

DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION (2019-20)

OF

Commercial Properties on 'as is where basis'

(Complete offer document is available on e-auction website www.tenderwizard.com/DDAAUCTION and DDA website www.dda.org.in. Corrigendum, if any, shall only be available on above websites.)



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Schedule of Bidding Process

E-Auction of Commercial Properties on 'as is where basis'

1.	Issue of Notice for e-auction of Commercial Properties	10.08.2019
2.	Help Desk operational for training and information on e-auction	13.08.2019 onwards
3.	Period of availability of application for e-auction /offer documents on www.tenderwizard.com/DDAAUCTION	13.08.2019 onwards
4.	Last Date of online submission of mandatory document with EMD.	06.09.2019 up to (6:00 PM)
5.	Reserve Price of the Commercial Properties	As per ANNEXURE: I
6.	Date of online bidding under this e-auction	11.09.2019 (02:00 PM – 05.00 PM)

(Any changes in above schedule will be notified only on DDA website www.dda.org.in and e-auction website www.tenderwizard.com/DDAAUCTION)





DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.



GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. Delhi Development Authority (DDA) invites e-Auction for the of sale of Commercial Plots as per details described at ANNEXURE: I under the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981, on 'as is where is basis' as per the Terms and Conditions Described in the Auction Document. It will be presumed that the bidder has visited the site and satisfied himself/herself with the prevalent site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.

1.1 Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.

1.2 **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.

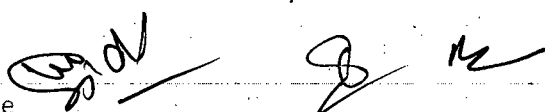
1.3 **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.4. **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.5 **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DDA website www.dda.org.in or e-auction website www.tenderwizard.com/DDAAUCTION free of cost.

1.6. **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.7 **Amendment of E-Auction Document:** At any time prior to the Proposal Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the **E-Auction** Document. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

1.8 Confidentiality: Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.9 DDA's Right to Accept or Reject Proposal: DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

1.10 Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

1.11 Disputes: In case of disputes, only Local Courts in Delhi shall have jurisdiction or through Arbitration as per Indian Laws. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to this project. Any Dispute shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted in Delhi. The arbitration proceedings shall be conducted in the English language.



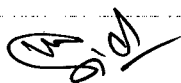
CHAPTER – I E-AUCTION DETAILS FOR PRESENT PROJECT

2.1 Eligibility:

- i) Any person, who has attained majority, a group of persons, Firm, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, or Registered Co-operative Society may participate in the e-auction and submit bid for the allotment of the commercial plots on free hold rights basis. No Bid shall be accepted if given in the name or on behalf of a proposed company.
- ii) The bidder/auctioneer must be a Citizen of India and he/she should be competent to auction into a contract.
- iii) No change in name of the auctioneer will be allowed under any circumstances.
- iv) NRIs and PIOs may also participate in the e-auction programme as per the Notification No.FEIA/212000/RB dated 03.05.2000. issued by RBI. FDI upto 100% is permitted on automatic route in the Commercial & tourism sector and subject to other rules and regulations framed in this behalf.

2.2 Earnest Money Deposit: To be able to participate in e-auction, the prescribed EMD amounting to 25% of the bid premium is to be submitted in two stages as follows:

- a) 5% of the Reserve price at first stage by all Bidders i.e. at the time of participation in the e-auction programme.
- b) 20% of the Bid premium and difference of 5% reserve price at second stage by successful bidder (H-1 Bidder) within seven days from the issue of LOI after acceptance of their bid by the competent authority.
- c) If the successful bidder fails to deposit balance 20 % EMD (second stage) in 7 Day's period then EMD of 5% Submitted at the time of Participation would be forfeited.
- d) The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on DDA's e-auction portal i.e. www.tenderwizard.com/DDAAUCTION. Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.
- e) No offer/bid shall be accepted without successful payment of Earnest Money Deposit.
- f) The Earnest Money Deposit will be adjusted in the payment against the premium of bid Payable to the Authority by the successful Bidder (H-1 Bidder).
- g) The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.
- h) Only the Bidders making payments of first stage EMD, will be allowed to participate in the e-Auction process.



2.3 Submission of the Bid:

2.3.1. The intending bidders can register/Participate in the bidding process once they get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DDAAUCTION.

