

CITO
P3179
17/6/2020

HARYANA SHEHRI VIKAS PRADHIKARAN, C-3, SECTOR-6, PAMCHKULA.

No. CCF-HSVP-AO-1-2020/

Dated:

To

1. All the Zonal Administrators,
HSVP (in the State).
2. All the Estate Officers,
HSVP (in the State).

Subject: Revised e-auction policy.

The revised e-auction policy of HSVP has been approved by the Hon'ble C.M., Haryana-cum-Chairman, HSVP.

A copy of the same alongwith copy of letter of intent, revised allotment letter and deed of conveyance is enclosed herewith for ready reference.

DA/as above

(Rohit Kohli)
Accounts Officer,
for Chief Administrator,
HSVP, Panchkula.

Endst.No. CCF-HSVP-AO-1-2020/

85237

Dated:

16/6/2020

A copy alongwith the copy of the policy is forwarded to the following for information:

1. The Chief Engineer-I & II HSVP.
2. The Chief Town Planner, HSVP Panchkula.
3. The Legal Remembrancer, HSVP, Panchkula.
4. The Chief Architect HSVP, Panchkula.
- ✓ 5. The CITO with the request to upload the policy on the website of the HSVP.

DA/as above

(Rohit Kohli)
Accounts Officer,
for Chief Administrator,
HSVP, Panchkula.

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HARYANA SHEHRI VIKAS PRADHIKARAN

BROCHURE CONTAINING DETAILED TERMS AND CONDITIONS FOR E-AUCTION OF RESIDENTIAL/INSTITUTIONAL/COMMERCIAL PROPERTIES/BUILDINGS/SITES

**"On as is where is basis"
IN ESTATE OFFICE HSVP**

1.	Event No.	
2.	Start of e-auction	AT 10.00 AM ON _____ and will continue till the bids are received for a particular site.
3.	Close of e-auction	No new round for e-auction will start after 6:00 P.M.
4.	Registration	The intended bidder has to register once for all for all type of property in different Urban Estates in order to generate user-id and password for e-auction. However, based on selection of the properties, the bidder has to deposit non refundable e-service charges fee of ₹ 1000/- (One thousand only) for each property group separately. The registration fee is to be deposited online on http://hsvphry.org.in before _____.
5.	Online Payment of Earnest Money Deposit (EMD).	All the intended bidders are required to deposit earnest money equivalent to 05% (Five percent) cost of a property (for which the bidder intends to participate in auction) at the prescribed base price through Debit Card/NEFT/RTGS /Net Banking /by generating Challan for e-auction. The e-payment of EMD shall be made in the stipulated time period specified under clause 'C' relating to "HOW TO PARTICIPATE" of this brochure.

CONTACT US:

1.	Head Office	Plot No.C-3, Sector-6, Panchkula.
2.	Field Office	Estate Officer, HSVP concerned
3.	Link For E-Auction Portal	Link for E-auction is available on HSVP website http://hsvphry.org.in
4.	Helpline No.	18001803030
5.	E mail	eauctionhsvp@gmail.com
6.	Help Desk	Technical support assistance during e-auction will be available on telephone number (to be provided by the bank).
7.	Help Desk Timing	Monday to Saturday (9:00 A.M. to 6:00 P.M) on working days only at HSVP Helpline No. 18001803030.

TERMS AND CONDITIONS FOR E-AUCTION OF RESIDENTIAL, INSTITUTIONAL AND COMMERCIAL, SITES/BUILDING

A. DEFINITIONS:-

1. **Base Price:** The base price of a property put to auction shall be the current Collector rate of that area of that financial year fixed by District Collector for that particular property including the factor of FAR. Bids for e-auction shall start from the base price. However, the base price is not necessarily the reserve price of a property.

2. **CA :-** CA means Chief Administrator of Haryana Shehri Vikas Pradhikaran.
3. **EMD :-** EMD means Earnest Money Deposit in respect of the property for which intending bidder wants to bid.
4. **FAQ :-** FAQ means Frequently Asked Questions on E-Auction Portal.
5. **HSVP :-** HSVP means Haryana Shehri Vikas Pradhikaran.
6. **LOI :-** LOI means Letter of Intent which is issued to the successful bidder on making the payment of 10% of the bid amount.
7. **Pradhikaran :-** Pradhikaran means Haryana Shehri Vikas Pradhikaran.
8. **Reserve Price:** The reserve price shall be decided by the Committee constituted for the purpose. The reserve price shall remain confidential and shall be used for evaluating the highest bid (for accepting or rejecting a bid).

