Urban Improvement Trust, Udaipur


(As amended upto 17-06-2016 : Trust meeting agenda No. 2 )

URBAN IMPROVEMENT TRUST,UDAIPUR hereby referred to as UIT, has decided to make sale of Properties through online forward e-Auction mode. UIT has made arrangements for forward auction; e-payment integrated gateway, Bidder management etc. Please go through the guidelines given below and submit your acceptance to the same.

DEFINITIONS

1. Lessor / Auctioneer: Lessor/Auctioneer referred in these conditions of e-Auction is the UIT through their officers.

2. Auction Committee: A Committee constituted by UIT for Auction.

3. Service Provider: An agency appointed as service provider to facilitate e-Auction on Internet by UIT. They are expected to facilitate organizing and conducting e-Auction and are considered as third party not particularly interested in the property being sold for and on behalf of UIT.

4. Bidder: Any citizen of India representing as an individual or Proprietor or as a Partner of registered Partnership firm or as a duly authorized representative of any Company registered under the Companies Act, 1956 or of any legal entity, who has been registered with the Lessor and who has paid the Earnest Money Deposit (EMD) and complied with other terms and conditions mentioned herein or as may be specified through separate publication shall be considered as a Bidder.

5. Successful Bidder: At the end of the Forward Auction, UIT will decide upon the winner based on the highest bid placed for the property under auction and subsequent acceptance of UIT. The decision of Chairman UIT will be final & binding on all the bidders.

6. Registration: The bidder is required to be listed with UIT before participating in e-Auction process.

7. Registration Fee: The bidder shall pay non-refundable “e-auction registration fee”. Activation of registration will be effective only after approval of UIT.

8. Estimated value of the property: Bid Start Price X Area of property.

9. Earnest Money Deposit (EMD): Apart from one time e-auction registration fee the bidder will have to deposit Earnest Money Deposit (EMD) as per publication/auction advertisement for the particular e-Auction.

10. Bidding Currency: Bidding will be conducted in Indian Rupees (INR) only.
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11. **H1 Price:** It is the highest value placed in the bid at any point of time during the auction for the property. It will be visible to all the bidders on the screen and the bidders can bid an amount of "H1 price plus incremental value or in multiples of incremental value" only.

12. **Incremental value:** Incremental Value will be decided by UIT. Minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by an increment, multiples of the minimum Bid increment or at least of minimum bid increment plus multiple of Bid Increment. The minimum increment value will be displayed against each property on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of increment value.

13. **BSP:** It refers to the “Bid Start Price” which shall be decided by the UIT and shall be visible to all the bidders on their screens. The bid will trigger off from this price and no bidder can start bidding below this amount.

14. **AMB:** AMB stands for Automated Maximum Bid. It is the maximum bid amount set by the bidder in the auto auction mode during the e-Auction.

14. **Nazrana:** cost of sold land is calculated on the basis of Property Area x Bid Price accepted by UIT.

**PARTICIPATION/APPLICATION PROCESS**

1. **Registration of Bidder:**
   a. Bidder can apply for registration through UIT website along with “e-auction registration Fee” (non-refundable) as mentioned below:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Period of Registration</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Year</td>
<td>500.00</td>
</tr>
<tr>
<td>2</td>
<td>2 Year</td>
<td>750.00</td>
</tr>
</tbody>
</table>

   b. A unique registration number along with User ID & Password will be issued by UIT after verification of documents submitted by Bidder. Activation of registration will be effective only after approval of UIT.

   c. Once the Bidder is registered with UIT, on expiry of registration period the bidder can apply for re-activations of his account after submission of e-auction registration Fee. If required UIT may ask to re-submit the documents for verification.

2. **Participation in e-Auction:**
   a. Online Participation Request will be received from bidder as per advertisement which will be made in Print Media / Website of UIT.
Urban Improvement Trust, Udaipur


3. Earnest Money: Apart from one time e-auction registration fee, the Bidder will have to deposit Earnest Money Deposit (EMD) as per publication/auction advertisement for the particular e-Auction. The EMD amount shall have to be deposited within the time limit as notified and shall be subject to clearance of the same by Urban Improvement Trust, Udaipur. Earnest Money will be non-transferable to the other Bidder or any other property to be purchased by the same Bidder.