2.3.2. For participation in this process, the intending Bidders are required to submit/ pay EMD amounting to 5% of the reserved price, as detailed in **clause 2.2** above. All payments are required to be made online.

2.3.3 Bid received by Post /Courier shall not be entertained.

2.3.4 Documents to be uploaded online along with Application Form:

- i) Scanned copy of Affidavit (format as per ANNEXURE: II)
- ii) Letter of Intent and Application (format as per ANNEXURE: III)
- iii) Application form (ANNEXURE: IV)
- iv) Copy of PAN Card.

2.3.5 Request form of each plot is to be submitted separately with separate EMDs.

2.3.6 Opening of Bids (Start date of online bidding)

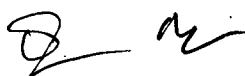

The e-auction will start from 11.09.2019 from (02.00PM to 05:00PM)

2.4 Evaluation of Bid

2.4.1 The accepting officer, subject to confirmation of the VC, DDA, normally accept the highest Bid for a plot, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the auctioneer without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

2.4.3 After the bids are confirmed/accepted by the Competent Authority, a communication shall be sent to the successful bidder and the second stage EMD (20% of the premium offered) to be submitted within 7 days from the Date of issue of LOI through online payment. In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (5% of the reserve price) submitted along the Bid shall be forfeited.



2.4.4 After deposit of second stage EMD, the DDA shall issue a Demand- cum-Allotment Letter for the plot to the bidder whose bid has been accepted through registered post calling upon him to remit the balance 75% amount/premium of the bid offered within 90 (ninety) days of issue of this Allotment Letter:

2.4.5 In case the payment of balance premium is not received within the stipulated period as indicated above and in the Demand-cum-Allotment Letter, the bid shall automatically stand cancelled and the entire EMD (25% of premium offered) shall stand forfeited without any notice. In that eventuality, DDA shall be compelled to re-auction the plot.

2.4.6 The VC or the Accepting Officer shall within 15 days of the date of completion of e-auction process, communicate to all other bidders, non-acceptance of their bids and return the earnest money received from them without any interest.

2.4.7 The bidder after submission of Bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.

2.5 Validity of Offer

The Bidders shall keep their offer valid for acceptance by the Competent Authority for a period of 180 days. If the bidder withdraws his offer within the period of 180 months, earnest money deposit paid by him shall be forfeited without any show cause notice. Demand-cum-Allotment letter will be valid for 180 days only from the date of issue and it will have ceased to be effective thereafter.

2.6 Right to reject bid

- i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.
- ii) The confirmation of the highest bid shall be the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason.
- iii) The EMD paid by the bidders, whose bids are not accepted by the Competent Authority, shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.



CHAPTER – II

TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION

1. Prospective bidders shall ensure the following before participating in e-auction.

- a) Participants have to get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DDAAUCTION by making online payment for Rs.2000 + Service Tax. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and at the Tender Wizard Helpdesk, C-62, 2ND Floor, Near Metro Pillar No.79, Preet Vihar, New Delhi – 110092.
- b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.
- c) Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
- d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
- f) Vendors should not use the same generated NEFT challan for multiple payments.
- g) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.
- h) Vendors should update the correct Account Number details in their profile for Refund process. If any discrepancy in the account number, Refund transactions will get reject and it takes around 10-15 days to get refund.

2. Time Extension:

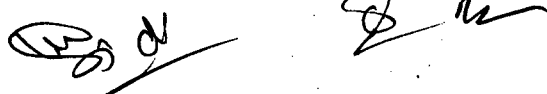
If any market leading bid (bid higher than the highest at the point in time) is received within the last Ten (10) minutes of closing time, the time of auction sale will get automatically extended by another Ten (10) minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended Ten minutes, the auction sale will be automatically closed at the expiry of the extended Ten (10) minutes.

