

Terms and Conditions

Ranchi Smart City Corporation Limited, hereby referred to as **RSCCL**, has decided to make sale of Land through online forward e-Auction mode. RSCCL has decided for forward auction; e-payment integrated gateway, Bidder management etc. Please go through the guidelines given below.

Unless repugnant to the context, or explained by any other way, the following terms shall imply, for the purposes of these rules, as follows:

1.1 “Act” means the Jharkhand Municipal Act, 2011 including all its amendments as may be notified by the State Government from time to time;

1.2. “Agency” means a business or organization providing a particular service on behalf of another business, person, or group;

1.3. “Allotment” means the transfer of ownership and/or the grant of rights of usage of any property by RSCCL to allottee for any purpose(s) as may be specified by RSCCL, or as may be determined jointly between such person and RSCCL in accordance with the applicable laws in force;

1.4. “Allottee” means a person:

- (i) in whose name an allotment has been made by RSCCL;
- (ii) to whom the ownership rights and/or the rights associated with the use of such land and/or any other fixed asset(s) for a specified purpose has been accorded by RSCCL;

1.5. “Annual Lease Rent” means the consideration levied by RSCCL from an allottee for the rights associated with the use of such land and/or any other fixed asset(s) for a specified purpose as agreed between the allottee and RSCCL, but excluding statutory levies as may be applicable under prevailing law;

1.6. “Apartment Ownership Act” means the Jharkhand Apartment (Regulation & Ownership) Act, 2011 including all amendments as may be notified by the Government from time to time;

1.7. "Appropriate Government" means the Government of India or Government of Jharkhand, as the case may be;

1.8. “Auction Committee” means the committee constituted for the purpose of setting up pre-qualification criteria for applicants and conduct of auction for land and other fixed assets under these rules;

1.9. “Base Price” means the price which is fixed by RSCCL for the purpose of this rule;

1.10. “Board” means Board of Directors of RSCCL;

1.11. “Commercial use” shall mean the use of any land and/or building for purposes defined in section 13.1.3. of this rule;

1.12. "Companies Act" means the Companies Act, 1956/2013 including all its amendments made from time to time as may be notified by the Government from time to time;

1.13. "Competent Authority" means an Authority notified by the Government of Jharkhand and/or Government of India;

1.14. "Compoundable Violation" means a violation which can be compounded after compensating RSCCL, and/or the concerned Public Authority;

1.15. "External Development Works" include roads and road systems, landscaping, water supply, sewerage and drainage systems, electricity supply, transformer, electric sub-stations, solid waste management system and disposal or any other infrastructure works which may have to be executed by RSCCL for a project, as may be provided under the local laws or as required;

1.16. "FAR"-Floor Area Ratio as defined in Jharkhand Building Bye laws 2016 (JBBL);

1.17. "Freehold Sale" means the sale in which property and title is transferred to the allottee upon successful payment of full Offer Price after allotment in stipulated time period;

1.18. "GRIHA", refers to Green Rating for Integrated Habitat Assessment including all its amendments as may be notified from time to time;

1.19. "Institutional Use" shall mean the use of any land and/or building for purposes defined in section 13.1.1. of this rule;

1.20. "JBBL" refers to Jharkhand Building Bye Laws, 2016 including all its amendments as notified by the Government from time to time;

1.21. "Joint Development Agreement" means an arrangement between RSCCL and one or more person(s), who have agreed to jointly develop or re-develop or retrofit any plot(s) or building(s);

1.22. "Land" means the land or any plot thereof which is acquired by, vested in, or belonging to the RSCCL including the land allotted under these Rules;

1.23. "LARR Act" means The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013, including all its amendments as notified by the Government from time to time;

1.24. "Lease" shall have the meanings assigned to them under section 105 of the Transfer of Property Act, 1982;

1.25. "Leasehold basis" means the right to hold or use property for a fixed period of time at a given price, without transfer of ownership, on the basis of a lease contract, as indicated in section 10 of this rule;

1.26. "Lessee" shall have the meanings assigned to them under section 105 of the Transfer of Property Act, 1982;

1.27. "Market Price" shall have the same meaning as "Market Price" in section 26 of the LARR Act;

1.28. "Mixed Use" shall mean the use of any land and/or building for purposes defined in section 13.1.5. of this rule;