4. Contact Persons: UIT will nominate nodal officers who will coordinate for responding to bidder’s queries regarding Auction as mentioned below:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Issues</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Auction Process</td>
<td>OIC Sales</td>
</tr>
<tr>
<td>2</td>
<td>Land Title, Location &amp; Revenue Record</td>
<td>Executive Engineer (Concerned Division)</td>
</tr>
<tr>
<td>3</td>
<td>Information Technology (IT) Support</td>
<td>Technical Director NIC Udaipur/Programmer of UIT, Udaipur</td>
</tr>
</tbody>
</table>

PROCEDURE OF FORWARD AUCTIONING

1. UIT will declare its Bid Start Price (BSP) which shall be visible to all the bidders at the start of the Forward auction.

2. The Bid start-up Price of property in online forward auction is open to all the participating bidders. Any bidder can start bidding, in the online forward auction from this Price onwards only. Hence, the first online bid that comes in the system during the online Forward auction shall be higher than the auction’s BSP by one increment or absolute multiples of increment.

3. The onwards bidding will have to be higher than the H1 rate as quoted and displayed on screen by one increment value or higher than the H1 rate by multiples of the increment value.

4. The bid Increment amount shall be specified by Urban Improvement Trust, Udaipur which the e-bidders can view on their bidding screen. The bid can be placed only of the BSP + incremental value or in multiples of increment value.

5. Online Forward Auction shall be open for a specified period as per publication issued by UIT for each property. However, the closing time of auction will be extended by 5 minutes each time, if a bidder bids in the last 5 minutes. The auction will be closed only when no bidder bids in the extended last 5 minutes.
6. UIT reserves rights to cancel the highest bid in any condition whatsoever. The Notice for such cancellation shall be duly notified on the e-Auction portal.

7. Auto Bid: The Auto Bid feature allows Bidders to place an Automated Maximum Bid (AMB) in an auction and bid without having to enter a new amount each time a competing Bidder submits a higher offer. Bidders are supposed to quote their next highest price in confirmation to the incremental value and in multiples of thereof only. There is no restriction on changing of the AMB. But once AMB is clicked and freezed, the same cannot be withdrawn at any point of time during the auction period. However, if the auction is cancelled and new auction dates are announced, the earlier AMB shall have no relevance. After fixing his highest limit, the manual Bid button will be disabled. The system will automatically bid on his behalf, based in the auction’s H1 Rate. His bidding dashboard will show his Rank, the H1 Rate and the highest bid ongoing in the auction. Until his auto-bid amount is not reached (in the H1 Rate Box) for a particular property in the e-auction, the manual Bid button on his screen will remain disabled. Once his auto bid amount reaches or crosses the AMB amount, then he will have to bid manually otherwise the bidder may opt for auto bid again by setting a new maximum bid amount.

8. The minimum Bid increment shall be available on screen to the Bidders at the start of the e-auction. The bidder can view the same by clicking on the relevant details at the start of the auction.

9. During Forward Auction, if no bid is received within the specified time or bid is cancelled as per point number 6 above, UIT, at its own discretion, may decide to re-invite the bid / scrap the e-auction process / proceed with conventional mode of auctioning.

10. The bids will be taken as an offer to purchase the property on lease basis on terms & conditions attached with the property. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.

11. Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction:

   • Opening BSP & minimum Increment Value.
   • Leading (highest) Bid in the e-Auction
   • Bid Placed by the bidder himself
   • Rank of bidder in the e-auction
12. The Bidder must read the terms and conditions of the e-auction very carefully for participating in bidding process.

13. UIT will respond to all queries relating to the e-Auction processes and rules on the telephone numbers given or through mail as per the publication/ auction advertisement.

