Commercial Properties on Lease Hold Basis**

The process of allotment of Built-up Commercial Properties has been commenced by inviting e-tenders. The e-tenders shall be invited separately for each Built-up Commercial Property. In order to participate in the process of allotment, the applicant shall have to sign up and get himself/herself registered through the Chandigarh Administration's e-tender portal

i.e. <https://etenders.chd.nic.in> by following the steps listed here under:

### **1. Sign up Process:**

- First, the prospective bidder will have to visit the CHB website [www.chbonline.in](http://www.chbonline.in) and click on the [e-tender Website](#) link to initiate the process of e-tendering Registration sign-up. **A valid e-mail id and mobile number are the basic requirements for signing up.**
- The applicant will go through the process of registration by using the unique user id (email id of the user) provided during the e-tendering Registration sign up process and by using his/her own password. For more information/details please visit "[Bidder Registration Process](#)".
- Now the applicant can visit the Chandigarh Administration's website at <https://etenders.chd.nic.in> to proceed with the e-tender for allotment of Built-up Commercial Property. The applicant has to login by using the registered user ID and password along with Digital Signature (DSC).
- After successfully login at <https://etenders.chd.nic.in>, the applicant has to click on "Search Active Tenders". Thereafter the applicant shall have to **select the tender for allotment of Built-up Commercial Property, Chandigarh Housing Board**. It can be any Built-up Commercial Property.

### **2. Submission of EMD:**

EMD to be submitted online through e-tendering portal i.e. <https://etenders.chd.nic.in>. <https://etenders.chd.nic.in> **Bidders can submit their bid only after depositing online EMD.** The payments may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through <https://etenders.chd.nic.in> portal. The amount of EMD shall be adjusted towards the 25% cost of the unit, in case of e-bid being successful upon evaluation. The EMD shall be refunded online to the bidders' account in case of all unsuccessful e-bids, provided it is not forfeited. The EMD required for placing the e-bids shall be as under: -

I.	Units with Reserve Price up to Rs. 1 Crore	EMD Rs.2 Lakh each
II.	Units with Reserve Price more than Rs.1 Crore to Rs.2.5 Crore	EMD Rs.5 Lakh each

III.	Units with Reserve Price more than Rs.2.5 Crore	EMD Rs.10 Lakh each
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### **3. Process for Submission of Bids:**

For the purpose of placing the bid, the registered bidder shall visit the Chandigarh Administration e-Tender website <https://entenders.chd.nic.in>. The bidder shall log in using his/her user id and password. The bidder shall first select the Built-up Commercial Property which he/she intends to bid for and can add it his/her favourite(s). Thereafter, the list of Built-up Commercial Properties shall be displayed by the system from which he/she can select the Built-up Commercial Properties for which the bid is to be placed. The details of the Built-up Commercial Property etc shall also be automatically displayed by the system to the applicant/bidder in Bill Of Quantity (BOQ). The bidder shall submit his/her bid, in figures, in the specified column and the system shall display the same amount in words for his/her convenience and confirmation. Only that bid amount shall be accepted by the system which is above the reserve price. The bid quoted by the bidder shall be completely safe and secure, as it will be encrypted and hashed, and will not be visible to any other person. The bidder shall be issued an acknowledgment receipt on successful submission of his/ her e-bid, containing the acknowledgment number and date and time of submission of bid.

The bids can be placed only as per the schedule, i.e. after the commencement of the time for placing the bids and up to the last date and time as given in the schedule. No bid shall be accepted, either before the opening time or after the closing time that is specified in the schedule for accepting the bids. The bid will be accepted after evaluation of its reasonableness and the requisite EMD paid by the bidder.

### **4. BID EVALUATION:**

The highest bidder quoting above the reserve price shall be declared the successful bidder. In case there is more than one bid of the same highest amount, the successful bidder shall be determined by a draw of lots, to be conducted by the allotment committee. A transparent jar shall be kept ready for the draw of lots, wherein slips of paper of equal size and colour shall be used. The paper slip shall be drawn by any person from the public present and the result shall be announced on the spot. The successful bids shall be evaluated based on its reasonableness and its acceptance would be subject to approval of the Competent Authority.