1.29. "Municipal Corporation" means the Municipal Corporation of Ranchi, established under the Jharkhand Municipal Act, 2011;

1.30. "Non-Compoundable Violation" means a violation which cannot be compounded;

1.31. "Offer Price" means the final price payable by the allottee to RSCCL;

1.32. "Payment against demand letter" shall mean any consideration, which may be levied by RSCCL on any allottee for any asset where such levy has been agreed to in the terms of allotment, prior to granting possession of land and/or building(s) or such other assets to the allottee;

1.33. "Person" for the purpose of these rules includes, —

- (i) an Individual;
- (ii) a Hindu Undivided Family;
- (iii) a Company as defined under Companies Act, 1956/2013;
- (iv) a Firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;
- (v) a Competent Authority;
- (vi) a Co-operative Society registered under any law relating to co-operative societies;
- (vii) a Trust whether public or private;
- (viii) any such other entity as the Appropriate Government may, by notification, specify in this behalf;

1.34. "Plot" means parcel of land set apart for development and/or forming part of the sanctioned master plan or a scheme prepared by RSCCL and includes the construction there on;

1.35. "Promoter" or "Developer" shall have the same meaning as "promoter" as per section 2 of Real Estate (Regulation and Development) Act, 2016;

1.36. "Property" shall have the same meaning as the term "immovable property" as defined in section 3 of General Clauses Act, 1897;

1.37. "Property Tax" is the tax applied directly on the property as per rules notified by the State Government from time to time and shall be payable to RSCCL by the property owner;

1.38. "RERA" means The Real Estate (Regulation & Development) Act, 2016, including all its amendments as notified by the Government from time to time;

1.39. "Reserve Price" means the minimum price, below which land shall not be allotted to any allottee by RSCCL;

1.40. "Residential Use" shall mean the use of any land and/or building for purposes defined in section 13.1.2. of this rule;

1.41. "RSCCL" means Ranchi Smart City Corporation Limited;

1.42. "State Government", unless specified otherwise shall imply the Government of Jharkhand.

Bidding Currency: Bidding will be conducted in Indian Rupees (INR) only.

2. Terms and Conditions

A. General:

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. All the residential allotment shall be offered on freehold basis to the allottee with a condition to complete the project within five years and obtain completion certificate.
3. Except the residential allotments, all other allotments of land (plots) will be done on Leasehold the basis for the period of 99 years.
4. The Bidder shall not divulge either his Bids or any other exclusive details of Ranchi Smart City Corporation Limited or to any other party.
5. The decision of competent authority of Ranchi Smart City Corporation Limited shall be final and binding on all the Bidders.
6. Ranchi Smart City Corporation Limited shall not have any liability towards the Bidders for any interruption or delay in access to the site irrespective of the cause.
7. Ranchi Smart City Corporation Limited is not responsible for any damages what so ever, including damages on account of any negligence on their part.
8. RSCCL 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 are advised to comply with the RBI / FEMA / Indian Income Tax and other laws of land before participating in this bid. RSCCL 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.
3. The prevailing provisions of Jharkhand Smart Cities Land and Other Fixed Assets (Utilization, Allotment and Disposal) Rules, 2019, other relevant Rules, Byelaws, Guidelines, Circulars and Orders of Government of Jharkhand and/or RSCCL 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 into the notice of RSCCL in writing be for at least 3 days of scheduled start Auction date. The decision of RSCCL 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 Ranchi, Jharkhand (India) Courts only.

Portal Policy

Welcome to Ranchi Smart City Corporation Land-e-Auctions System

On this page, you shall find information about different Auction documents for Ranchi, Jharkhand, issued by the Departments, Directorates, statutory organisations, Local bodies and Undertakings / Boards.

This Service is being provided by the Jharkhand Government in association with Ranchi Smart City Corporation to facilitate faster dissemination and easy access to information related to Land-e-Auctions. However, the Auctions are owned, published and maintained by the concerned Government Department.

The Auction Publishing Authorities of Ranchi smart City Corporation Limited are responsible for their accuracy, authenticity and validity.

FAQ's

Question1: Where and how to Register for Land-e-Auction?

Answer: Website Link <https://eauction.rscl.in/> and register as a new login.

Question2: What are the documents required for Registration?

Answer: No documents required for registration.

Question 3: How to Participate in Bid?