B. ELIGIBILITY AND CONDITIONS FOR PARTICIPATION:

9. Any person legally competent to enter into a contract as per Section-11 of Indian Contract Act will be eligible to participate in the e-auction.
10. In case a person (he/she) desires to bid on behalf of any other person, he/she will have to produce a valid authority letter/power of attorney at the time of deposit of EMD. No addition or alteration in the name of the bidder will be allowed at a later stage.
11. The intending bidder shall be required to deposit an earnest money equivalent to 5% (Five percent) of cost at base price of each property separately (for which the bidder intends to participate in e-auction) before participating in the e-Auction. Thus, anyone intending to bid for more than one property shall be required to deposit the EMD for multiple properties he/she wishes to bid before participating in e-Auction. In other words, EMD will have to be deposited separately for each property for which an intending bidder wants to participate.
12. Any additional information regarding sale of property through e-Auction can be had from the office of the Estate Office concerned, HSVP during office hours on any working day or from FAQ section on e-Auction portal or from helpline number i.e. 18001803030.
13. **Documents to be submitted online with EMD**
The intending bidder(s) has to deposit the following documents online along with EMD:
 - (a) **In case of individual bidder:**
Self-certified copy of PAN card, Adhaar Card and passport size photo of applicant(s) and authorized signatory.
 - (b) **In case of joint bid :**
a copy of PAN card and Adhaar card of each person, joint bidder(s).

(c) In the case of firm or company or an association of persons:

The bidder shall furnish the certified copies of Board Resolution or Authorization in favour of the person making the bid along with the certified copy of Memorandum of Association, Articles of Association of Company, Partnership Deed, HUF etc. (whichever is applicable) and that the bidder has the authority to bid and enter into an agreement. A company, Firm, partnership, HUF etc. must be registered under relevant provisions of law.

14. No bid shall be accepted in the name of more than one person unless
- i. the names of all the other persons on whose behalf bid is being made are given;
 - ii. their individual share are specified (as per their mutual agreement), however, fragmentation of the site is not permissible as per HSVP (Disposal of Land & Buildings) Regulations, 1978;
 - iii. the name of person making the bid produces a valid authority letter or power of attorney authorizing him to bid on behalf of other joint bidder(s);
15. The competent authority of HSVP reserves the right to accept or reject any bid or withdraw any or all the properties from e-auction or cancel/postpone the e-auction, without assigning any reason.
16. The bidding will start from the Base Price. The reserve price shall remain confidential and shall be used for evaluating the highest bid by the competent authority.
17. In the event of default or breach or non-compliance of any of the terms and conditions as indicated above or for furnishing any wrong or incorrect information at any point of time of E-Auction and afterwards, the Competent authority shall have the right to cancel the bid and forfeit whole amount of EMD deposited by the bidder.

C. HOW TO PARTICIPATE:

18. It will be the sole responsibility of the bidder/participant to make arrangements for compatible computer terminal and internet connection etc of sufficient speed to enable him/her to participate in the e-auction process.
19. The intending bidder who wants to participate in the e-auction will have to register once for all type of property in different Urban Estates in order to generate user ID and password for E-auction. However, based on selection of the properties the bidder has to deposit non-refundable e-service charges fee of ₹. 1000/- (One thousand only) for each property group separately. The amount of e-service charges is to be deposited on-line through Debit Card/Credit Card/Net Banking/RTGS/NEFT.