3. Training and Assistance Booth for the prospective Bidders:

For facility of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

4. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

5. The bidders are required to quote for the rate with reference to the property put on e-auction over and above the reserve price mentioned in the ANNEXURE: I. E-auction will start and end as per schedule mentioned in offer



document. The bid for e-auction shall start with minimum one increment above the reserve sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-auction for rate mentioned in

ANNEXURE: I shall be as given in table below:

ANNEXURE: I	Rs. _____ per entity or multiple thereof
SI No. 1 to 30	Rs. 2,00,000 (Increment Value)

6. Facilitation charges will be paid by the successful bidder of each Plot to the e-auctioning agency engaged by DDA at the following rates:-

SI No.	Particulars	Charges
1	e-Auction value upto Rs.10 crores	0.95% of H1 bid value
2	e-Auction value from more than Rs. 10 Crore to Rs.25Crore	0.90% of awarded value as per the final bid of auction. Max. Cap – Rs.20,00,000/
3	e-Auction value for more than Rs. 25 Crore	Participation fee Rs.22, 50,000/- payable by successful bidder.

NOTE: Above mentioned payment + GST (As applicable) is to be made through online mode within 3 days of issue of LOI (Letter of Intimation), failing which no Demand Letter of the plot will be issued to the successful bidder.

7. Note of caution for the Bidders:

i) Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

ii) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

9. LOI (Letter of Intimation): The Letter of Intimation shall be issued to H-1 Bidder, online within 7 days of approval of the acceptance of bid by Competent Authority.

10. Acknowledgement of Letter of Acceptance (LOA): Within a maximum of 7 days from the date of issue of the Letter of Intimation, the H-1 Bidder shall acknowledge the receipt of LOA and give his concurrence by signing the letter and uploading it on the e-auction portal www.tenderwizard.com/DDAAUCTION

GENERAL TERMS & CONDITIONS OF THE E-AUCTION

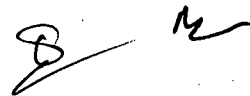

TERMS AND CONDITIONS OF AUCTION/GRANT OF FREEHOLD RIGHTS OF COMMERCIAL PLOTS FOR OFFICES, SHOPS, MULTI LEVEL PARKING, BANKS, BANQUET HALLS, NURSING HOMES, RETAIL / DEPARTMENTAL STORE & WAREHOUSES UNDER DDA (DISPOSAL OF DEVELOPED NAZUL LAND) RULES, 1981

3.1 Eligibility of Allottee

- i) Any person who has attained majority, a group of persons, Firm, Company, Proprietary Firm, partnership Firm, Registered Co-operative Society, Joint Venture or Consortium may bid for the allotment of the Commercial/Multilevel Parking plots on freehold rights basis. No bid shall be valid if given in the name or on behalf of a proposed company.
- ii) The bidder/purchaser must be a Citizen of India and he/she should be competent to enter into contract.
- iii) No change in name of the Bidder will be allowed under any circumstances.
- iv) The persons of India Origin (PIOs) may also participate in the auction programme as per Notification No FEMA/21 /2000/RB, dated 03.05.2000 issued by Reserve Bank of India.

3.2 Bidding for the Auction

- 3.2.1 The bid shall be for the amount of the premium offered for the freehold rights in the plot. The plot is being auctioned on 'as is where is basis' it will be presumed that the intending purchaser has inspected the site and satisfied himself with the prevalent site conditions in all respects including status of development/ infrastructural facilities available etc before participating in the bid and submitting the bid. The bidder cannot put any condition with his bid. No conditional bid will be entertained.
- 3.2.2 The accepting officer shall subject to confirmation of the VC, DDA, normally accept the highest bid for a plot provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.
- 3.2.3 The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve the right to reject all or any of the bidder without assigning any reasons. Any bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.
- 3.2.4 The bidder after submission of bid shall not be permitted to withdraw surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.
- 3.2.5 If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If DDA has to withdraw the Commercial plot from auction (including not handing over the Commercial plot to successful bidders due to any reason like excess area or less area, etc.) then the E.M. and premium deposited will be returned to the



auction purchaser without any interest up to a period of six months from the date of auction. Beyond six months period, DDA will pay an interest of 7% for the amount lying with DDA for such period.

3.2.6 **Brochure and the application form can be downloaded from our website www.tenderwizard.com/DDAAUCTION.**

3.2.7 In case of disruption of service at the service provider's end while the Forward Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Auction Inviting Authority in consultation with Application Administrator may decide to resume auction if required. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

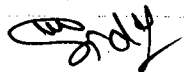
Note: The successful bidder may pay the cost of the plot by availing loan facility from financial institutions for which the DDA offer NOC/mortgage permission.

