

Ajmer Development Authority

e-Auction User Manual

नोट :- नीलामी के भूखण्डों में निम्न शर्तें प्रभावी रहेंगी :-

1. आवासीय एवं व्यावसायिक भूखण्ड 99 वर्षीय लीज पर विक्रय किये जा रहें हैं।
2. नीलामी में भाग लेने वाला/वाले व्यक्ति नीलामी में चाहे गये भूखण्ड का पहले स्वयं मुआयना कर लें। विशेषकर कॉर्नर भूखण्डों का माप व आकार मौके पर कम या अधिक हो सकता है। जिसके क्षेत्रफल अनुसार राशि की गणना की जाएगी। संशोधित क्षेत्रफल क्रय करने के लिए क्रेता बाध्य होगा एवं इस बाबत अन्यथा कोई क्लेम नहीं करेगा।
3. मौके पर जिस स्थिति में भूखण्ड स्थित है उसी स्थिति में बेचा जाएगा। नीलामी यह मानकर की जाएगी कि नीलामी में भाग लेने वाले उस भूखण्ड का मुआयना कर चुके हैं। नीलामी छूटने के उपरान्त कोई क्लेम स्वीकार्य नहीं होगा। कॉर्नर भूखण्डों के क्षेत्रफल में परिवर्तन संभव है।
4. नीलामी समिति भूखण्डों की पूर्व में प्राप्त बोली भूखण्ड की स्थिति एवं नीलामी प्रतिस्पर्धा को मध्यनजर रखते हुए प्राप्त बोली पर नीलामी छोड़ने या नीलामी निरस्त करने हेतु अधिकृत होगी।
5. नीलाम भूखण्ड के पेटे समस्त देय भुगतान ऑनलाईन बैंकिंग (Online Banking)के माध्यम से ही देय होगी/स्वीकार्य होगी।
6. सफल बोलीदाता को बोली छूटने पर भूखण्ड की कुल कीमत की ¼ राशि इस प्रकार जमा करानी होगी :-
यदि एक चौथाई राशि (i) 20 लाख, तक दो दिवस में (ii) 20 लाख से अधिक किन्तु 40 लाख तक, तीन दिवस में (iii) 40 लाख से अधिक किन्तु 60 लाख तक, चार दिवस में (अ) 60 लाख से अधिक, सात दिवस में जमा करानी होगी।
7. अमानत राशि नीलामी में बोली लगाने से पूर्व जमा करानी होगी।
8. आरक्षित दर की गणना केवल मात्र शहरी जमाबन्दी हेतु मान्य है।
9. बोली प्रारम्भिक दर से शुरू की जावेगी। न्यूनतम बोली आवासीय एवं व्यावसायिक भूखण्ड हेतु 50/- रुपये से कम स्वीकार नहीं की जायेगी।
10. बकाया 3/4 राशि श्रीमान् अध्यक्ष महोदय द्वारा नीलामी स्वीकृति की दिनांक से एक माह के अन्दर-अन्दर जमा करानी होगी। इस बाबत भूखण्ड क्रेता को स्वयं को व्यक्तिगत ध्यान रखना होगा।
11. अनुसूचित जाति व अनुसूचित जनजाति हेतु आरक्षित व्यावसायिक भूखण्डों हेतु बोलीदाताओं को इस सम्बन्ध में प्रमाणित दस्तावेज वेब साईट पर अपलोड(Upload) करने होंगे।
12. 300 वर्ग मीटर से अधिक क्षेत्रफल वाले आवासीय भूखण्डों पर नीलामी दर के अलावा बी.एस.यू.पी के 10/- प्रति वर्ग मीटर की दर से एवं व्यावसायिक भूखण्डों में 25/- प्रति वर्गमीटर की दर से अतिरिक्त देय होगी।
13. शहरी जमाबन्दी आवासीय भूखण्डों में आवासीय आरक्षित दर का 2.5 प्रतिशत तथा व्यावसायिक भूखण्डों हेतु आवासीय आरक्षित दर का 5 प्रतिशत प्रतिवर्ष देय होगी। जो प्रथम 5 वर्ष के लिए क्रमशः 1.25 प्रतिशत व 2.5 प्रतिशत देय होगी।
14. किसी भी विवाद की स्थिति में अध्यक्ष महोदय का निर्णय अन्तिम सर्वमान्य होगा।

20/3/15
सहायक निधि प्रबन्धक
अजमेर विकास प्राधिकरण, अजमेर

AJMER DEVELOPMENT AUTHORITY, hereby referred to as **ADA**, has decided to make sale of Properties through online forward e-Auction mode. ADA 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 ADA, Ajmer through their officers.
 2. **Auction Committee:** A Committee constituted by ADA, Ajmer for Auction.
 3. **Service Provider:** E-connect Solutions Pvt Ltd, Udipur, appointed as service provider to facilitate e- Auction on Internet by ADA, Ajmer.
 4. **Bidder:** Any person 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, ADA, Ajmer will decide upon the winner based on the highest bid placed for the property under auction and subsequent acceptance of chairman ADA, Ajmer. The decision of chairman ADA, Ajmer will be final & binding on all the bidders.
 6. **Registration:** The bidder is required to be listed with ADA, Ajmer 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 ADA, Ajmer.
 8. **Starting Bid Rate 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.
 11. **H1 Price:** It is the highest value placed in the bid at any point of time during the auction for the property.
 12. It will be visible to all the bidders on the screen and the bidders can bid an amount of “**H1price plus incremental value or in multiples of incremental value**” only.
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13. **Incremental value:** Incremental Value will be decided by ADA, Ajmer. 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.
14. **BSP:** It refers to the “Bid Start Price” which shall be decided by the ADA, Ajmer 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.
15. **Cost Of Property:** Sale of cost of land/Property calculated on the basis of Property Area x Bid Price accepted by ADA, Ajmer.