20. After the successful registration, the intending bidder has to deposit the earnest money equivalent to 5% (Five percent) of the base price of a property (for which the bidder intends to participate in the auction) by using his user ID and password. The amount of EMD can be deposited by generating Challan through RTGS/NEFT before 48 hours from scheduled date & time of e-auction, and up to 9:00 A.M. through debit card/credit card/net-banking on the scheduled date of e-auction.
21. It will be the sole responsibility of the intending bidder to ensure the remittance of e-service charges and EMD. The intending bidder should again verify the payment details by using his/her respective user ID and password on e-auction portal before the last date and time for deposit of EMD. In case where registration, challan generation and remittance of the afore-mentioned amounts in the accounts of HSVP are done after last date and time for the deposit of EMD for any reason whatsoever, HSVP will not be in any way responsible for non-participation/automatic rejection of any bidder by e-Auction Portal.
22. The 1st round of e-Auction will start at 10.00 AM on scheduled date & will end after thirty minutes. However, in case any bid is received within last ten minutes either before closure of first thirty minutes, then the time for closure would be extended automatically by five minutes in addition to auction ending time reflecting on the e-auction portal, so that sufficient opportunity is made available to the persons participating in the bidding process. The process of time extension of five minutes will continue till no further bid is received in the last such extension and there will be no limit of such time extension of five minutes each.
23. The bid for a group of similarly situated properties in same sector of same size and base price will be floated in one group. The successful bidder (H_1) will have to select and submit his preference for a particular property within 10 minutes of closure of that round. If H_1 bidder fails to select the property within the stipulated time of 10 minutes, the system will randomly select one site from the available plots/sites/buildings in the group and the same will be allotted to the H_1 bidder.
24. In the subsequent rounds of bidding, the 2nd highest bid i.e. (H_2) of the previous successful round will become base price for this round and the bidding will start from this base price. All the eligible bidders will have the option to outbid the said price within 20 minutes of start of subsequent round. In case of outbid, the closing time of said round will be extended automatically by 05 minutes. However, in case no bid is received within stipulated time, the subsequent rounds will start with the bid amount of H_3 and so on of subsequent rounds. This process of starting the next round with bid amount of H_2 , H_3 , H_4 and so on of the subsequent rounds will depend on the number of properties in a group. And illustration of this process is further clarified in the following example :-
Suppose in a group there are only seven booth sites with base price of ₹ 50 lakh

each and a site has been selected by the H1 bidder. At the close of the round the detail of the bids received are as under :-

Sr. No.	Name of the bidder	Amount
1.	Ram Kumar	1.20 Crore
2.	Somesh	1.19 Crore
3.	Sham	1.18 Crore
4.	Raj Kumar	1.17 Crore
5.	Shiv Kumar	1.16 Crore
6.	Om	1.15 Crore
7.	Jai	1.14 Crore
8.	Tangraj	1.12 Crore
9.	Laxmi	1.10 Crore

The Second Subsequent round will start from H2 bid amount i.e ₹ 1.19 Crore. In case no bid is received within 20 minutes then the 2nd round will close. The third round will start with bid amount of H3 bidder i.e Rs. 1.18 Crore. This process will continue till H7 provided the bid of the H7 bidder is not lower than the base price.

25. No fresh new round for e-auction will start after 6:00 P.M. of that date of e-auction. However, fresh round of e-auction of the balance property if any, out of the advertise properties shall start at 10.00 A.M on the next working day .
26. The minimum bid incremental value will be as below:-

Sr.No.	Base price (₹)	Minimum bid incremental value (₹)	
		During initial time	During each extended round
1.	≤ ₹ 50 lacs	10,000	15,000
2.	₹50 lacs to ₹ 1 crore	20,000	30,000
3.	₹ 1 crore to ₹ 5 crore	30,000	45,000
4.	≥ ₹ 5 crores	50,000	75,000

27. Detail of the properties is as under (layout plan is at Annexure 'I'): -

Sr. No.	Description of property/site/ building	Sector	Name of U.E.	Area (in sq.mtr.)	Base price (₹ in Lacs)	EMD in ₹ for each Property
1						
2						
3						
4						
5						
6						

28. The Earnest Money (EMD) of the unsuccessful bidders (except H₁ of each property) will be refunded by the system automatically on the closing of the auction. Regarding acceptance and rejection of H1 bid competent Authority shall take the decision within seven working days after date of e-auction.