14. UIT reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.

**EARNEST MONEY DEPOSIT PAYMENT, ITS REFUND AND FORFEITURE**

1. The Bidder will have to deposit Earnest Money Deposit (EMD) as per publication/ auction advertisement for the particular e-Auction. The EMD amount shall have to be deposited within the time limit as notified and shall be subject to clearance of the same by UIT.

2. Delay in deposit of EMD will not be entertained and the bidder shall not be eligible for participation.

3. The EMD paid before the start of e-Auction within the specified period is adjustable in the Bid amount if and when the property is finally allotted to that highest/successful bidder.

4. The EMD of the un-successful bidders will be returned without any interest, cost or claim after the closure of the e-auction or the extended period as decided by the UIT.

5. The refund of EMD of unsuccessful bidders shall be deposited in the same bank account which is specified by the bidder in the undertaking given. UIT shall not be responsible if incorrect/ incomplete Bank details are furnished by the bidder in any manner.

6. Earnest Money will be non-transferable to the other Bidder or any other property to be purchased by the same Bidder.

**PROPERTY BID CONFIRMATION - COST AND BALANCE PAYMENTS**

1. The HIGHEST BID will be taken only on Subject to confirmation (STC) basis. After the closure of the e-Auction, UIT will intimate the successful bidder whose highest bid is accepted by the UIT, through an e-mail / registered post after the completion of each auction.

2. The Highest/Successful bidder (H 1) shall have to pay the final Bid Amount and any other charges, relevant taxes, levies etc. as applicable within the stipulated time as per the Confirmation of Auction Cum Demand Letter.
case of failure to pay the required Bid Amount within the stipulated time, the entire EMD amount, deposited by the Bidder will be forfeited and UIT shall have the absolute right to re-auction such property immediately in the next auction without any further intimation to the successful bidder.

3. EMD and Timeline

<table>
<thead>
<tr>
<th>Estimated Value of Property (BSP X Area)</th>
<th>EMD (INR)</th>
<th>Submission Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 1 Crore</td>
<td>25000.00</td>
<td>After submission of EMD having three clear working days from date of closing of bid.</td>
</tr>
<tr>
<td>Above 1 Crore - Upto 2 Crore</td>
<td>50000.00</td>
<td></td>
</tr>
<tr>
<td>Above 2 Crore - Upto 5 Crore</td>
<td>100000.00</td>
<td></td>
</tr>
<tr>
<td>Above 5 Crore</td>
<td>200000.00</td>
<td></td>
</tr>
</tbody>
</table>

4. Payment schedule

The Highest bidder shall be required to deposit one-fourth of the amount of his bid at the close of the bid. After deposit of \( \frac{1}{4} \) of the highest bid amount by the Highest Bidder, the matter will be presented before the Competent Authority (Chairman) of the UIT for consideration & final approval of the bid. In case the Competent Authority (Chairman) does not approve the highest bid then \( \frac{1}{4} \) of the bid amount deposited by the Highest Bidder will be refunded. In case the Competent Authority (Chairman) approves the highest bid then only the remaining \( \frac{3}{4} \) amount of the bid shall be deposited by the bidder within one month of the acceptance of the bid and in case of failure to deposit within the next 60 days, interest @ of 15 % per annum shall be charged retrospectively from the date of acceptance of the bid.

Provided that in case of default in depositing the three-fourth amount of bid within the period prescribed, above, the one-fourth of the amount of the bid deposited by the bidder shall be forfeited and auction of land shall automatically stand cancelled.

Provided further that the Chairman may regularise auction of land withdrawing the automatic cancellation within a period of one year from the date of such automatic cancellation if the successful bidder is prepared to pay the \( \frac{3}{4} \) amount of the bid money plus interest @ of 15 % per annum up to the date of regularisation of auction of land and in addition also an amount of penalty at the following rates :-

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6
5. The payment will be made through Demand Draft/Bankers Cheque/Online payment/NEFT/RTGS in the designated account of UIT.

6. In case of failure to pay the balance amount towards cost of the land / property within the stipulated time as mentioned above, the entire amount deposited by such successful bidder will be forfeited and the UIT shall have the rights to re-auction such property without any further intimation to the successful bidder.

