

GENERAL TERMS AND CONDITIONS OF SALE OF SITE NO. 33-34 (STRUCTURALLY CONSTRUCTED), MEASURING AREA 10694.44 SQ YDS. INDUSTRIAL AREA, PHASE-II, CHANDIGARH (CONVERTED FROM INDUSTRIAL USE TO COMMERCIAL ACTIVITY) ON LEASE HOLD BASIS FOR 99 YEARS "AS IS WHERE BASIS".

Condition regarding payment of Earnest Money & Premium

- (i) The interested bidder will have to deposit an earnest money of Rs.2,00,000/- in cash or by means of demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of the Estate officer, U.T., Chandigarh with the Estate officer, U.T., Chandigarh in order to become eligible for participating in the auction.
- (ii) On the acceptance of highest bid, 25% of the bid accepted by the auctioning officer shall be paid at the fall on the hammer by the highest auction purchaser by means of demand draft drawn in favour of Estate officer, U.T., Chandigarh.
- (iii) If the auction purchaser fails to pay the amount of 25% of the auction price at the fall of hammer the earnest money deposited under sub rule (1) above shall be forfeited.
- (iv) After depositing 25% of the bid money by the Auction purchaser, an agreement to sell shall be executed between the Estate officer, U.T., Chandigarh and the auction purchaser in the prescribed form as at Form 'B-1' with the stipulation that in case of default in making timely payment on the remaining balance of 75% within the stipulated period, the amount of 25% paid by the auction purchaser shall be forfeited. However in case the Chandigarh Administration fails to fulfill its obligation to allot the property for any reason or in public interest, the Administration shall return the amount of 25% 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 the auction by way of the 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 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.

- (vi) Upon the receipt of full consideration money, the Estate Officer 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 Estate office and the purchaser, within

a period for 30 days from the date of issue of the allotment letter. The transferee shall bear and pay all the expenses for registration and stamp duty.

The Presiding Officer/Estate office may withdraw any site or Building that may have been put up for auction and he may accept or reject highest bid without assigning any reason and the decision of the Estate officer 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 satisfies the auction officer with a proper authorization to do so before the start of the auction.

(Please refer Rule 5 of Chandigarh Estate Rules, 2007)

2. The encumbrance free possession of the site/building shall be given to the allottee within 7 working days of the execution of the lease deed and it shall be incumbent upon the allottee to take the physical possession of the site/building of the offer of possession and it shall be incumbent upon the allottee to take the physical posses of the site/building within 7 days of the offer of possession.

Provided further that in case of failure of the Estate Officer to give possession of the allotted site due to the reasons beyond his control, the Chief Administrator 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.

(Please refer Rule 6 of Chandigarh Estate Rules, 2007).

3. That the bidder shall abide by the provisions of the Punjab Capital (Development and Regulation) Act, 1952, the Chandigarh Estate Rules, 2007, as amended from time to time and any subsequently framed rules, guidelines etc. applicable upon the allotted site/building.

4. **Transfer of site by the allottee:-**

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 Estate Officer. 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 Estate Officer exceptional circumstances exists for grant of such permission.

Provided that in case of transfer of any lease hold right, title or interest in the site/building by the original lessee by way of sale, fit or otherwise, the transfer charges at the rates as may be notified by the Chief Administrator

from time to time shall be levied and payable before the Estate officer grants permissions for transfer of lease hold rights.

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 Estate officer and with the consent of the affected person, shall not be construed as transfer within the meaning of sue rules (i) and (ii) above.”

5. On being delivered the possession as per the condition no. 2, 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 under clause (2).

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 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 total consideration money of the site.

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

6. The allottee/transferee shall not use the site or buildings for the purpose other than that for which it has been allotted. In the case of commercial /industrial sites or buildings the transferee shall not carry on any trade or industry other than as permitted under any scheme for rules notified by the competent authority and in case of any default example misuse of the building or building violations etc. the provisions as envisaged under the Chandigarh Estate Rules, 2007, shall be applicable accordingly.

7. Notwithstanding anything contained in these rules, the Estate Officer may, by notice in writing cancel the allotment/lease and forfeit whole or part of

the money, if any, paid in respect thereof which in no case shall exceed 10% of the consideration money, ground rent, interest and other dues payable in respect of the sale of the site or building or both, on the ground of default breach or non compliance of any terms and conditions of allotment or for furnishing in writing incorrect information under explanation ii of rule 5.

Note:- Intending purchaser may refer carefully to Rule 14 of the Estate Rules.