### **5. Assistance:**

The interested bidders who require assistance on e-bidding process etc. may contact the Help Desk at Reception Counter, CHB and for any property related query may contact on phone number: 0172-4601805 & 813, during Office Hours i.e. 10.00 A.M. IST to 5.00 P.M. IST on all working days.

General Assistance: -

i) 7889162585 (Sh. Mukesh Rawat, Sr. Asstt., CHB)

ii) 9463020829 (Sh. Kamal Garg, Sr. Asstt., CHB)

Technical Assistance: -

iii) 7986444535 (Sh. Harpreet, Programmer, CHB)

**DETAILED TERMS & CONDITIONS OF SALE OF COMMERCIAL PROPERTIES OF DIFFERENT CATEGORIES ON LEASEHOLD BASIS THROUGH E-TENDER BY CHANDIGARH HOUSING BOARD.**

**1. MODE OF TENDER & PAYMENT: -**

- (a) The Sale of Commercial property shall be held on Lease Hold Basis by way of E-Tender. The E-Tender process is open for all the citizens of India as well as NRIs/PIOs above 18 years of age. The persons already having any Commercial property can also participate in the e-Tender. A person may be competent to bid on behalf of another person/partnership firm/company/Hindu Undivided Family (HUF) subject to the condition that in case of e-bid is declared successful, an authorisation will be submitted to CHB prior to issuance of allotment letter, failing which the EMD will be forfeited. The allotment will be made in the name of person mentioned on the financial bid (BOQ) for E-Tendering. However inclusion of family member may be allowed prior to issuance of Allotment letter. Here, it may be noted that deletion or replacement of any name is not permitted.
- (b) The E-Tender is being held on "As is where is basis". E-Tender process would be through the website <https://etenders.chd.nic.in>
- (c) The Authorized officer has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel/extend the E-Tender without assigning any reason thereof. The bidders are advised to go through the detailed Terms & Conditions of E-Tender on the web portal of <https://etenders.chd.nic.in> before participating in the e-Tender. Participation in the e-Tender process would be treated as acceptance of the Terms & Conditions. The detailed procedure for e-Tenders and submission of participation fee and EMD, is available on the official website of CHB i.e. [www.chbonline.in](http://www.chbonline.in).
- (d) The E-Tender would be conducted strictly as per the scheduled date and time mentioned against each property and the bidder may improve their bid till closure of the process. The highest bidder at the time of closure of e-Tender 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 Competent Authority.
- (e) The respective qualified bidders may avail online training on e-Tender from <https://etenders.chd.nic.in> any time, at his/her convenience. Neither the authorized officer/Bank nor NIC shall be liable for any network or connectivity issues and the interested bidders should ensure that they are technically well-equipped for participating in the E-Tender.
- (f) In case of Bidding at the last moment, bidders are requested to make all the necessary arrangements/alternatives such as power supply backup etc. so that they are able to participate in the E-Tender.
- (g) The Bidder, if residing 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 requisite permissions 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 Bidder.

- (h) The Bidder has to get his/her complete address registered with the CHB at the time of allotment and it shall be his/her responsibility to inform the CHB by registered post about all subsequent changes, if any, in his/her address failing which calls/ notices and letters 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.
- (i) The Bidder shall undertake to abide by all the laws, rules and regulations or any instructions of Chandigarh Housing Board/Chandigarh Administration as may be made applicable to the Floors, storage spaces, car parking spaces, other common areas, facilities and amenities.
- (j) The applicant/successful bidder should not have been debarred by any Court of law/authority from executing any contract with CHB/Govt. department.
- (k) The Chandigarh Housing Board has absolute right to change any or all terms and conditions at any point of time.

**2. EARNEST MONEY DEPOSIT (EMD) as per the chart given in clause 2 of the Procedure for each Commercial Property:**

The EMD is to be submitted online through e-tendering portal i.e. <https://etenders.chd.nic.in>. The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.