3.3 Acceptance/rejection of the Bid offered by the Competent Authority

- i) The Competent Authority shall be entitled to reject any bid without assigning any reason whatsoever and the decision of the Competent Authority in this regard shall be final and binding and shall not be called into question in any part of the proceedings. The EMD submitted along with bid, shall be returned within 15 days of the rejection of the bid by the Competent Authority without any interest if the bid offered is not accepted by the competent Authority.
- ii) The person shall not be permitted to withdraw/modify his bid after its submission.

3.4 Issue of Demand-cum-Allotment Letter to the Successful Bidder & Deposit Balance Premium

- i) The Demand-cum-Allotment letter will be issued to the highest bidder after acceptance of the bid by the Competent Authority. The highest bidder is required to deposit the balance 75% amount of the premium offered (i.e. the bid offered) within 90 (Ninety) days of the issue of Demand-cum-Allotment letter through a bank draft/challan only in the branches of Central Bank of India/State Bank of India, Vikas Sadan, INA, New Delhi and submit a copy of challan to the Dy. Director, CL, DDA as proof of having done so. The Vice-Chairman, DDA may extend the last date of payment of the balance premium, where he is satisfied that sufficient reasons exist for doing so, upto a maximum of 180 days subject to payment of interest on the balance premium/amount 012.5% per annum where the delay is 30 days or less and 15% per annum (for whole delay period) where the delay exceeds 30 days, provided that any such application for seeking extension of time should be submitted in person to the Deputy Director concerned at least 7 days before the last date for making the payment of the balance premium. The interest is applicable only on the delayed amount of the total amount due and to be computed on every 15 days basis

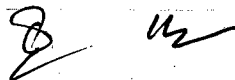


e.g. if the payment is delayed for 1 to 15 days interest is applicable for 15 day. Similarly if the delay is for 16 to 31 days interest is applicable for 30 days and so on.

- ii) Copy of site plan and four copies of the Conveyance Deed indicating-the amount on which the stamp duty is payable will also be issued at the time of the Demand-cum-Allotment letter to the successful bidder whose bid has been accepted by the Competent Authority to get the Conveyance Deed papers stamped from the Collector of Stamps.
- iii) In case the payment of balance premium along with interest is not received within the stipulated period as indicated above and in the Demand-cum-Allotment Letter, the bid shall automatically stand cancelled and the entire EMD (25% of the premium offered) shall stand forfeited without any notice. In that eventuality, DDA shall be compelled to re-auction the plot.

3.5 Issue of Possession Letter

- i) The possession of the plot will be given after payment of the balance premium and submission of the Conveyance Deed papers duly stamped by the Collector of Stamps Office. For this purpose four copies of Conveyance Deed along with the copy of site plan, indicating the amount on which stamp duty is payable, will be sent to the successful Bidder/Allottee to get the Conveyance Deed papers stamped from the Collector of Stamps. It shall be the sole responsibility of the successful Bidder/Allottee to submit the Conveyance Deed papers duly stamped by the Collector of Stamps along with the proof of payment & other relevant documents indicated In the Demand-Cum-Allotment Letter within prescribed period.
- ii) After making the payment of balance amount of premium offered, and submission of proof as indicated in Para 3.4 (I) above, the successful Bidder/Allottee shall appear before the Dy. Director (CL) in his office in person or through an authorized representative along with the terms and conditions of allotment of auction duly typed on a Non-Judicial Stamp Paper worth Rs. 100/- signed by the successful Bidder/Allottee and duly attested by a Notary Public, specimen signature of successful Bidder if an individual, of all the partners, if the successful Bidder is Partnership Firm or the person authorized by the company through resolution passed by the Board of Directors to enter into contract and take possession, in , case the successful Bidder is a company, as the case may be, duly attested by Notary Public/Gazetted Officer, 8 passport size photographs, one of which should be attested by a Gazetted Officer and Conveyance Deed paper duly stamped by the Collector of Stamps and other documents, if any, indicated in the Demand-cum-Allotment Letter. On submission of the above documents, the Possession Letter will be issued to the successful Bidder/Allottee. The Possession Letter so issued shall carry the date on



which the physical possession of the plot will be handed over to the successful Bidder/Allottee at site.

- iii) The size of the Commercial/Multilevel Parking plot announced by DDA at the time of the auction, being only approximate, the bidder whose bid is accepted shall have to accept variations upto 15% either way in the area of the plot for which his/her bid was offered subject to payment or the refund as the case may be, of the amount of the premium offered, for such varied area at the auction rate per sq. mtr. The auction rate per sq. mtr. for this purpose shall be calculated by dividing the amount of the premium offered by the highest bidder by the permissible built-up area (FAR) in respect of the plot.