PARTICIPATION/APPLICATION PROCESS

1. **Registration of Bidder:**

- a. Bidder can apply for registration through ADA, Ajmer website along with “e-auction registration Fee” (non-refundable) as mentioned below:

Plan	Period of <u>Registration</u>	Amount
1 Month	30 Days	100/-
Quarterly for 3 Months	90 Days	250/-
Half Yearly	180 Days	500/-
Yearly	365 Days	1000/-

- b. User ID & Password will be the same as mention in registration form by Bidder. Activation of registration will be effective only after payment deposit verification by bank.
- c. Once the Bidder is registered with ADA, on expiry of registration period the bidder can apply for re-activate his account after submission of e-auction registration Fee. If required ADA may ask to re-submit the documents for verification.

2. **Participation in e-Auction:**

Online Participation Request will to be received by bidder as per advertisement which will be made in Print Media / Website of ADA.

3. **Earnest Money:** Apart from one time e-auction registration fee and e-Bid participation 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 ADA. Earnest Money will be non-transferable to the other Bidder or any other property to be purchased by the same Bidder.

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

S.No	Issues	Contact Person
1.	Auction Process	Sh Hajari Ram Sirvi
2.	Land Title, Location & Revenue Record	Sh Rajesh Ajmera
3.	Information Technology (IT) Support	Sh Mohd. Javed

PROCEDURE AUCTIONING

1. ADA, Ajmer 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 auction from this Price onwards only. Hence, the first online bid that comes in the system during the online 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 Ajmer Development Authority 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 Auction shall be open for a specified period as per publication issued by ADA for each property. The closing time and date of auction may be extended at any time.
6. ADA, Ajmer reserves rights to cancel the highest bid in any condition what so ever. The Notice for such cancellation shall be duly notified on the e-Auction portal.
7. 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.
8. During Auction, if no bid is received within the specified time or bid is cancelled as per point number 6 above, ADA, Ajmer, at its own discretion, may decide to re-invite the bid / scrap the e-auction process / proceed with conventional mode of auctioning.
9. 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.
10. 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
11. The Bidder must read the terms and conditions of the e-auction very carefully for participating in bidding process.
 12. ADA, Ajmer 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.
 13. ADA, Ajmer 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 ADA, Ajmer by online option only.
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 ADA, ajmer.
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. ADA 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, ADA will intimate the successful / highest bidder through a **“Confirmation of Auction Cum Demand Letter”** whose highest bid is accepted by the ADA, Ajmer through an Web portal/ 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. In case of failure to pay the required Bid Amount within the stipulated time, the entire EMD amount, deposited by the Bidder will be substantively forfeited and ADA shall have the absolute right to re-auction such property immediately in the next auction without any further intimation to the successful bidder.

KYC COMPLIANCE

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

Features	List of valid KYC Documents
Individuals ➤ Legal name and any other names used	(i) Passport (ii) PAN Card (iii) Voter's Identity Card (iv) Driving License (v) Identity Card (subject to the Company's satisfaction) etc. (Any One)
Address	(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account statement /Pass Book (iii) Ration Card (iv) Letter from employer (Subject to satisfaction of the Company) (v) Latest Rent / Leave & license agreement etc. (Any One)
Companies ➤ Name of the Company, Principal place of business ➤ Address of the company ➤ Identity of signatories	(i) Certificate of incorporation and Memorandum & Articles of Association (ii) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account (iii) Power of Attorney granted to its managers, officers or employees to transact business on its behalf (iv) PAN card or copy of PAN allotment letter (v) Any other officially valid Company (vi) Any officially valid document to identify the signatories (vii) Certificate of Commencement of Business etc
Partnership firms ➤ Legal name and address ➤ Identity of all partners and their addresses ➤ Identity of signatories	(i) Registration certificate, if registered (ii) Partnership Deed (iii) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf (iv) Any officially valid document identifying the partners and the persons holding the Power of Attorney and their addresses (v) Proof of existence & proof of address of the firm etc.
Trusts & foundations	(i) Certificate of registration, if registered (ii)

<ul style="list-style-type: none"> ➤ Identity of trustees, settlers, beneficiaries & signatories ➤ Identity and addresses of the founder, the managers / Directors and the beneficiaries ➤ Identity of signatories 	<p>Trust Deed (iii) Power of Attorney granted to transact business on its behalf (iv) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/ managers/ directors and their addresses. (v) Resolution of the managing body of the foundation/ association (vi) Any officially valid document establishing the proof of existence and proof of address of the entity to the satisfaction of the Company.</p>
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PAYMENT MODE

1. The one time e-Auction registration fee, EMD, Cost of Land / Property and any other charges payable to ADA can be deposited in prescribed dedicated bank account by any of the following modes:-
Online Payment facility – Credit/Debit Card Netbanking,
2. The realization of amount will be effective only after it is credited in ADA Account.

INSPECTION OF LAND / PROPERTY

1. Land / Property will be auctioned on “AS IS WHERE IS BASIS”.
2. The bidder is advised 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 Conditions :

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. Land will be sold on the basis of Annual Urban Leasehold of which the period will be of 99 years.
3. The Bidder shall not divulge either his Bids or any other exclusive details of Ajmer Development Authority or to any other party.
4. The decision of competent authority of Ajmer Development Authority shall be final and binding on all the Bidders.
5. Ajmer Development Authority shall not have any liability towards the Bidders for any interruption or delay in access to the site irrespective of the cause.
6. Ajmer Development Authority is not responsible for any damages what so ever, including damages on account of any negligence on their part.
7. ADA, Ajmer 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.

DISPUTE RESOLUTION

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