

DETAILED TERMS & CONDITIONS OF SALE OF RESIDENTIAL PROPERTIES OF DIFFERENT CATEGORIES ON FREEHOLD BASIS THROUGH E-BID BY CHANDIGARH HOUSING BOARD.

1. MODE OF BID & PAYMENT: -

- (a) The Sale of Residential property shall be held on Free Hold Basis by way of E-Bid on GeM Portal. The E-Bid process is open for all the citizens of India as well as NRIs/PIOs above 18 years of age. The persons already having any Residential property can also participate in the E-Bid. 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 the issuance of Allotment Letter, failing which the EMD will be forfeited. The allotment will be made in the name of person (highest bidder) for E-bidding. 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- Bid is being held on "As is where is basis". E- Bid process would be through the website <https://gem.gov.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-Bid without assigning any reason thereof. The bidders are advised to go through the detailed Terms & Conditions of E- Bid on the web portal of <https://gem.gov.in> and www.Chblonline.in before participating in the e- Bid. **Participation in the e- Bid process would be treated as acceptance of the Terms & Conditions.** Further, steps to participate in the E-Bid on GeM Portal kindly visit the website i.e. https://gem.gov.in/training/training_module (Click on Forward Auction and select Buyer/Bidder in the middle of the web page).
- (d) The E-Bid would be conducted strictly as per the scheduled date and time mentioned against each property till closure (with unlimited extensions with an increase of at least Rs. 50,000/- every time). The highest bidder at the time of closure of e-Bid 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 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 **Sh. Bharat Pal, Senior Assistant** on phone number: **0172-2511135**, during Office Hours i.e. 10.00 A.M. IST to 5.00 P.M. IST on all working days.

For assistance, bidders may contact at Mobile No's: -

For general assistance:-

- i) 9041247147 Sh. Vishal Goyal (Clerk), CHB

For technical assistance:-

- ii) 7986444535 Sh. Harpreet, (Programmer), CHB.

- (f) The respective qualified bidders may avail online training on e-Tender from <https://gem.gov.in> any time, at his/her convenience. Neither the authorized officer/Bank nor GeM authority 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-Bid.
- (g) 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-BID.
- (h) 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.
- (I) 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.
- (j) 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.
- (k) The applicant/successful bidder should not have been debarred by any Court of law/authority from executing any contract with CHB/Govt. department.
- (I) 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)

It is the responsibility of the bidder to pay the EMD online through GeM Portal only. GeM Portal will allow bidders to participate in the auction only when EMD has been paid through GeM Portal successfully. EMD should not be paid to Chandigarh Housing Board directly otherwise it will not be refunded. The GeM Portal that has kept the EMD in escrow account on behalf of CHB will transfer the EMD of Successful bidder to CHB on acceptance of highest bid. The GeM Portal will refund the EMD to unsuccessful bidder directly from the escrow account.

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. INSPECTION (Residential Properties on freehold basis)

Sr. No.	Units	No. of Units	Days for inspections (10.00 AM to 05.00 PM)
1.	Residential Properties on freehold basis (Annexure 'A')	14	Please check website chbonline.in

4. 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 & Address of Bank – HDFC Bank Ltd., SCO 46-47, Sector-9 D, Chandigarh.

Bank Account No. 50100159943414

IFSC Code- HDFC0001306.

5. Thereafter, an agreement to sell shall be executed between the CHB, 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.

6. 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.

7. 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.
8. As per provisions contained under Section 194-1 A of Income Tax Act, 1961 (as amended from time to time), 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. TA @ 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. : - 9888553436

9. 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.
10. The Chairperson, Property Allotment Committee (PAC) may withdraw any Property that may have been put up for E-BID 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.
11. The allottee shall sign and execute all papers, agreements and documents 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.
12. The dwelling unit 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 flat, its design, the quality of material used, workmanship etc.
13. The 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 Administration.
14. In the event of allotment/conveyance deed of dwelling unit 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-BID 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, 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 house 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.

15. 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.
16. 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.
17. 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 dwelling units under any law. However, at present, GST on bid price on these dwelling units is not applicable.
18. The basic sale price/consideration price shall not include Goods & Services taxes, 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 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.
19. 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 fee.

20. Open spaces included in the residential 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. The dwelling unit can be further sold, alienated, transferred etc. after the execution of Conveyance Deed with the CHB, as per law and as per the transfer policies of CHB applicable to Freehold properties. There shall be no restriction on the transfer of the dwelling unit purchased by way of BID on Freehold basis.

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 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 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 for the time being in force.
24. Other terms and conditions regarding the use and maintenance of the residential flats shall be governed by the Standard Design conditions.
25. All other terms and conditions, given in the Allotment letter, shall also be applicable
26. All disputes concerning in any way with the bid will be subject to the Jurisdiction of Chandigarh.

Chief Accounts Officer
Chandigarh Housing Board
Chandigarh