E-AUCTION NOTICE

MUNICIPAL CORPORATION, CHANDIGARH IS GOING TO HOLD E-AUCTION IN RESPECT OF 39 BUILT UP BOOTHs UNDER NEWLY CONSTRUCTED OVER BRIDGE, SECTOR 17, CHANDIGARH BY E-AUCTION ON MONTHLY RENT BASIS.

<table>
<thead>
<tr>
<th>Auction publish date</th>
<th>Document submission/payment date</th>
<th>Document/Payment approval date</th>
<th>Bid start date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>Start</td>
<td>End</td>
<td>Start</td>
</tr>
<tr>
<td>14-08-2020</td>
<td>14-08-2020</td>
<td>07-09-2020</td>
<td>08-09-2020</td>
</tr>
<tr>
<td>09.00 AM</td>
<td>5.00 PM</td>
<td>14-09-2020</td>
<td>16-09-2020</td>
</tr>
<tr>
<td>9.00 AM</td>
<td>5.00 PM</td>
<td>16-09-2020</td>
<td>03.00 P.M</td>
</tr>
</tbody>
</table>

**Detail of booths:-**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Size of Booths</th>
<th>Booth No.</th>
<th>No. of Booths</th>
<th>Area of Individual Booths</th>
<th>Rate per month per Sq. ft. in Rs.</th>
<th>Rate calculated of single booth per month</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12'-9.5&quot; x 12'-4&quot;</td>
<td>1,8,9,16,21,28,29 &amp;36</td>
<td>8</td>
<td>157.75 Sft.</td>
<td>364.50</td>
<td>57.500/-</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>7'-10.5&quot; x 12'-4&quot;</td>
<td>2 to 7, 10 to 15, 22 to 27 and 30 to 35</td>
<td>24</td>
<td>97.12 Sft.</td>
<td>364.50</td>
<td>35.400/-</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>12'-9.5&quot; x 14'-8&quot;</td>
<td>37</td>
<td>1</td>
<td>175.59 Sft.</td>
<td>364.50</td>
<td>64.000/-</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>7'-10.5&quot; x 14'-8&quot;</td>
<td>18 to 20 and 38 to 40</td>
<td>6</td>
<td>115.49 Sft.</td>
<td>364.50</td>
<td>42.096/-</td>
<td></td>
</tr>
</tbody>
</table>

The detailed terms & conditions of e-auction including eligibility and earnest money deposit (EMD) can be downloaded from the website [http://eauction.gov.in/2020_CH_70](http://eauction.gov.in/2020_CH_70).

Helpline: 01725021521, 01725021823

Additional Commissioner-II,
Municipal Corporation,
Chandigarh
GENERAL TERMS AND CONDITIONS FOR LEASE OF 39 BUILT UP BOOTHs UNDER NEWLY CONSTRUCTED OVER BRIDGE SECTOR 17, CHANDIGARH BY E- AUCTION ON MONTHLY RENT BASIS.

COMMERCIAL BUILT BOOTHs:-

1. MODE OF AUCTION & PAYMENT :-
   (a) All auctions in Municipal Corporation, Chandigarh shall be by way of e-auction.

   (b) Bidders may avail help from the Help Desk No. 0172-5021530 and 0172-5021823 set up at Municipal Corporation, UT, Chandigarh. Bidders may also get help in getting digital signatures from the Help Desk set up at the IT Cell, Municipal Corporation, Chandigarh or through help Desk No. 0172-5021530, 01725021625 and 0172-5021823.

   (c) For technical assistance, bidders may contact System Manager, IT Cell, MCC or his Mobile No. 9218147582 and 9876257954.

   (d) The bid will be accepted in multiples of Rupees 5000/-. 

   (e) In no case bid less than the reserve price shall be accepted.

   (f) 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 05 minutes (subject to unlimited number of extensions of 05 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.

   (g) Once the bid is placed, the highest bidder shall not be permitted to withdraw or surrender his bid on any ground, and in case he does so the EMD deposited by him/her shall stand forfeited in full.

   (h) The Additional Commissioner-cum-Estate officer, Municipal Corporation, Chandigarh has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel the e-auction without assigning any reason thereof. The e-bidder is advised to go through the detailed terms and conditions of e-auction on the web portal eauction.gov.in before submitting their registration fee, bid amount and taking part in e-auction. The intending e-bidder should register their name(s) at eauction.gov.in. E-auction without digital signatures will not be accepted by the e-auction portal. After due verification of PAN etc., signed copies of terms and conditions and scanned image of RTGS/NEFT so uploaded, bidders are allowed to participate in online e-auction on the above portal.