D. PAYMENT TERMS:

29. The successful/highest bidder shall be required to remit an amount equivalent to 10% of his/her quoted bid amount (including EMD already deposited) in the following time period:-

Sr.No.	Total value of the bid (₹)	No of working days succeeding the final bid closing day
1.	≤ ₹ 50 lacs	1 (One)
2.	₹50 lacs to ₹ 1 crore	2 (Two)
3.	₹ 1 crore to ₹ 5 crore	3 (Three)
4.	≥ ₹ 5 crores	4 (Four)

The successful bidder has to deposit the amount by way of online payment through Net banking etc. or through RTGS/NEFT by generation of challan on the e-auction portal. The link will be visible only to the Highest Bidder i.e. H₁ of that property. In case of the successful/highest bidder fails to deposit the said amount as specified above, his bid shall stand automatically rejected and the EMD deposited by him for participation in the e-auction shall stand forfeited in favor of HSVP. No further communication in this regard shall be issued separately.

30. After acceptance of the bid and verification of requisite documents, the successful bidder will be issued Letter of Intent (LOI) by the Estate Officer concerned. The LOI will be sent through registered post and through email at the registered address and email id of the successful bidder. All the payment schedule of the bid amount is linked with the date of dispatch of LOI through email. HSVP will not be responsible if LOI is not received by the Successful bidder due to change in his correspondence address or email id. It will be in the interest of such bidder to get his correspondence address or email id, if any, updated from time to time. The allottee will be further required to deposit another 15% of the quoted bid amount within 30 days from the date of dispatch of LOI. In case of failure to deposit the said amount within the above specified period, the LOI shall stand automatically withdrawn without any further notice in this behalf and the 10% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for damages.
31. Thereafter, remaining 75% of the bid amount shall have to be paid within a period of 120 days from the date of dispatch of LOI without interest, failing which the LOI shall stand withdrawn without any further notice in this behalf and the 25% amount deposited shall stand forfeited to the HSVP against which

successful bidder shall have no claim for damages.

32. The payments due to HSVP shall be made either through online payment on HSVP Website gateway or through off line mode (except in case of registration fee and EMD) by generating challan through the HSVP website and depositing the same in the authorized banks.

E. Allotment Letter

33. On payment of 100% amount of the bid the successful bidder will be issued allotment letter.

F. POSSESSION

34. After depositing the 100% amount of the bid, the successful bidder will have to apply for delivery of physical possession of plot/building. After taking the physical possession of the plot/building by the allottee, HSVP will not be responsible for any kind of encroachment and third party litigation pertaining to the plot/building.
35. In case the possession of the property is not delivered by HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @ 5.5 % (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the successful bidder/allottee till the date of delivery of possession. However such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.
36. If due to stay by the Court or litigation or any other circumstances beyond control i.e force majeure, HSVP is not able to deliver possession of the property within three months after deposit of full (100%) bid amount, the full amount deposited by successful bidder shall be refunded back. The successful bidder will not have any claim, on this property in question or any other property of the HSVP including allotment of alternative site/plot.

G. CONSTRUCTION

37. The conditions for construction of building on the auctioned property shall be governed by the Architectural control or zoning plan of the property prepared in accordance with the Haryana Building Code, 2017 as amended from time to time. The building shall be constructed after getting the building plans sanctioned from the Estate Office concerned, HSVP. The successful bidder/allottee shall not make any alteration/addition to the structure constructed on the property without prior/explicit written permission of the Estate Officer concerned. Any violation of the provisions of Haryana Building Code-2017 and the Architectural control shall attract action as per provisions of HSVP Act-1977.

H. EXTENSION IN TIME PERIOD FOR COMPLETING CONSTRUCTION

Further, the request of allottee for grant of extension in time period for completing construction shall be considered under HSVP extension policy no.

I. RESUMPTION

38. In the event of breach of any condition of bid or allotment letter or HSVP Regulations/Rules/policies, the competent Authority of HSVP may resume the property in accordance with the provisions of Section 17 of the HSVP Act, 1977 and the money deposited shall be refunded back after forfeiting 10% of total cost of property, interest and other dues payable up to the date of resumption. However, no interest shall be paid on such amount to be refunded.
39. Upon resumption, the successful bidder/allottee will be free to remove the structure/debris/fixtures belonging to him, if any, within a period of three months of dispatch of resumption order at his own cost, failing which it shall be removed by the HSVP at the cost of successful bidder/allottee.