3.6 Operations and Maintenance charges

- i) An independent O & M set-up is proposed to be put in place for the maintenance and management of the commercial complexes. This is different from the O & M set-up required for O & M of the internal building/development to be carried out by the allottee.
- ii) Each allottee will be required to pay monthly Operations and Maintenance charges based on actual Operations and Maintenance charges to the O & M set-up for the maintenance of common facilities, services and spaces of the retails, besides a start-up charge. A corpus fund would be formed out of the start-up charges so collected. The start-up and the recurring charges will be decided by DDA in consultation with the allottee proposed to be formed for the retails and the O & M set up.

3.7 Payment of other charges

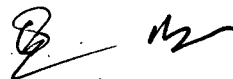
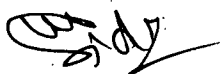
Stamp Duty, other legal documentation charges, Electricity/Water and other charges, Property Tax are to be borne by the purchaser/allottee.

3.8 Provision for Settlement of Disputes

In case of any dispute between the parties in respect of interpretation of this agreement, such disputes shall be referred to the Vice-Chairman of the Authority. The Vice-Chairman, DDA shall be empowered to adjudicate and decide the disputes, if any, between the parties and his decision shall be final, conclusive and binding on both the parties. The venue of the arbitration shall be in Delhi.

3.9 Compliance with Statute, Regulations

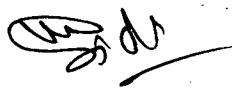
The allottee shall comply with all Statutory Provisions, Rules and Regulations, Bye Laws, etc. in all respects, including paying all fees, taxes in accordance with the provisions of:



- i) Any Central or State Enactment, Ordinance or other Statute, or any regulation, or bye law of any local or other duly constituted authority in relation to the execution and completion of works and the remedying of any defects therein, and.
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the implementation of the Project.
- iii) Each allottee will be required to seek approvals/clearances in respect of their project for all Services from all local authorities including Fire Deptt./Electricity Board/Agencies/Civil Aviation/DPCC/MOEF & abide by all conditions as per their guidelines.

3.10 Execution of Conveyance Deed and other main conditions of Tender

- i) The Bidder/Allottee shall execute the Conveyance Deed in the said form (Chapter-IV) of this Documents) within 3 months from the date of issue of Letter of Possession
- ii) The Commercial/Multilevel Parking plot will be auctioned on freehold basis.
- iii) The successful Bidder/Allottee shall have to erect and complete the building (along with the parking/landscape/plaza/piazza area) in accordance with the type, design, and other architectural features prescribed by Delhi Development Authority, after obtaining and in accordance with the sanction of the building plans, with necessary designs, plans and specifications from the proper Municipal and other authorities including DUAC concerned in accordance to prevailing rules, Building Bye-laws etc., as the case may be. The Allottee shall not start construction before the said plans etc. are duly sanctioned by the Authorities aforesaid. The Allottee shall not start any activity connected with construction before the execution/registration of Conveyance Deed.
- iv) The parking lot and landscape area/piazza shall be constructed/developed in accordance with the type, design and architectural features prescribed by Delhi Development Authority and in accordance with the respective rules, by-laws after obtaining the building plans duly sanctioned by DDA/concerned authorities.
- v) The Allottee shall construct and complete the Commercial/Multilevel Parking building and the parking complex/landscape area simultaneously.
- vi) The plot or building thereon shall not be used for a purpose other than that specified in the architectural controls prescribed by DDA. The architectural control drawings will be supplied by the Office of Chief Architect, DOA on payment to the Allottee/Successful Bidder who, shall carry out the- Construction on the plot in accordance with the same.
- vii) The successful Bidder/Allottee shall not deviate in any manner from the layout plan nor alter the size of the plot for the said purpose either by sub-division, amalgamation or otherwise



