

MUNICIPAL CORPORATION CHANDIGARH

AUCTION NOTICE

The auction of following booths/shops on lease hold basis for 99 years will be held on **15.02.2018 at 11.00 a.m.** in Conference Room (6th floor) of Municipal Corporation, New Deluxe Building, Sector-17, Chandigarh on as is where is basis.

Block Number of Booths	Booth Number	Dimension	Area of booths/shops in			Minimum reserve price per booth
			(Sft)	Sq.Yd	Sqm.	
A	01 to 5, 7 to 23= 22	7 ½ 'x16 ½	123.75	13.75	11.49	Rs.18.42 lacs
B	26 to 54= 29	7 ½ 'x16 ½	123.75	13.75	11.49	Rs.18.42 lacs
C	57 to 80= 24	7 ½ 'x16 ½	123.75	13.75	11.49	Rs.15.75 lacs
D	81 to 112= 32	7 ½ 'x16 ½	123.75	13.75	11.49	Rs.15.75 lacs

The interested participants shall have to deposit EMD (Earnest Money Deposit) of Rs.2,00,000/-(Rupees two lacs only) against each booth separately in the shape of Demand Draft in favour of Commissioner, Municipal Corporation, Chandigarh duly supported with valid identity proof and residence proof before start of auction at site. The Municipal Corporation, Chandigarh reserves the right to withdraw the auction of any booth without assigning any reason.

The terms & conditions of auction can be downloaded from Municipal Corporation, Chandigarh website www.mccchandigarh.gov.in and placed on Notice Board of Municipal Corporation, Chandigarh. Further amendment of condition if any with regard to auction may be seen from time to time at above site and no separate publication shall be made.


Additional Commissioner-II,
Municipal Corporation,
Chandigarh

GENERAL TERMS AND CONDITIONS FOR AUCTION OF BUILT UP BOOTHS IN VIKAS NAGAR, MAULI JAGRAN, CHANDIGARH ON LEASE HOLD BASIS FOR 99 YEARS.

COMMERCIAL BUILDINGS :-

1. i) The interested bidder will have to deposit an earnest money of Rs.2,00,000/- by means of demand draft drawn on any Scheduled Bank situated at Chandigarh in favour of the Commissioner, Municipal Corporation, Chandigarh with the Municipal Corporation, Chandigarh alongwith valid residence proof 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 of the hammer by the highest auction purchaser by means of demand draft drawn in favour of Commissioner, Municipal Corporation, Chandigarh immediately.
- 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 rule 1(i) above shall be forfeited.
- iv) An agreement to sell shall be executed between the Estate Officer, Municipal Corporation, Chandigarh and the auction purchaser in the prescribed form as at Form B-I, 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. Similarly, in case the Municipal Corporation, Chandigarh fails to fulfill its obligation to lease out the property for any reason other than the reasons connected with public order, security of State or change in public policy, the Municipal Corporation, Chandigarh shall return the amount of 25% paid by the auction purchaser.
- 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 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.
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 Municipal Corporation, Chandigarh 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 Officer, Municipal Corporation, Chandigarh and the purchaser, within a period of 30 days from the date of issue of the allotment letter. The lessee shall bear all the expenses occurring for the registration and stamp duty etc.

The Presiding Officer/Municipal Corporation, Chandigarh may withdraw any building that may have been put up for auction and he may accept or reject the highest bid without assigning any reason and the decision of the Municipal Corporation, Chandigarh in this regard shall be final.

A person may be competent to bid on behalf of another person/partnership firm/company/Hindi Joint Family if he satisfies the auction officer with a proper authorization to do so before the start of the auction.

2 The encumbrance free possession of the site/building shall be given to the lessee 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.

3 That the Lessee 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.

4 The lessee shall not be permitted to use the buildings for a purpose other than that of which it has been allotted. The lessee shall not carry on any trade or industry other than as permitted under any scheme or rules notified by the competent authority.