J. SURRENDER OF PROPERTY

40. Wherever any successful bidder/allottee surrenders the property at any time to HSVP, the refund will be allowed after forfeiting the amount as detailed in the following table:-

Sr. No.	Time period from the date of allotment.	Amount of allotment/ bid price to be forfeited
1.	Within one year	15%
2.	After one year but before two years	25%
3.	After two years but before three years	35%
4.	After three years	50%

However, HSVP shall have right to reject surrender application without assigning any reason. The up to date amount of interest and penalty, if any outstanding against the above property/plot/site will also be deducted separately and balance payment will be made to the allottee. However, no interest shall be payable on such amount to be refunded. The amount of refund will be made by HSVP within 30 days from date of application of surrender. In case, payment is not refunded within 30 days, HSVP shall pay interest at the current SBI MCLR rate from the date, such refund is due.

The Site/Building once surrendered shall not be restored in any circumstances, provided that, if application for withdrawal of surrender is made before the refund is made/despached.

41. The request for surrender has to be submitted online on the HSVP website by using the login Id and password allotted by HSVP. Offline request regarding surrender by any other mode shall not be accepted.

K. OTHER TERMS & CONDITIONS:

42. The allotment of property shall be governed by the other terms and conditions subject as contained in the allotment letter appended to Haryana Urban Development Authority (Disposal of Lands and Building) Regulations, 1978 and

the provisions of HSVP Act, 1977, the Rules/Regulations/Code/instructions/guidelines as may be applicable there and as amended from time to time.

43. The property shall continue to belong to HSVP until the entire bid money together with interest and other outstanding dues to HSVP on account of sale of that property are paid and deed of conveyance in favour of successful bidder/allottee is executed. The successful bidder/allottee shall have no right to transfer the property or create any right/title/interest thereon without prior written permission of the concerned Estate Officer, HSVP even after execution of Deed of Conveyance. However, unless full price is paid and conveyance deed is executed, the allottee may mortgage or create any right/interest on the property only to secure the loan amount against the property towards payment of price including dues etc. of the property but prior written permission of the Estate Officer concerned, HSVP shall be mandatory.
44. On payment of 100% of the due amount/interest etc. the successful bidder/allottee shall get the Deed of Conveyance executed in his favour in the prescribed form and in such manner as may be directed by the Estate Officer, HSVP concerned. The Deed of Conveyance shall be executed on making payment of full price of the property/ building. The charges for the registration and stamp duty will be paid by the successful bidder/allottee.
45. The allottee shall have to pay all general and local taxes, rates or cess imposed or assessed on the said property as applicable from time to time.
46. The property shall not be used for any purpose other than that for which it has been allotted. No obnoxious activity shall be carried out in the property. However, as per Haryana Urban Development Authority (Disposal of Land and Buildings) Regulations, 1978 and policies issued there-under (as amended from time to time), non nuisance professional consultancy services are permitted in the residential plots.
47. The property shall not be allowed to be subdivided or fragmented under any circumstances.
48. The HSVP shall not be responsible for leveling of uneven plot/land as the properties are auctioned on 'As is where is basis'.
49. The allottee shall have to pay cost of construction material, bricks, structures and compound wall etc. existing in the property at the time of allotment of which compensation has been assessed and paid by the HSVP, if allottee wants to make use of the same.
50. The HSVP reserves to itself the rights of all mines and mineral whatever in or under the said property with all such rights and powers as may be necessary or expedient for the purpose of searching for obtaining, removing and enjoying the same at all such times and in such manner as the HSVP shall deem fit, with power

to carry out any surface or any underground working, and to letdown the surface of all or any part of the said property and sink pits, erect buildings, construct lines as generally appropriate and use the surface of the said property for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein contained.

Provided that the allottee shall be entitled to receive from the HSVP such payment for the occupation by the HSVP of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between the successful bidder and the HSVP.

51. The HSVP may through its officers and servants at all reasonable times and in a reasonable manner and after giving the notice of minimum 24 hours enter in or upon any part of the said land or building constructed thereon for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the rule/regulations applicable under the said HSVP Act, 1977 as amended from time to time.
52. The HSVP shall have full rights, power and authority at all times to do through its officers or servant to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations imposed and to recover from allottee as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection therewith or in any way relating thereto.
- L. All disputes and differences arising out of or in any way concerning this allotment whatsoever shall be dealt as per the provisions of the Arbitration and Conciliation Act-1996.
- M. **LAYOUT PLAN:**
53. As per Annexure-I.