



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

**TERMS AND CONDITIONS TO BE ANNOUNCED AT THE TIME OF AUCTION  
OF RESIDENTIAL & COMMERCIAL SITES**

Auction of Residential & Commercial sites will be subject to the following terms and conditions:-

- 1) Sale of sites by auction is subject to the provisions of Punjab Regional and Town Planning and Development Act 1995 and rules/regulations framed thereunder and as amended from time to time.
- 2) The intending bidders are required to deposit refundable/ adjustable eligibility fee 2% of the reserve price. The amount of eligibility fee shall be paid in cash or by an account payee demand draft in favour of Estate Office, JDA, Jalandhar payable at Jalandhar, against proper receipt issued by the office of Estate Officer, JDA, Jalandhar, before the commencement of the auction. Any person interested to bid for more than one plot will be required to deposit the eligibility fee separately for each plot. No person/company(s) or association(s) are eligible for participation in the auction if the eligibility fee is not deposited before the commencement of the auction.
- 3) The reserve price of corner and facing park plots shall be 10% & 5% extra respectively
- 4) Successful bidders shall have to pay 10% (Ten Percent) of the highest bid amount in cash or by an account payee demand draft drawn in favour of Estate Officer, JDA, Jalandhar payable at Jalandhar, at the fall of hammer. Another 15% (Fifteen Percent) of the bid amount shall be paid within 30 (Thirty) days from the date of auction along with Two recent photo graphs. The balance 75% (Seventy Five Percent) amount shall be paid either in 6 (Six) half yearly installments of Residential Plots or 4 (Four) equated yearly installments of Commercial sites with interest @ 12% (Twelve Percent) per annum or can be paid in lump-sum within 60 (Sixty) days from the date of issue of the Allotment Letter, whereby a rebate of 5% (Five Percent) will be given on the balance 75% (Seventy Five Percent) amount. **In case of payment by installments, the first installment will become due immediately after one year from the date of auction.** The payment shall be accepted only by means of an account payee demand draft drawn in favour of Estate Officer, JDA, Jalandhar payable at Jalandhar. Payments by cheque will not be accepted.
- 5) In case the successful bidder does not deposit the .15% (Fifteen Percent) amount within 30 (Thirty) days from the date of auction, then the 10% (Ten Percent) amount already deposited by him shall be forfeited and the applicant will have no claim in this regard. However, this period can be further extended upto 180 days, on making a written request of the applicant within 30 days on payment of surcharge and penal interest of the delayed period. Surcharge shall be @ 1.5% for 30 days, 2% for 60 days, 2.5% for 90 days and 3% for 180 days of delayed payment. In addition penal interest shall also be charged @ 18% for the delayed period.
- 6) In no case a bid less than the reserve price shall be accepted.
- 7) No person whose bid is accepted shall be permitted to withdraw or surrender his bid on any ground, and in case he does so, his eligibility fee shall stand forfeited in full.
- 8) The Chief Administrator, JDA or any other officer authorised by him reserves the right to accept or reject the highest bid or withdraw the site from auction without assigning any reason, even if the bid is higher than the reserve price.
- 9) In case the highest bid is not accepted, the eligibility fee shall be refunded in full, but without any interest.
- 10) JDA will issue the detailed allotment letter to the successful bidder after the approval received from Head Office and on receipt of 25% amount.

- 11) No separate notice will be sent for the payment of half-yearly/ yearly installments. Payment shall be made in accordance with the schedule to be mentioned in the allotment letter.
- 12) In case the installment is not paid by the due date, then without prejudice, to any action under section 45 of the Punjab Regional & Town Planning & Dev. 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 up to one year	Normal applicable rate of interest + 3% p.a. for the delayed period.
2.	If the delay is up to 2 years	Normal applicable rate of interest + 4% p.a. for the delayed period.
3.	If the delay is up to 3 years	Normal applicable rate of interest + 5% p.a. for the delayed period.

- 13) In case a person bids on behalf of a firm or company or an association etc., the bidder shall produce to the satisfaction of the Presiding Officer, necessary documents to show that the firm or company or an association, as the case may be, has been duly registered under the relevant law and that bidder has the authority to bid and enter into an Agreement of Sale on its behalf with JDA.
- 14) 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.
- 15) 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. This period of 3 years can be extended by the Estate Officer in the manner and on payment of such fee as fixed by the Authority or its Committee from time to time, if he satisfied that the failure to complete the building within the said period was due to a case beyond the control of the allottee. If the allottee fails to make a request or the satisfied the Estate Officer for non-construction of the building, the Estate Officer shall resume the site as per the provisions of the Punjab Regional and Town Planning and Development Act, 1995 and Rules/regulations made thereunder as amended from time to time.
- 16) The land 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 land, is paid in full to the Jalandhar Development Authority.
- 17) The allottee shall have no right to transfer, by way of sale, gift, mortgage or otherwise, the plot or any other right title or interest in the said plot except with prior permission of the Estate Officer. While according such permission on the application of the allottee, the Estate Officer which may be granted subject to payment of such fee/charges as may be determined from time to time.
- 18) Commercial Site shall be used only for General Trade and Residential site for Residential purpose and not for any other purpose without the permission of the Competent Authority.
- 19) No trade involving fire explosive or hazardous or obnoxious trades or trade-causing pollution, which is dangerous to public safety, will be permitted in the commercial site.
- 20) Change in trade shall be permitted on payment of such charges and on such terms and conditions as may be defined under policy from time to time.
- 21) The covered passage within verandah and on the side of commercial site, wherever provided shall not be encroached upon or used for any other purposes whatsoever and shall be maintained properly.
- 22) No fragmentation/sub-division of the site and change of land use shall be permitted.

- 23) On payment of the entire consideration money together with interest due to the Jalandhar Development Authority, on account of sale of the plot, 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 3 months of the payment of entire consideration money together with interest or any other amount due to JDA on account of transfer of the plot.
- 24) The allottee shall have to pay all general and local taxes, rates and fees 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, as the case may be.
- 25) The site is offered on "as is where is" basis and the Authority will not be responsible for leveling the site or removing the structures, if any, thereon.
- 26) The exact size of the site and its dimensions are subject to variation as per actual measurement at the time of delivery of possession of the site. In case the actual area exceeds the area offered, the bidder would be required to deposit the additional price for the excess area proportionately as per auction price.
- 27) The Competent Authority may by his 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.
- 28) The 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.
- 29) 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.
- 30) PUDA's/ JDA's building controls will be applicable for the construction on the sites.
- 31) PUDA/JDA reserve the right to modify and change the lay-out plan without assigning any reason.
- 32) No interest will be paid for any amount whatsoever deposit with JDA.
- 33) In case of any dispute or difference arising out of the terms and conditions of auction or allotment letter, the same shall be referred to the Chief Administrator, JDA. The decision of the Chief Administrator in this regard will be final and binding on all the parties.

Estate Officer,  
JDA, Jalandhar.

Site No. \_\_\_\_\_  
at \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Successful Bidder.