In case of building violations and/or misuse of building under rule 9 of the Chandigarh Estate Rules 2007, is reported or come to the notice of the Estate Officer, Municipal Corporation, Chandigarh then, without prejudice to any action taken under Section 8-A of the Capital of Punjab (Development and Regulation) Act, 1952 a notice of period not less than 15 days shall be served on the allottee(s) and the occupier(s) requiring that the allottee(s) and the occupier(s) shall within a period of two months, remove the said building violations and/or misuse of building and pay penal charges as per Notification No. 50/10/71-(P-III)-UTFI(5)-2016/2928 dated 28.03.2016 issued from the Finance Department, Chandigarh Administration i.e. in non permitted trade rate of penalty @ of Rs.8/- per sq. ft. per day to be calculated on area under misuse /violation and in case of coverage beyond permitted the rate of penalty @Rs.6/- per sq. ft. per day to be calculated on area under misuse /violation or revised from time to time of area under building violations and/or misuse of building which shall be paid jointly and severally by the allottee and the occupier of the site or building for every month or part thereof the building violation or misuse occurs.

Instead of specifying any particular trade or industry, the Estate Officer, Municipal Corporation, Chandigarh may specify that 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 these terms and conditions.

Provided that 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.

5 The lease period shall commence from the date of the execution of the Lease Deed 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/Municipal Corporation, Chandigarh be renewed for such further period and on such terms and conditions as the Chandigarh Administration/ Municipal Corporation, Chandigarh may so decide.

In addition to the consideration money, whether in respect of site or building, the lessee shall be liable to pay Annual Ground Rent as under: -

(i) Annual Ground Rent shall be 2.5% of the premium for the first 33 years, 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) Annual Ground Rent shall be payable annually without any demand from the Estate Officer, Municipal Corporation, Chandigarh by the 10th of the month following the month in which the Ground rent becomes due according to the English calendar failing which the lessee shall be liable to pay the same within a period of six months alongwith the interest calculated @ 10% per annum from the date the Ground Rent became due till the date it is actually paid.

(iii) If the annual 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%, which may be imposed and recovered in the manner laid down in Section 8 of the Capital of Punjab (Development & Regulation) Act, 1952, as given below:

(a) First Year @ 25% of the Ground rent due.

(b) Second Year @ 50% of the Ground rent due, inclusive of (a)

(c) Third Year @ 75% of the Ground rent due, inclusive of (b)

(d) Fourth Year @ 100% of the Ground rent due, inclusive of (c) and onwards

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

7 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.
- (ii) Notwithstanding anything stated above, the provisions of sub-rule (i) and clause II in Form 'D' of the said rules shall apply mutates mutandis to the sub lessees.
- (iii) The lessee 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 buildings or both under any law.
- (iv) 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.
- (v) 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.
- (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 Municipal Corporation, Chandigarh.
- (vii) The lessee shall maintain the building in safe and hygienic condition.
- (viii) The Estate Officer, Municipal Corporation, Chandigarh or its representative shall be empowered 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 of the rules made there under including these rules, is being violated. The Municipal Corporation, Chandigarh may authorize any person subordinate to him to carry out the aforesaid inspection.

- (ix) The Administrator, Union Territory, Chandigarh may in his discretion prescribe such further conditions of allotment as may be consistent with the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, as amended from time to time, in the letter of allotment and lease deed either generally or under any particular scheme.
- (x) 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.
- (xi) No fragmentation or amalgamation of any site or building shall be permitted.
Provided that amalgamation of two or more adjoining sites shall be permissible only in the case of commercial or industrial sites subject to the condition that the revised plans are approved by the competent authority, prior thereto.
Provided further that fragmentation of any site shall be allowed if such fragmentation is permitted under any scheme notified by the Administration.
- (xii) No objectionable trade shall be permitted on or in any site or building except with the previous permission in writing of the Chief Administrator.
- (xiii) That actual dimensions and area of each building will be announced before the start of its bid.
- (xiv) The other terms and conditions shall be those as given in the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Development & Regulation) Building Rules 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.
- (xv) That the purchaser/bidder shall abide by the Capital of Punjab (Development and Regulation) Act, 1952, the Punjab Capital (Development & Regulation) Building Rules 1952 and the Chandigarh Estate Rules, 2007, as amended from time to time.

Accepted

Announced

Lessee/Transferee

**Additional Commissioner,
M.C. Chandigarh.**