**NOTE:** In case, where bidding for more than one property, the interested bidder has to submit separate EMDs against each property that he/she wants to bid for.

**3. DEPOSIT AT CLOSE OF THE BID AMOUNT (25%)**

The highest bidder will have to deposit 25% (twenty-five percent) of the bid amount (after adjusting EMD) within 05 working days of close of the financial bid. In case, the bidder does not deposit the required amount within the stipulated period then the EMD shall be forfeited and the bidder shall not have any claim to it whatsoever. Further, the bidder will be blacklisted from bidding any property of CHB in future. The payment would be made through RTGS/NEFT to the following Account of the Chandigarh Housing Board.

Name of Bank – HDFC Bank Ltd., SCO 46-47, Sector-9 D, Chandigarh.

Bank Account No. 50100159943414

IFSC Code- HDFC0001306.

- 4. Thereafter, an agreement to sell shall be executed between the Chandigarh Housing Board, Chandigarh and the Bidder in the prescribed form as at form 'B-1' of Chandigarh Estate Rules 2007, 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 Bidder shall be forfeited and the intending purchaser shall have no claim to any damages. 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 Bidder and the intending purchaser shall have no claim to any damages.
- 5. The remaining 75% of the consideration money shall be deposited by the intending purchaser within 90 days from the date of issuance of letter of acceptance by way of prescribed mode of

payment failing which the offer of allotment shall be deemed to have been cancelled and the payment made shall be forfeited and the intending purchaser shall have no claim to any damages.

Provided that the period of 90 days prescribed above may be further extended by another 90 days subject to payment of interest @ 12% per annum for the extended period in case of satisfaction of the Chairman Chandigarh Housing Board about the genuine reasons for the extension.

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. Upon the receipt of full consideration money, the Chandigarh Housing Board shall issue Allotment letter to the intending Purchaser giving the Terms & Conditions of allotment. Thereafter, the encumbrance free possession of the Property shall be given to the bidder. The successful bidder shall execute a Lease Deed in the prescribed performa as per the directions of the Chandigarh Housing Board.
7. 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 above Rs.50.00 Lac. In case the total consideration for transfer of immovable property is more than Rs.50.00 Lac, 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 PAN/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. TDS @ 1% will be deposited as per detail given below: -

**Name of the Seller: - Chandigarh Housing Board**

**Address of the seller: - 8 Jan Marg, Sector 9-D, Chandigarh.**

**PAN No. Of the Seller: - AAALC0132H**

**Mobile No. : - 9780485512**

8. The sale of Commercial Properties 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/Regulations made there under from time to time.

9. The Chairperson, Property Allotment Committee (PAC) may withdraw any Property that may have been put up for E-Tender and he/she may accept or reject the highest bid without assigning any reason and decision of the Chandigarh Housing Board in this regard shall be final.
10. The allottee shall sign and execute all papers, agreements and documents etc. relating to the Commercial Properties 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 Commercial Properties 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.
11. The Commercial Properties shall be handed over on 'as-is-where-is basis' and the Board shall not entertain any claim for additions/ alterations, repair or any other complaints, whatsoever, regarding the conditions of Commercial Property, its design, the quality of material used, workmanship etc.
12. The Commercial Properties shall not be used for any purpose other than that of New General Trade. The allottee shall not be entitled to divide the Commercial Property or amalgamate it with any other Commercial Property or to make any additions/alterations without the prior written permission of Chandigarh Housing Board/ Chandigarh Administration.
13. In the event of Allotment/Lease deed of Commercial Properties being cancelled, the allottee/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-Tender/E-auction the Commercial Property/building along with the structure/fixtures and after deducting the value of the building, refund the balance to the transferee. The Chandigarh Housing Board shall determine the market value and its decision shall, subject to a right of appeal, be final and binding.

Provided further that in case of failure of the CHB to give possession of the allotted Commercial Property for reasons beyond its control, the CHB may offer alternative site of equivalent measurement to the allottee/lessee. However, if the allottee/lessee does not accept the same, the total amount of consideration amount so deposited by the allottee/lessee shall be refunded without any interest.
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 Commercial Property, and shall have the right to forfeit entire amount paid, in addition to the other penal consequences under the law.