8. General Conditions of Allotment:

(i) 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.

Provided that nothing contained in this sub rule and Clause II of the lease deed as appended as Form 'D' of these rules, shall apply to the allotment of any site or building to the Chandigarh Housing Board.

(ii) The allottee shall be liable to pay any or all such fee(s) or taxes as may be levied by the Central Government, Chandigarh Administration or Municipal Corporation Chandigarh in respect of sites or building or both under any law.

(iii) The allotment shall be governed by the provisions of 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.

(iv) The Allottee / lessee shall not be allowed to place empty packing cases baskets or junk or any other material on the roof of the building or in the open site around it.

(v) The covered passage (verandah) in front of or on the sides of the building shall not to be encroached upon or used for any purpose other than as a public passage.

(vi) The right of displaying advertisement on and the use of end walls of the end sites and the benefits derived there from shall vest in the Administration .

(vii) The lessee shall maintain the site/building in safe and hygienic condition.

(viii) The Government shall not be responsible for leveling the uneven sites for filling in sites which are at lower level than the other sites.

(ix) The Estate Officer shall be entitled at all convenient times to enter and inspect the site or building with a view to ensuring that no provision of 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 is being violated. The Estate Officer may authorize any person subordinate to him to carry out the aforesaid inspection.

- (x) The Administrator, Union Territory, Chandigarh may in his discretion prescribe such further conditions of allotment as may be consistent with the provision of the Capital of Punjab (Development and Regulation) Act, 1952. The Punjab Capital (Dev.&Reg.) building Rules, 1952 as amended from time to time, in the letter of allotment and lease deed either generally or under any particular scheme.
- (xi) The lessee shall bear and pay all expenses in respect of execution and registration for the deed of lease including the stamp duty and registration fees payable in accordance with the law in force at that time .(Refer Rule 15 of Estate Rules).
- (xii) No fragmentation or amalgamation of any site or building shall be permitted.

Provided further that fragmentation of any site shall be allotted if such fragmentation is permitted under any scheme notified by the Administration.
- (xiii) That actual dimensions and area of each site will be announced before the start of its bid.
- (xiv) The auction of the site will be on "as is where is basis".
- (xv) The other terms and conditions of sale shall be those as given in the Capital of Punjab Dev.& Reg.) Act, 1952, the Punjab (Dev.&Reg.) building rules 1952 and the Chandigarh Estate Rules, 2007 as amended from time to time.
- (xvi) That the purchaser/bidder shall abide by the provisions of 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.

Accepted

Announced

Lessee

**Estate Officer,
U.T., Chandigarh**

IN COMPLIANCE TO THE ORDERS OF THE CHIEF ADMINISTRATOR, U.T., CHANDIGARH DATED 06.04.2015.

AUCTION OF

SITE NO. 33-34, (STRUCTURALLY CONSTRUCTED), MEASURING AREA 10,694.44 SQ. YDS. INDUSTRIAL AREA, PHASE-II, CHANDIGARH (CONVERTED FROM INDUSTRIAL USE TO COMMERCIAL ACTIVITY) ON LEASE HOLD BASIS FOR 99 YEARS, ON "AS IS WHERE BASIS". RESERVE PRICE Rs. 2,00,98,95,938/- PLUS TAXES, AS APPLICABLE (Rs. TWO HUNDRED CRORES NINETY EIGHT LACS NINETY FIVE THOUSAND NINE HUNDRED THIRTY EIGHT ONLY).

DATE & TIME OF AUCTION
21th DECEMBER 2016 at 10.00.A.M.

VENUE OF AUCTION
HOTEL SHIVALIK VIEW, SECTOR 17, CHANDIGARH

MAIN TERMS AND CONDITIONS

- (i) The interested bidder will have to deposit an earnest money of Rs.2,00,000/- in cash or by means of demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of the Estate Officer, U.T., Chandigarh.
- (ii) 25% of the premium shall be paid at the fall on the hammer by the highest auction purchaser.
- (iii) If the auction purchaser fails to pay the amount of 25% of the auction price at the fall of hammer 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 the auction by way of the prescribed mode of payment failing 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 general terms and conditions will be announced before the start of auction and can also be seen on the official website of Chandigarh Administration i.e. www.chandigarh.gov.in.
- (vi) That the site in question is being auctioned in pursuance of the orders dated 06.04.2015 passed by the Chief Administrator, UT, Chandigarh.
- (vii) Auction Officer will have the right to withdraw the said auction of site/building without assigning any reason.

Estate Officer
U.T., Chandigarh.