



Jalandhar Development Authority

SCO No.41, PUDA Complex, Ladowali Road, Jalandhar

DETAILED TERMS AND CONDITIONS FOR AUCTION OF PRIMARY SCHOOL SITE IN URBAN ESTATE, PHAGWARA (AREA 1.69 ACRES APPROX.)

1. The school building will be auctioned on freehold basis through auction.
2. Sale of building by auction is subject to the provisions of The Punjab Regional and Town Planning and Development Act, 1995 and rules/regulations framed thereunder from time to time.
3. Only Trusts and Societies registered under the Societies Registration Act, 1860 and The Trust's Act, 1882, respectively shall be permitted to participate in the auction, through their duly authorized representatives. These entities shall have "education" as one of the primary objectives as per the Trust Deed or Memorandum of the Association or the Rules and Regulations, as the case may be.
4. Individual, Hindu Undivided Families (HUFs), Association of persons and companies, whether public limited, or private limited, shall not be eligible. However, statutory bodies and other entities promoted by the Central Government or State Governments shall be welcomed to participate in the auction.
5. The intending bidders are required to deposit refundable/adjustable participation fee in the auction equal to 5% (Five percent) of the total reserve price of the site. The amount of participation fee shall be paid by an account payees demand draft drawn in favour of Jalandhar Development Authority payable at Jalandhar before the commencement of the auction.
6. No Trust/Society is eligible for participation in the auction unless the prescribed participation fee and attested copy of the registration certificate, Trust Deed or Memorandum of Association or the Rules and Regulations, as the case may be, are deposited with the Estate Officer, JDA, Jalandhar before the commencement of the auction.
7. Successful bidders shall have to complete 15% (fifteen percent) of the highest bid amount (after adjusting the participation fee) in cash or by an account payee demand draft drawn in favour of Jalandhar Development Authority payable at Jalandhar at the fall of hammer or within one additional calendar day as the Presiding Office may permit.
8. In the event of failure to deposit the balance of 15% amount within the stipulated period, the participation fee shall be forfeited without any notice and property in question shall be offered again through re-auction, after issuing a fresh advertisement.
9. 10% of the highest bid amount shall be deposited within 30 days from the date of auction. The period shall be extendable up to 3 (three) months (only in hardship cases) on the written request of the allottee subject to payment of 1.5% surcharge on the amount due and interest @ 18% per annum for the delayed period. The grant of extension shall not be the right of the bidder.
10. Another 75% (Seventeen five percent) of the bid amount shall be payable in 4 yearly equal installments with interest @ 12% per annum. First installment shall fall due after one year from the date of auction. Rebate @ 5% on the balance amount i.e. 75% of the bid price shall be allowed in case the same is deposited in lumpsum by the allottee within 60 days from the date of issue of formal allotment letter.
11. In no case a bid less than the reserve price shall be accepted.

12. The Presiding Officer reserves the right to accept or reject the highest bid or withdraw the building from auction without assigning any reason, even if the bid is higher than the reserve price. The acceptance of the final bid by the Presiding Officer shall be subject to the confirmation by the Competent Authority, who shall consider the auction record in its entirety, including the objections, if any, received alongwith comments of Presiding Officer and Chief Administrator, JDA thereon before confirming or rejecting bid.
13. In case the highest bid is not accepted, the amount deposited shall be refunded in full without any interest.
14. JDA will issue the detailed allotment letter to the successful bidder after the confirmation of auction proceedings by the Competent Authority of JDA and execution of necessary agreement by the successful bidders.
15. No separate notice will be sent for the payment of yearly installments. Payment shall be made in accordance with the schedule to be mentioned in the allotment letter.
16. In case the installment is not paid by the due date, then without prejudice to any action under section 45 of the Punjab Regional and Town Planning and Development Act, 1995, allottee shall be liable to pay penalty on the amount due, at the following rates for the delayed period:-

Sr. No.	Delayed Period	Rate of Penalty
1.	If the delay is upto one year	Normal applicable rate of interest i.e. 12%+3% p.a. for the delayed period.
2.	If the delay is upto 2 years	Normal applicable rate of interest i.e. 12%+4% p.a. for the delayed period.
3.	It the delay is upto 3 years	Normal applicable rate of interest i.e. 12%+5% p.a. for the delayed period.