Answer: Log in to <https://eauction.rsccl.in/> Login with your email ID and password . Select the property you want to bid ,pay application processing fees, upload documents and Application fees in form of Bank Guarantee/DD ,Gets verified and approved by RSCCL ,become an eligible bidder and enter the Bid value in your bidding window and submit.

Question 4: What is Processing Fees?

Answer: If the intending bidder intends to participate in e-auction process he has to pay a non-refundable application processing fee of 0.01 percent (rounded off to the nearest hundred) of the Reserve Price for each property that is placed for allotment.

Question 5: What is EMD/Application Fee?

Answer: **Earnest Money Deposit/Application Fee:** Eligible bidder has to pay a refundable application fee (EMD) of **five percent (5%) of the Reserve Price** for participating in the bid process of a particular plot.

Question 6: What are the modes of the payment?

Answer: 1. You can pay Application Processing fees with Online Net banking /RTGS /IMPS / Challan filed at designated post office or commercial Bank.
2. For Application Fees, payments can be made through Bank Guarantee / DD

GUIDELINES TO PARTICIPATE IN AUCTION PROCESS.

A. AUCTION PROCESS

1. Registration

Any Citizen of India may participate in e- auction process for allotment of plot in the ABD Area of Ranchi Smart City.

For participating in e-auction any citizen of India/Intending bidder will be required to register himself/herself and obtain user ID and password on the e-Auction portal i.e. (<https://eauction.rsccl.in>)

- After registration, if the intending bidder can view all land auction/notices as well as view all bids (Upcoming). He can also view the details of plots.
- If the intending bidder intends to participate in e-auction process he has to pay a non-refundable **application processing fee of 0.01 percent** (rounded off to the nearest hundred) of the Reserve Price for each property that is placed for allotment.
- Application processing fee may be paid in any manner specified by RSCCL, as listed below: (1) Demand Draft, (2) NEFT/ RTGS/ SWIFT transfer, (3) Challan

filed at designated post office or scheduled commercial bank, (4) any other digital method as mentioned by RSCCL.

- Applications shall be accepted only up to a particular date and time as decided by RSCCL. Applications and/or payments made after the deadline shall not be accepted.
- Once the intending bidder is shortlisted for participation in e-auction will be informed by e-mail and notification uploaded on the e-auction portal.

2. Bidding Process

- Eligible bidder has to pay a refundable application fee (EMD) of **five percent (5%) of the Reserve Price** for participating in the bid process of a particular plot.
- Once the bid start the intending bidder can place his bids for the plot.
- The highest bidder will be the successful bidder (**H₁**) and plot will be allotted after the bid timing ends.
- If H1 does not turn up then H2 will be offered in H1 price and Plot will be allotted to H2 bidder and so on.
- In case of the winning bidder not honoring the commitment, in case of winning the auction, such amount will stand forfeited along with any claims that RSCCL may place as damages on account of losses if any, suffered by RSCCL in the process.
- In case of successful bidders, application fee/EMD in form of Demand Draft shall be adjusted in the Offer Price. In the case of unsuccessful bidders, the application fee shall be refunded without any interest accrued within the time such amount is held by RSCCL.
- A person may apply for allotment of more than one property. In such case, the applicant has to apply separately for each property.

3. Conduct Of Auction For Sale Or Allotment Of Leasehold Rights

All auctions shall be conducted electronically through a website specifically designated or co-opted by RSCCL, who shall also take the necessary steps in listing the auction process and steps.

Provided that, the selection or usage of such websites, portals as may be prescribed shall be approved by RSCCL after having taken due consideration of security and risk of information.

- 1.1 RSCCL shall intimate all applicants, who have been assigned an acknowledgment number and who have expressed interest in a property that is to be allotted through auction, about the date and time of the auction.

Provided that, any person who has received a acknowledgment number, but has not been intimated of the auction, may also participate in the auction using the acknowledgment number/slip.

- 1.2 On the appointed day, RSCCL will conduct the auction process after duly verifying that the participants in the auction, are ones who have previously registered for allotment;
- 1.3 Bids will be placed on the actual Reserve Price to be paid for the property as determined by RSCCL. In effect, a bidder cannot bid for a unit rate or for a lease period that is different from what is on offer.
- 1.4 The results of the auction shall be recorded by the website as indicated above and also recorded by the competent representative of RSCCL and placed on its website. The winning bids will be listed by (1) application acknowledgment number and (2) winning bid amount.