

**PUNJAB URBAN PLANNING AND DEVELOPMENT
(POLICY BRANCH)**

RITY MOHALI

To

1. The Additional Chief Administrator (F&A), PUDA, Mohali.
2. The Additional Chief Administrator (Projects), PUDA, Mohali.
3. The Additional Chief Administrator, PUDA, Patiala.
4. The Additional Chief Administrator, PUDA, Jalandhar.
5. The Senior Town Planner, PUDA, Mohali.

Subject:-

NO. PUDA-Policy-A-I-2008/176-180 dt. 5.2.08
Policy Guidelines/Standard Terms & Conditions for auction of Multiplex sites .

Ref:-

This office letter No. 2724-25 dated 22.12.2006.

The Policy Guidelines/Standard Terms & Conditions for auction of Multiplex sites were circulated vide letter under reference in anticipation of the approval of the Finance & Accounts Committee. These terms & conditions were placed before the Finance & Accounts Committee in its 53rd meeting held on 11.1.2008 vide agenda items No. 53.05. In pursuance of the decision of the Finance & Accounts Committee vide item No. 53.05, the terms & conditions for auction of Multiplex sites have been modified. A copy of the modified Terms & Conditions for auction of Multiplex sites is enclosed for further necessary action.

DA/As above

Endst. No. PUDA-Policy-A-1-2008/ 181-184

[Signature]
**Administrative Officer (Policy)
for Chief Administrator**

Dated: 5/2/08

A copy of the above alongwith copy of modified policy guidelines/Standard terms and conditions for auction of Multiplex sites is forwarded to the following for information and necessary action:-

1. Additional Chief Administrator, GMADA, Mohali.
2. Additional Chief Administrator, GLADA, Ludhiana.
3. Additional Chief Administrator, JDA, Jalandhar.
4. Additional Chief Administrator, BDA, Bathinda.

DA/As above

[Signature]
**Administrative Officer (Policy)
for Chief Administrator**

DEVELOPMENT AUTHORITY payable at _____ . Payments by cheque will not be accepted.

[Handwritten marks]

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PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY

POLICY GUIDELINES/ STANDARD TERMS AND CONDITIONS FOR AUCTION OF MULTIPLEX SITE IN "AS IS WHERE IS" BASIS.

Allotment of site will be subject to the following terms and conditions:

1. The sale of site is subject to the provisions of Punjab Regional and Town Planning and Development Act, 1995 and rules/ regulations framed thereunder from time to time.
2. Intending bidders are required to deposit Rs. 1,00,00,000/- (Rs. One crore only) or 1% (One percent) to be rounded off in thousands (whichever is higher) as eligibility fee which is refundable / adjustable. The eligibility fee shall be paid in cash or by an account payee demand draft drawn in favour of Punjab Urban Planning and Development Authority payable at _____, against proper receipt issued by the office of the Estate Officer, Punjab Urban Planning and Development Authority (PUDA), _____, before the commencement of auction. No person / company(s) or associations(s) are eligible for participation in the auction if the prescribed eligibility fee is not deposited before the commencement of the auction. In case of successful bidder, the eligibility fee will be adjusted against the 10% of the bid amount to be deposited at the fall of hammer.
3. The successful bidder will be required to pay 10% of the bid amount in cash or by an account payee demand draft alongwith Rs. _____ (Rs. _____) in favour of Punjab Urban Planning and Development Authority payable at _____, at the fall of hammer. Another 15% amount shall be paid within 30 days from the date of auction failing which 10% (Ten percent) amount already deposited by the bidder shall be forfeited and the applicant shall not have any claim in this regard.
4. The balance 75% amount can be paid either in four equated yearly installments with interest @ 12% per annum or in lump-sum, without interest, within 60 days from the date of issue of allotment letter, whereby a rebate of 5% will be allowed on the balance 75% amount. In case of payment by instalments, the first instalment will become due immediately after one year from the date of auction. The payment shall be accepted only by means of an account payee bank draft drawn in favour of Punjab Urban Planning and Development Authority payable at _____. Payments by cheque will not be accepted.

5. In case the instalment is not paid by the 10th of the following month, in which it falls due, 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 + 3% p.a. for the delayed period.
2.	If the delay is upto 2 years	Normal applicable rate of interest + 4% p.a. for the delayed period.
3.	If the delay is upto 3 years or more	Normal applicable rate of interest + 5% p.a. for the delayed period.