17. The possession of the site will be given within 90 (ninety) days from the date of issue of allotment letter. In case the allottee fails to take possession of the site within the stipulated period, it shall be deemed to have been handed over on the due date. The allottee shall be allowed to undertake construction after the possession of site is given subject to the sanction of the building plans.
18. The allottee shall have to complete the building within 3 (three) years from the date of issue of allotment letter, after getting the plans of the proposed building approved from the Estate Officer. In case of non-construction, the allottee may be allowed extension in time on his own request for construction of the building on the payment of extension fee as determined by JDA from time to time. In case no request is received within 30 (thirty) days of the expiry of prescribed period, the Estate Officer, shall initiate the proceedings for the resumption of the site as per the provisions of The Punjab Regional and Town Planning and Development Act, 1995 and rules/ regulations made there- under and as amended from time to time.
19. The building shall continue to vest in the Jalandhar Development Authority until the entire consideration money together with interest or any other amount due, if any, to the Authority on account of sale of such site, is paid in full to the Jalandhar Development Authority.
20. The building shall be made freely transferable to similar Trusts and Societies registered under the relevant Act subject to the payment of a transfer fee equivalent to 9% (nine) of the total value of the auctioned gross amount to JDA.
21. Full-prescribed transfer fee shall be charged, if the majority of Trustees/ Directors/ Board members are being changed.

22. The building shall be used only for the purpose for which the site is allotted and shall be strictly in accordance with the plans approved by JDA. No obnoxious trade shall be carried out on the site.
23. The allottee shall have no right to transfer by way of sale, gift, mortgage or otherwise, site or any of its rights, title or interest therein the said plot except with the prior permission of the Chief Administrator which may be granted subject to payment of such fee/charges, as may be determined from time to time.
24. No fragmentation/sub-division of the building and change of land use shall be permitted.
25. On payment of the entire consideration money together with interest due to the Jalandhar Development Authority on account of sale of the site, the allottee shall have to execute a Deed of Conveyance in the prescribed form and in such manner as may be directed by the Estate Officer, JDA, within three months of the payment of entire consideration money together with interest or any other amount due to JDA on account of transfer of the land/building.
26. The allottee shall have to pay all general and local taxes, rates, fees and cesses imposed or assessed on the said plots/buildings by the competent authority. This shall include maintenance charges in respect of infrastructure facilities and other facilities as determined by the Jalandhar Development Authority or by the Municipal Corporation or Municipal Committee or any other statutory authority, as the case may.
27. The site is offered on "as is where is".
28. The Competent Authority may, by its officers and representative at all reasonable time in reasonable manner after 24 (twenty four) hours notice in writing, enter in and upon any part of the plot/building erected thereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under prevalent rules, Acts and regulations as amended from time to time.
29. The Competent Authority shall have the full rights, powers and authority at all times to do through its officers and representatives all acts and things which may be necessary and expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations imposed and to recover from the allottee as first charge upon the said site, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating therewith.
30. The display of advertisement on the walls of the site or at site or on the structures erected thereon in whatsoever manner shall be subject to the orders and other instructions as may be issued by the Competent Authority from time to time.
31. No interest will be paid for any amount whatsoever deposited with JDA.
32. Subject to the provisions of the Act, all the disputes and / or differences, which may arise in any manner touching or concerning this allotment, shall be referred to the Sole Arbitrator, Chief Administrator, Jalandhar Development Authority or any person appointed/nominated by him in this behalf. The award of such Arbitrator shall be final and binding on the parties. Arbitration shall be governed by the Arbitration & Conciliation Act, 1996, as amended from time to time.

**ADDL. CHIEF ADMINISTRATOR
JDA, JALANDHAR**

**ESTATE OFFICER
JDA, JALANDHAR**