   (i) The payments would be made through DD in favour of Commissioner, Municipal Corporation, Chandigarh OR RTGS/NEFT to the following Account of Estate Officer

   Name of Bank - ORIENTAL BANK OF COMMERCE (Now PNB)

   Bank Account No. - 00382010033490

   IFSC code - ORBC0102252

   NOTE:-

   Printout of scanned image of printed DD/RTGS/NEFT alongwith UTR Number and date be uploaded. PAN Card (mandatory for Indian Residents.), PAN/Passport alongwith OIC/PIO Card for Non Resident Indians as per RBI guidelines be uploaded. Signed copy of terms and conditions be uploaded. Authorization letter (if required) also be uploaded.

   Application without complete documents will be straightway rejected.

   (j) Bidders are also required to sign each and every page of the terms and conditions and upload the same on the e-auction portal eauction.gov.in.

   (k) As per provisions contained under Section 194 of Income Tax Act, 1961, TDS as Income Tax will be applicable as the case may be, on the total consideration money for transfer of immovable property mentioning his/her TAN and PAN concerned authority. The purchaser shall bear the applicable stamp duty/additional stamp duty/transportation charges/fees etc. and also all the statutory and non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. Any Govt. tax/Levy present as well as future shall be borne by the e-bidder/participant.

   (l) For any query bidders can contact at the help desk on any working day between 10.00 A.M. to 4.00 P.M. except Saturday, Sunday and other gazetted holidays.

2. CLASSIFICATIONS OF PROPERTIES:-
The properties to be put to auction have been classified into following types of for the purpose of this auction:
- BUILT UP BOOTHs 39 NOS.

3. EARNEST MONEY DEPOSIT (EMD)
The interested bidder will have to deposit refundable/adjustable EMD which shall be paid in advance through RTGS/NEFT. The EMD shall be as follows:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type of property</th>
<th>EMD(Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BUILT UP BOOTHs</td>
<td>2%(two percent) of the monthly rent x 60 each booth</td>
</tr>
</tbody>
</table>

NOTE:
In case, where more than one property is being bid for, the interest bidder has to submit separate EMDS against each property.
EMD of the unsuccessful bidders shall be refunded without any interest within one month after the award to the highest bidder.

OTHER TERMS AND CONDITIONS:

The lease shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and the rules made there under from time to time.

2. The lease shall be for a period of 5 years from the date of allotment and it can be renewed for a further period of five years every time on such terms and conditions, of fixation of rent and enhancement of rent from time to time, as may be decided by the Municipal Corporation, Chandigarh/Chandigarh Administration keeping in view the prevailing market rent for similarly situated properties.

3. The lessee shall have to deposit 2%(two percent) of the monthly rent x 60 as earnest money deposit (EMD) by way of demand draft in favour of the Commissioner, Municipal Corporation, Chandigarh. The amount of EMD will be refunded to the unsuccessful bidder.

4. The lessee shall execute a lease deed with the Estate Officer, MCC in the prescribed format within a period of one month from the date of issue of the allotment letter and get the same registered with the office of the Sub-Registrar, Chandigarh with its own expenses. A certified copy of the lease deed shall be submitted to the lessor within 15 days from the date of its registration.

5. The annual increase in respect of shops/booths categorized as ‘B’ will be as under:-

   CATEGORY B

6. The lease deed will be valid for five years at the initial stage then it shall be considered for renewal for a further period of five years increasing the rent @ 50% over the base rate. The lease deed will be considered for renewal after fixing the rent after putting the increase @ 25% after subsequent five years. The lease shall be terminable at any time by the lessor by giving one month’s advance notice in writing to the lessee and it shall be terminable immediately without notice by lessee under clause __ of hereof.

7. The lease/rent deed would be similarly renewed after every 5 years as above.

8. The lessee shall deposit the monthly rent and GST etc. every month for which it falls due, falling which lessee shall have to pay 10% of the rent as penalty of the rent due.

9. (A) The lessee shall pay a monthly rent + GST(if required) or any other tax on rent in advance by the 10th day of the month for which it falls due.
(B) If the rent is not paid in full on due date the lessee shall without prejudice to the other rights and remedies of the lessor under this deed, pay liquidated damages at the rate of 10 percent of the amount in arrears.

10. The lessee shall deposit six months determined rent/license fee plus GST or any other tax as security less the amount of EMD deposited within 15 days from the date of issue of allotment letter. In case of failure to deposit the security within 15 days from the date of issue of allotment letter, the amount of earnest money deposited by license shall stand forfeited. The security amount which shall be refunded on expiry of the lease or adjusted against arrears of rent or damages, if any, unless it is forfeited to the lessor in accordance with the terms of this lease. If and when the amount of security falls below six months rent on account of adjustment of any amount due from the lessee during the currency of the lease, the lessee shall replenish the said security.

11. The lessee shall pay all general/local taxes etc. that may be imposed/levied on the said building by the competent authority from time to time.

12. The Estate Officer, Municipal Corporation, Chandigarh can further impose and recover 100% recovery of the amount due, in the manner laid down in the section B of the Capital of Punjab (Development and Regulation) Act, 1952 as amended from time to time.

13. The lessee shall not transfer the shop/booth by way of sale, gift, mortgage, or by way of SPA/GPA or otherwise his interest in the lease.