7. The successful bidder will also have to deposit Lease amount towards the property for one year in advance along with the other amounts as per the Confirmation of Auction Cum Demand Letter. However, the period of such lease shall be effective from the date of issuance of "Kabza Patra / Possession Letter".

8. The recovery of urban lease will be due from the date of issuance of possession letter at half of the rate of urban lease for first 5 years and thereafter will be recovered at full rate of urban lease. (This amount has to be deposited before 31 March of every year.)

9. The Basic Shelter for Urban Poor (BSUP) fund charges and other charges / amount will also be leviable on the property as per the directions of the State Government / UIT issued from time to time.

10. Any other charges, if any, shall also be payable as per the terms and conditions specified in the publication/ auction advertisement.

11. Buyer has to deposit all amounts towards cost of Land and other charges as per payment schedule, failing which the amounts deposited in totality shall be forfeited without any claim or recourse by the buyer under any circumstance.

12. If Bidder fails to deposit the Amount fully or partially within 90 days from the date of Confirmation of Auction, the auction of property shall stand automatically cancelled and all Amounts deposited by the Bidder shall stand forfeited. UIT will have the right to re-Auction this property without further reference with the Bidder.
**KYC COMPLIANCE**

1. During online registration for KYC compliance the bidders will have to upload following documents:

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<table>
<thead>
<tr>
<th>Features</th>
<th>List of valid KYC Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individuals</strong></td>
<td>(i) Passport (ii) PAN Card (iii) Voter’s Identity Card (iv) Driving Licence (v) Adhar Card (Any one of them)</td>
</tr>
<tr>
<td>• Legal name and any</td>
<td>(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account</td>
</tr>
<tr>
<td>other names used</td>
<td>statement /Pass Book (iii) Ration Card (iv) Letter from employer (Subject to satisfaction of</td>
</tr>
<tr>
<td></td>
<td>the Company) (v) Latest Rent / Lease &amp; license agreement etc. (Any one of them)</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>(i) Certificate of incorporation and Memorandum &amp; Articles of Association</td>
</tr>
<tr>
<td></td>
<td>(ii) PAN card or copy of PAN allotment letter</td>
</tr>
<tr>
<td></td>
<td>(iii) Any other officially valid document issued by authority as proof of existence and address</td>
</tr>
<tr>
<td></td>
<td>of the entity.</td>
</tr>
<tr>
<td><strong>Companies</strong></td>
<td>(iv) Power of Attorney granted to its managers, officers or employees to transact business</td>
</tr>
<tr>
<td>• Name of the Company,</td>
<td>on its behalf</td>
</tr>
<tr>
<td>Principal place of</td>
<td>(v) Any officially valid document to authorise</td>
</tr>
<tr>
<td>business</td>
<td>on behalf of Company identifying the signatories.</td>
</tr>
<tr>
<td>• Address of the</td>
<td></td>
</tr>
<tr>
<td>company</td>
<td></td>
</tr>
<tr>
<td>**Identity of</td>
<td></td>
</tr>
<tr>
<td>signatories</td>
<td></td>
</tr>
<tr>
<td>• Identities of</td>
<td></td>
</tr>
<tr>
<td>all partners and</td>
<td></td>
</tr>
<tr>
<td>their addresses</td>
<td></td>
</tr>
<tr>
<td><strong>Partnership firms</strong></td>
<td>(i) Registration certificate, if registered</td>
</tr>
<tr>
<td>• Legal name and</td>
<td>(ii) Partnership Deed</td>
</tr>
<tr>
<td>address</td>
<td></td>
</tr>
<tr>
<td>• Identity of all</td>
<td>(iii) Any officially valid document identifying the partners and the persons holding the</td>
</tr>
<tr>
<td>partners and</td>
<td>Power of Attorney and their addresses</td>
</tr>
<tr>
<td>their addresses</td>
<td></td>
</tr>
</tbody>
</table>
Urban Improvement Trust, Udaipur