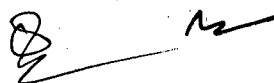
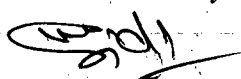
- viii) The Allottee shall be required to return the Conveyance Deed papers duly stamped from the Collector of Stamps before obtaining the possession of the plot.
- ix) The successful Bidder/Allottee shall be liable to pay and discharge all rates, taxes, charges and assessments of every description in respect of the plot or the building whether assessed, charged or imposed on the plot or on the building constructed or on the landlord or tenant in respect thereof.
- x) The successful Bidder/Allottee shall not, however, sub-let the whole or any part of the building that may be erected upon the plot for the purpose other than as specified in the architectural controls referred to above.
- xi) Any money due to DDA or the Vendor in respect of the plot or the building erected thereupon shall be recoverable as arrears of land revenue.
- xii) The Successful Bidder/Allottee shall not without sanction or permission in writing of the proper Municipal or other authorities concerned erect any building or make any alteration or addition to such building on the Plot/apartment.

3.11 Provision for Electric Sub-Station and Booster Pumping Stations

- i) Each plot holder shall earmark within his own plot area/basement, space for construction of ground reservoir/booster pumping station and it will be his sole responsibility to construct the reservoir and booster pumping station to supply water to all floors of his complex DDA/MCD will supply the water at ground level only.
- ii) The plot holder shall also reserve a space for installation of electric sub-station within the building in consultation with the ESES / NDPL and the MCD / Local authorities concerned.
- iii) Allottee shall provide the facilities of toilet and garbage disposal for the working laborers at the site and ensure that cleanliness and hygiene at the site is maintained and that the working laborers do not spoil other parts of the complex.

3.12 Approval of Drawings

The control norms as specified and the details of the plot and site plans as described in the Tender are sufficiently exploratory. However, the purchaser will obtain detailed control drawings from the Office of Chief Architect to formulate the proposals for submission to DOA/concerned authority for approval in accordance with building bye-laws. Any deviation from controls should be submitted through a qualified Architect of repute to the DUAL for approval with a copy to Chief Architect, DDA. All the mandatory controls are to be observed by the plot owner and his architect. The owner has also to reserve a space for an electric sub-station within the building as per the requirements of statutory electricity regulatory authority/BSES/NDPL.



3.13 Cost and Transfer Duties

The cost and expenses of preparation, stamping and registering the Conveyance Deed and its copies and all other incidental expenses shall be paid by the allottee/successful bidder, The allottee shall also pay the duty on transfer of immovable property levied by any other authority.

3.14 For any violation/breach of the terms and conditions as mentioned aforesaid, the allotment to the successful Bidder/Allottee shall be liable to be cancelled and the Allottee/successful Bidder shall not be entitled to any compensation whatsoever, nor to the return of any premium to them.

Signature
(Of the highest Bidder/on his/her
behalf/on behalf of the applicant)

Date: _____

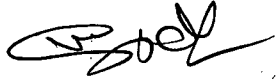
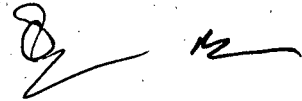
Place: _____

Countersigned by _____



(For & on behalf of DDA)

(Further, these Terms & Conditions & Conveyance Deed to be typed on non-judicial stamp paper worth Rs. 10/- and to be submitted before obtaining the possession of the plot by the successful bidder on his/her behalf)

A handwritten signature in black ink, appearing to be 'Rajesh'.A handwritten signature in black ink, appearing to be 'Rajesh'.