14. The lessee shall personally carry business in the shop/booth failing which the lease shall be terminated.

15. The lessee/s shall not store empty packing case of baskets or any goods or any other such material in any roof or any projection of the said building or on the open space around the same or any other place from where the goods or material may be visible from outside.

16. The lessee/s shall at all times keep and maintain the said building in a proper state of repair and cleanliness to the satisfaction of the lessor or his officers and servants duly authorized by him in this behalf.

17. No obnoxious trade shall be carried on the said building.

18. The lessee/s shall not sub-let the said building or any part thereof or transfer his rights under the lease in any manner i.e. by executing GPA/SPA or any other such documents or by induction of partners in the firm or parting with the possession.

19. In the event of non-payment of monthly rent by the due date or breach or non-observance by the lessee of any of the conditions of this lease, it shall be lawful for the lessor, notwithstanding the waiver of any previous cause or right for re-entry to terminate the lease and to enter into and upon the said building or any part thereof and to repossess, retain and enjoy the same as of his former Estate and the lessee shall not be entitled to any compensation whatsoever on account of such resumption. Provided that upon sufficient cause being shown, the Estate Officer, Municipal Corporation, Chandigarh may, for reasons to be recorded in writing, instead of terminating the lease on the ground of default in the payment of rent, allow the payment to be made with penalty, not exceeding such amount, within such further period, not exceeding such amount, within such further period, not exceeding 3 month in the whole, as he may deem reasonable.

20. On termination of the lease in accordance with clause 19 above, the lessor may in addition to resumption of the said building forfeit to whole or part of the security deposited by the lessee/s.

21. On termination of the lease, the lessee/s shall remove the temporary structure and fixture etc. if any, fixed by him and deliver the vacant possession of the said building to the lessor. In the event of default by the lessee/s in removing the temporary structure and fixtures etc. within one month of the termination of the lease, the Lessor shall, at his option, either remove the same and recover the cost of removal from the lessor or to grant a fresh lease of the booth along with the temporary structure and fixtures etc. to any person without any liability to compensate the previous lessee/s in respect of the structures and fixtures etc.

22. In case the lessee desires to terminate the lease he shall give one month's notice of his intention to do so to the Estate Officer, Municipal Corporation Chandigarh, by a registered post.

23. The area in front the said building shall not be encroached upon or used for any purpose other than a public road/passage.
The lessee/s shall make prompt payment of water and electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the premises on the termination of the lease or resumption of the said building. It shall be lawful for the lessor to order adjustment of arrears on account of water, electricity charges and property tax due against the tenant from out of security deposited by the lessee.

The lessor may by his officers and servant at all reasonable time and in a reasonable manner after 24 hours notice in writing enter in upon any part of the said building for the purpose of ascertaining that the lessee/s has duly observed the conditions of the lease.

On termination of the lease, the lessee/s shall deliver vacant possession of the building in its original state i.e. without any damage or the building or fixtures and the cost of the damages if any shall be recoverable from the lessee/s.

The lessor shall have full right, power and authority all times to do through his officers or servants all facts and which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservation herein contained and to recover from the lessee/s the cost of doing any such act or thing.

All disputes and differences arising out in any way touching or concerning this lease whatsoever shall be referred to the sole arbitration of the chief administrator, capital project, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed i.e. government servant that he had to deal with the matters to which the deed relates and that in the course of his duties as such government servants he has expressed view on all or any of the matters in disputes or difference. The award of such arbitrator shall be final and binding on the parties to this lease.

In the event of death of original lessee, the lease shall be transferred in the name of legal heirs of the remaining terms of lease, provided they are not Government/Semi Government/Bank Employee etc. and are doing the business after the death of the original lessee and make an application to this effect to the Estate Officer, Union Territory, Chandigarh.

The shop/booth shall be used exclusively for commercial purpose and the trade for which it is leased out.

The lessee shall not make any addition or alteration in the shop/booth except with the prior permission of the competent authority.

The lessee shall conform to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed thereunder, as amended from time to time.

Without prejudice to the generality of the foregoing conditions, the Estate Officer, MCC or any officer authorized in writing by him in this behalf, shall have free access to the premises for undertaking the repairs of the building or the over-bridge thereon.

The lessee(s) shall not entitled to any compensation on account of the closure of the shop for any period if the same becomes necessary on account of repairs of the over-bridge on account of the demolition of the whole or part of the demised premises in connection with the maintenance and repair of over-bridge. The lessee shall not, however, be liable to pay any rent for the period for which his shop is closed on account of the aforesaid maintenance or repairs of the over-bridge. The lessee shall be entitled to restoration of the premises as soon as necessary repairs etc. have been completed.

In the event of any dispute or difference at any time arising between the lessor and the lessee as to the interpretation or to giving effect to the provision of the Scheme, the said dispute or difference shall be referred to the Chief Administrator, Chandigarh, who decision shall thereon be final and binding on the parties thereto.