<table>
<thead>
<tr>
<th>Identity of signatories</th>
<th>(iv) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(v) Proof of existence &amp; proof of address of the firm etc.</td>
</tr>
</tbody>
</table>

Trusts & foundations

<table>
<thead>
<tr>
<th>Identity of trustees, settlers, beneficiaries &amp; signatories</th>
<th>(i) Certificate of registration, if registered  (ii) Trust Deed (iii) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/ managers/ directors and their addresses.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity and addresses of the founder, the managers / Directors and the beneficiaries</td>
<td>(iv) Any officially valid document establishing the proof of existence and proof of address of the entity.</td>
</tr>
<tr>
<td>Identity of signatories</td>
<td>(v) Power of Attorney granted to transact business on its behalf</td>
</tr>
</tbody>
</table>

PAYMENT MODE

1- The one time e-Auction registration fee, EMD, Cost of Land / Property and any other charges payable to UIT can be deposited in prescribed dedicated bank account by any of the following modes:-

- Cash / Demand Draft /Pay Order drawn on any Scheduled / Nationalized Bank drawn in the favour of Secretary, Urban Improvement Trust, Udaipur payable at Udaipur through computerized challan generated by UIT.

- Online Payment facility – Online transfer option made available by UIT.

2- The realization of amount will be effective only after it is credited in UIT Account.

INSPECTION OF LAND/PROPERTY

1. Land / Property will be auctioned on “AS IS WHERE IS BASIS”.

2. The bidder must to visit and examine the Land / Property at his own cost and be satisfied before participating in the Auction process. No claim what so ever will be entertained once the Land / Property is auctioned.

TERMS & CONDITIONS

A. General:
Urban Improvement Trust, Udaipur


1. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other bidders which shall otherwise make him ineligible.

2. The bidder shall not directly or indirectly damage or cause to damage any computer, computer system or computer network, data, data base or any other programme residing in such computer, computer system or computers network failing which he/she shall be liable to prosecution under IT Act, 2008 as well as in under Indian Penal Code.

3. Land will be sold on the basis of Annual Urban Leasehold of which the period will be of 99 years.

4. The Bidder shall not divulge either his Bids or any other exclusive details of Urban Improvement Trust, Udaipur or to any other party.

5. The decision of competent authority (chairman) of Urban Improvement Trust, Udaipur shall be final and binding on all the Bidders.

6. Urban Improvement Trust, Udaipur shall not have any liability towards the Bidders for any interruption or delay in access to the site irrespective of the cause.

7. Urban Improvement Trust, Udaipur is not responsible for any damages what so ever, including damages on account of any negligence on their part.

8. UIT will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

9. NRI need to comply with the RBI / FEMA / Indian Income Tax and other laws of land before participating in this bid. UIT shall not be responsible for any non-compliance and the risk and cost shall be of that NRI.

B. Property Specific:

1. The Bidder is required to study the property specific Terms & Conditions for the proposed Property / Land scheduled for Auction and be satisfied before participating in the Auction process.

2. The property specific Terms & Conditions shall form the integrated part of the Auction document and the Bidder would be responsible to comply the same. The Bidder is also required to sign these Terms & Conditions and submit along with Price Confirmation Letter.

3. The prevailing provisions of Rajasthan Urban Improvement Trust (Disposal of Urban Land) Rules 1974, other relevant Rules, Byelaws, Guidelines, Circulars and Orders of Government of Rajasthan and/or UIT will also be applicable and binding on the Bidders besides the provisions mentioned in this document. If there is any difference in the provisions contained in this document and the above mentioned rules and regulations, the provisions of this document will have the overriding effect to that extent only.
4. If there is any dispute on interpretation of any of the provisions, the same must be brought to the notice of UIT in writing at least three days before e-Auction start date. The decision of UIT shall be final and binding.

5. The Bidder must participate in the Auction process only after being fully satisfied.

DISPUTE RESOLUTION

Any disputes arising out of this e-Auction shall be subjected to Jurisdiction of Udaipur, Rajasthan (India) Courts only.

Secretary,
UIT, Udaipur