ANNEXURE: I

DETAILS OF COMMERCIAL PROPERTIES TO BE DISPOSED

Sl. No.	Zone	Location	Purpose	Use	Area in Sqm.	FAR in Sqm.	Ground Coverage (in Sqm.)	LOP	Reserve Price (In Rs.)
1	South Zone	Nehru Place Distt. Centre Plot No.A-4	Millennium Plaza	Commercial	9130	41085	4050	Yes	14133240000
2	South Zone	Plot No.8, Community Centre, Alaknanda (Kalkaji)	Restaurant	Commercial	766	792	198	Yes	244874880
3	Rohini Zone	Plot No.4, Sector-34, Phase-V, Rohini, Delhi between Group Housing Pocket-B-2	Community Centre	NHCC	19000	23750	9500	Yes	2663040000
4	Rohini Zone	Commercial Plot (Pkt-12) Residential Pocket-D-2, Sector-29, Ph-IV, Rohini	Commercial Plot	LSC	5280	5280	2640	Yes	740044800
5	Rohini Zone	Commercial Plot (Pkt-15) Residential Pocket-D-3, Sector-29, Ph-IV, Rohini	Commercial Plot	LSC	3111	3111	1555.5	Yes	436037760
6	Rohini Zone	Commercial Plot in Pocket-II, Block-A, Sector-30, Ph-IV, Rohini	Commercial Plot	LSC	4350	4350	2175	Yes	609696000
7	Rohini Zone	Commercial Plot in Pocket-2, Block-B, Sector-29, Ph-IV, Rohini	Commercial Plot	LSC	5256.68	5256.68	2628.34	Yes	736776269
8	South Zone	LSC Plot at Sector-E, Pkt-II, Vasant Kunj	LSC	LSC	2748	2748	1099.2	Yes	878480640
9	Rohini Zone	Comm. Plot (Pkt-9) in Res. Pkt-3, Block-A, Sector-29, Rohini	Commercial Plot	LSC	7326.4	7326.4	3663.2	Yes	1026868224
10	Rohini Zone	Comm. Plot (Pkt-8) in Res. Pkt-2, Block-A, Sector-29, Rohini	Commercial Plot	LSC	8489.03	8489.03	4244.5	Yes	1189822445
11	Dwarka Zone	Plot No.2, Sector-17, Community Centre, Dwarka	Comm.	Comm.	7600	12179	1792.11 Sqm + 568 Sqm. For Atrium	Yes	1940736000
12	East Zone	LSC plot at Pkt-C, IFC Gazipur	Comm.	Comm.	4744.96	7117.44	1898	Yes	438434304

13	East Zone	Plot No.2, Distt. Centre, Shastri Park	Comm.	Comm.	4243	16787	1838	Yes	480647040
14	East Zone	Plot No.6, Distt. Centre, Shastri Park	Comm.	Comm.	4096	16787	1838	Yes	463994880
15	South Zone	Plot No.51, Community Centre at Basant Lok, Vasant Vihar	Shop	Shop	127.463	127.463	127.463 (1372 Sq. Feet)	Yes	197312724
16	Dwarka Zone	LSC Plot at Sector-8, Dwarka (Near Sport Centre)	LSC	LSC	4560	4560	As per MPD-2021.	Yes	1164441600
17	Narela Zone	CSC plot at Block-B, IFC Holambi Kalan, Narela	CSC	CSC	690.48	690.48	345.24	Yes	63800352
18	Narela Zone	CSC plot at Block-C, IFC Holambi Kalan, Narela	CSC	CSC	1843.7	1843.7	921.8	Yes	170357880
19	Narela Zone	NHCC Plot in Front of Housing Pocket-9, A1 to A4, Narela	NHCC	NHCC	11424.25	14280.31	5712.125	Yes	1055600700
20	Narela Zone	LSC plot adjoining Housing Pocket-3, Sector-A1 to A4, Narela	LSC	LSC	4852.6	4852.6	2426.3	Yes	448380240
21	Narela Zone	LSC plot in front of Housing Pocket-1/C, Sector-A1 to A4, Narela	LSC	LSC	4506	4506	2253	Yes	416354400
22	Narela Zone	LSC at Pocket-IV, Sector-G-7-G8, Narela	LSC	LSC	4950	4950	2475	Yes	457380000
23	Narela Zone	NHCC Plot in Front of Housing Pocket-6, A1 to A4, Narela	NHCC	NHCC	8895.08	11118.85	4447.54	Yes	821905392
24	Narela Zone	Commercial Plot in Sector IFC Narela	LSC	LSC	3012	3012	1506	Yes	278308800
25	Narela Zone	Commercial Plot in Sector-G-7-G8, Narela (Opp. Pocket-V)	CSC	CSC	1050	1050	525	Yes	97020000
26	Narela Zone	Commercial Plot in Sector-G-7-G8, Narela (Opp. Pocket-VI)	CSC	CSC	1050	1050	525	Yes	97020000
27	Narela Zone	CSC Block-B&C, Sector IFC Narela	CSC	CSC	1843.7	1843.7	921.8	Yes	170357880

28	South Zone	Plot No. 2 Community Centre, Jasola		CC	8777.15	10692	1830		2241333024
29	East Zone	Plot No. 19, CBD, Shahdara		Retail/Departmental Store	1998	7236.65			184615200
30	East Zone	Plot No. 21, CBD, Shahdara		Retail/Departmental Store	1998	7236.65			184615200

