

DETAILED TERMS AND CONDITIONS FOR AUCTION OF SCHOOL SITES

1. The school sites will be allotted on freehold basis through auction.
2. Sale of site(s) by auction is subject to the provisions of The Punjab Regional and Town Planning and Development Act, 1995 and rules / regulations framed there under 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. Individuals, 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 Bathinda Development Authority payable at Bathinda before the commencement of the auction. Any participant interested to bid for more than one site will be required to deposit the participation fee separately for each site.
6. There shall be no upper limit on the number of properties that a Trust or a Society can bid for and successfully purchase in one station or different stations, provided that the requisite participation money/earnest money has been deposited for each property separately. However, in case of an unsuccessful attempt, the earnest money shall be made easily transferable to the next property being auctioned. 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 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 Bathinda Development Authority payable at Bathinda at the fall of hammer or within one additional calendar day as the Presiding Officer 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 the 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. This period shall be extendable upto 3 months (only in respect of hardship cases on the written request of the bidder subject to payment of 1.5% surcharge on the amount due and interest @ 18% per annum for the delay period.
10. Balance 75% payment shall be deposited in four yearly equal installments with interest @ 12% per annum OR can be paid in lump sum within 60 (sixty) days from the date of issue of allotment letter whereby, a rebate of 5% will be given on the balance 75% amount. In case of payment by installments, the 1st installment shall fall due immediately after one year from the date of auction.
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 site 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 Chairman, PUDA who shall consider the auction record in its entirety, including the objections, if any, received; along with comments of Presiding Officer and Chief Administrator, BDA 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. BDA will issue the detailed allotment letter to the successful bidder after the confirmation of auction proceedings by the Chairman, BDA 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 12% +	Normal applicable rate of interest i.e. 3% p.a. for the delayed period.
2.	If the delay is upto 2 years 12% +	Normal applicable rate of interest i.e. 4% p.a. for the delayed period.
3.	If the delay is upto 3 years or more 12% +	Normal applicable rate of interest i.e. 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 PUDA/Government 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 sites shall continue to vest in the Bathinda 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 Bathinda Development Authority.
 20. The sites 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 BDA.
 21. Full prescribed transfer fee shall be charged, if the majority of Trustees/ Directors/Board members are being changed.
 22. The plot/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 BDA.
 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 site and change of land use shall be permitted.
 25. On payment of the entire consideration money together with interest due to the Bathinda Development Authority on account of sale of the site, the allottee shall have to execute a Deed of Conveyance in the specified form and in such manner as may be directed by the Estate Officer, BDA, within three months of the payment of entire consideration money together with interest or any other amount due to BDA on account of transfer of the land.
 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 Bathinda Development Authority or by the Municipal Corporation or Municipal Committee or any other statutory authority, as the case may be,
 27. 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.
 28. 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.
 29. 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.
 30. 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.
 31. 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.
 32. BDA's building controls will be applicable for the construction on the sites.
 33. BDA reserves the right to modify and change the lay-out plan without assigning any reasons.
 34. No interest will be paid for any amount whatsoever deposited with BDA.
 35. The allottee shall create a barrier free environment in the building for persons with disabilities under the provisions of "The Persons with Disabilities" (Equal Opportunities Protection of Rights and Full Participation) Act, 1995.
 36. Site shall be properly landscaped and maintained by the allottee. Landscaping shall be in accordance with the landscape plan got approved as part of the building plan.
 37. Subject to the provisions of the Act, all the disputes and/or difference which may arise in any manner touching or concerning this allotment shall be referred to the Sole Arbitrator, Chief Administrator, Bathinda Development Authority (BDA) 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.

CHIEF ADMINISTRATOR