15. No order regarding cancellation of allotment/forfeiture under this rule shall be made unless the bidder/transferee has been given a reasonable opportunity of being heard.
16. The bidder shall be liable to pay all such fee or taxes, property tax & Goods & Services tax etc., as may be levied by the Chandigarh Admn. and Municipal Corporation or by any Govt. in respect of Commercial Properties under any law. Since the construction of the units were completed 15-20 years ago i.e. prior to GST regime, the GST will not be applicable on the consideration/premium of the unit allotted on leasehold basis. However, GST will be applicable on Lease Money/Ground Rent payable annually.
17. The basic sale price/consideration price shall not include 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 price shall also exclude 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.
18. 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 Commercial Property' blocks in accordance with the provisions of the Chandigarh Housing Board (Allotment, Management & Sale of Tenements) Regulations 1979, before the possession of the Commercial Property 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 fee.
19. The right of displaying advertisement on and the use of end walls of the end sites and the benefits derived therefrom shall vest with the Chandigarh Housing Board, Chandigarh/Chandigarh Administration.
20. Open spaces included in the Commercial area shall be maintained by the owner to the entire satisfaction of the Chandigarh Housing Board/ Chd. Admn.
21. Unless a Conveyance Deed is executed and registered, the CHB shall for all intents and purposes continue to be the owner of the property (the land and the construction thereon) and the Allotment shall not give any right or title or interest therein to the Bidder, except that all Taxes and levies shall be paid by him as stated hereinbefore.

**22. Transfer of site by the lessee:**

There shall be no restriction on the transfer of site/building sold by way of E-auction/E-tender subject to following conditions: -

- (a) The Commercial Unit shall not be allowed to be transferred without the prior permission of the Chandigarh Housing Board. 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 Chandigarh Housing Board exceptional circumstances exist for the grant of such permission.
- (b) 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 Chief Administrator/Chandigarh Housing Board from time to time shall be levied and payable before the Chandigarh Housing Board 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 the site, with the permission of the Chandigarh Housing Board and with the consent of the affected person, shall not be construed as transfer within the meaning as mentioned above.

23. 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.

The lessee shall not carry on any trade or industry other than General trade or Special Trade, as the case may be.

The expression General Trade and Special Trade, shall mean one or more of the trades respectively mentioned in Parts A and B of the Schedule appended to Chandigarh Estate Rules, 2007 as amended from the time to time.

The competent authority may allow the conversion from one trade list to another trade list as per any Scheme notified by the Administration, subject to conditions as imposed by the competent authority.

24. 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.

**25. 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 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.

**However, the lease money/Ground rent shall be payable from the date of offer of physical possession to the successful bidder.**

**26. 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 bid amount for the first 33 years from the date of commencement of lease, 3.75% of the bid amount for the next 33 years and 5% of the bid amount for the remaining 33 years period of the lease.
- ii) Ground Rent shall be payable annually in advance without any demand from the Chandigarh Housing Board on the 10<sup>th</sup> day of month following the month in which the rent becomes payable accordingly to the English Calendar.



iii) If the Ground Rent is not paid as per sub rule (ii) the lessee/allottee shall be liable to pay the penalty at the rate of 25% for each year of default but not exceeding 100% as given below, which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development and Regulation) Act , 1952.

(i) First Year, @ 25% of the Ground rent due;

(ii) Second Year,@50% of the Ground rent due, inclusive of (i);

(iii) Third Year,@75% of the Ground rent due, inclusive of (ii);

(iv) Fourth Year,@100% of the Ground rent due, inclusive of (iii); and onwards:

Provided the interest shall not charged in addition to the penalty.

27. Other terms and conditions regarding the use and maintenance of the Commercial Property shall be governed by the Standard Design conditions etc.

28. All other terms and conditions, given in the Allotment letter, shall also be applicable

29. All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.

Chief Accounts Officer  
Chandigarh Housing Board  
Chandigarh