6. In no case, a bid below the reserve price shall be accepted.
7. The bidder shall not withdraw or surrender his bid on any ground at the time of auction whatsoever and in case he does so, his eligibility fee shall stand forfeited in full.
8. The Chief Administrator, PUDA or any other officer authorised by him reserves the right to reject the highest bid or withdraw the site from auction without assigning any reason whatsoever even if the bid is higher than the reserve price. The acceptance of the final bid by the Presiding Officer shall be subject to approval of Chief Administrator, PUDA.
9. The bidder shall not subdivide or fragment, the site unless he obtains licence from the Competent Authority under Punjab Apartment and Property Regulation Act, 1995. In case of sale and transfer of apartments, if any, the same shall be governed by the Punjab Apartment Property Regulation Act, 1995 and Punjab Apartment Ownership Act, 1995 and the rules and regulations made there under from time to time. The construction shall be regulated by the Zoning plan and PUDA Building rules 1996 as amended from time to time.
10. In case the highest bid is not accepted, the eligibility fee shall be refunded in full.
11. PUDA will issue the detailed allotment letter to the successful bidder after the receipt of 25% (twenty five percent) of the bid amount.
12. No one can bid on behalf of another person unless he holds power of attorney or a letter of authority to this effect. Such a document should be deposited with the officer supervising the auction, before bidding.

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13. 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 building plans by PUDA.
14. 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.
15. It shall be the responsibility of the purchaser to obtain licences for hotel, restaurant, pub bar and cinema etc. from the competent authority before the operation of multiplex.
16. Basement should be allowed to meet the requirement of parking and storage as per building bye-laws and rules of PUDA.
17. The PUDA's building controls will be applicable for the construction on the site.
18. The land shall continue to vest in the Punjab Urban Planning and Development Authority until the entire consideration money together with interest or other amount, if any, due to the Authority on account of sale of such site, is paid in full to the Punjab Urban Planning and Development Authority.
19. On payment of the entire consideration money together with interest due to the Punjab Urban Planning & 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, PUDA within three months of the payment of entire consideration money together with interest or any other amount due to PUDA on account of transfer of the land.
20. The allottee will have to complete the construction on the plot within three years from the date of issue of allotment letter after getting the proposed building plans approved by the competent authority of PUDA in accordance with the Building Bye-laws and policy framed by Punjab Urban Planning and Development Authority from time to time in this regard.
21. If the construction on the plot is not completed within the time, extension in construction period would be granted subject to payment of Extension Fee, as may be determined from time to time. However, extension in period of completion of building shall be subject to the satisfaction of the Estate Officer that the failure to complete the building within the stipulated period was due to a cause beyond the control of allottee.

22. The allottee shall have no right to transfer by way of sale, gift, mortgage or otherwise, the site or any other rights, title or interest in the said site, without prior approval of the Estate Officer concerned. However, the transfer of site shall only be permitted on payment of transfer fee @ 9% of the total bid amount.
23. Before occupying the building, allottee would be required to obtain Completion/Occupation Certificate from the concerned Estate Officer.
24. Site shall be used only for commercial purposes and not for any other purposes whatsoever.
25. No change of land use shall be permitted.
26. The building controls will be as per the enclosed Annexure-I which form part and parcel of these terms and conditions.
27. In case of breach of any condition(s) of allotment or of regulations or non-payment of any amount due together with the penalty, the site or building, as the case may be, shall be liable to be resumed and in that case an amount not exceeding 10% of the total amount of consideration money, interest and other fees payable in respect of site shall be forfeited as per the provision of section 45(3) of the Punjab Regional and Town Planning and Development Act, 1995 (hereinafter to be called the Act).
28. The allottee shall have to pay all general and local taxes, rates, fees and cesses imposed or assessed on the said site/building by the competent authority. This shall include maintenance charges in respect of infrastructure facilities and other facilities as determined by the Punjab Urban Planning and Development Authority or by the Municipal Corporation or Municipal Committee or any other statutory authority, as the case may be.
29. 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 allottee would be required to deposit the additional price for the excess area proportionately as per price settled. In case of reduction in area, the allotment price will be proportionately reduced.
30. 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 site/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.

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31. 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.
32. 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.
33. No interest will be paid for any amount, whatsoever, deposited with PUDA.
34. In case of any dispute or difference arising out of the terms & conditions of auction or allotment letter, the same shall be referred to the Chief Administrator, PUDA. The decision of the Chief Administrator in this regard will be final and binding on all the parties.

CHIEF ADMINISTRATOR