Chapter-IV

DELHI DEVELOPMENT AUTHORITY
(TO be typed on non-judicial stamp paper of Rs. 100/-)

FORM BA
(See rule 42)
CONVEYANCE DEED PROFORMA
(For Commercial Properties allotted on Freehold basis through Auction)

(Photograph)

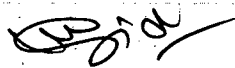
This deed of conveyance made on this day of..... Two
Thousand and..... between the President of India, hereinafter called "THE VENDOR" through DDA,
Vikas Sadan, New Delhi (which expression shall unless excluded by or repugnant to the context be
deemed to include his successors in office and assigns) of the one part and Shri/Smt./ M/S
..... R/o.....
..... hereinafter called "The Purchaser" (which expression shall unless excluded by
or repugnant to the context be deemed to include his/her heirs, administrators, representatives and
permitted assigns) of the other part.

WHEREAS situated in was allotted to the Purchaser by Delhi Development Authority vide allotment letter No. F..... (.....)...../CL..... dated against a consideration of Rs..... (Rupees.....) which has been received subject to limitation, terms and conditions mentioned in the said letter of allotment.

AND WHEREAS representing that the said allotment is still valid and subsisting, the said Purchaser has applied to the Vendor to execute the Conveyance Deed for freehold ownership rights in the said demised property allotted to him and physical possession whereof has been handed over to him on and this deed is being executed accordingly of the said demised property subject to terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSES THAT in consideration of the sum of Rs..... /- (Rupees) paid at the time of allotment and Rs. (Rupees) was paid before the execution hereof (the receipt whereof the Vendor hereby admits and acknowledges), the aforesaid representation and subject to limitation mentioned hereinafter, the Vendor does hereby grant, convey, sell release and transfer, assign and assure unto the aforesaid Purchaser freehold ownership in the Scheme Plot No.....

- (1) The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Vendor, its agents and workmen, to enter upon all or any part of the property together to search for , win, make merchantable and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay-down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the Purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of the said property and to all public rights or easement affecting the same.
- (2) That notwithstanding execution of this Deed, use of the property in contravention of the provision of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section 14 of Delhi Development Act or any other law for the time being in force.
- (3) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.
- (4) The said plot is allotted on the basis of 'as is' and the Purchaser cannot make any alteration/ addition/ encroachment/unauthorized construction in or around the same without written permission of Vendor (DDA) who may refuse or grant the same subject to such terms and conditions as deemed proper. All fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee / Purchaser.
- (5) If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Vendor, which shall have the right to cancel this deed and forfeit the



consideration paid by the Purchaser. The decision of the vendor in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings.

- (6) That the Purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.
- (7) That the vendor reserves the right to cancel this deed in event of breach of conditions of allotment/ auction/tender and of this deed.
- (8) The stamp duty and registration charges upon this instrument shall be borne by the Purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

In witness where of Shri/
For and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand Shri/Smt. /M/s the Purchaser, the hereunto set his/her hand day and year first above written.

THIS SCHEDULE ABOVE REFERRED TO

All that in the layout plan of and consisting of sq. mtrs. (Courtyard Area) or thereabouts bounded as follows.

NORTH : FAR :
EAST : USE :
SOUTH :
WEST :

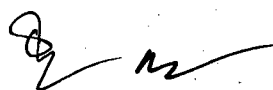
Signed by Shri/Smt.....
for and on behalf of and by the order and direction of the President of India (Vendor).

(VENDOR)

In the presence of:

(1) Shri/Smt.....
.....

Signed by Shri/Smt.....



.....
(PURCHASER)

In the presence of:

(1) Shri/Smt.....

(2) Shri/Smt.

ANNEXURE: II

AFFIDAVIT

(The Affidavit shall be on Stamp paper of Rs.10/- and must be Notarized)

Whereas I S/o
R/o.....
have bid for tender for plot No..... at.....

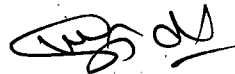
Now therefore, I the undersigned do hereby solemnly affirm and declare that the information supplied is accurate, true and correct. The undersigned also authorize(s) and request (s) to any bank, person or firm to furnish pertinent information deemed necessary and requested by the Authority to verify our reputation.

The undersigned also understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

The undersigned also understands that furnishing of false information could result in disqualification of my Bid for the allotment of plots.

(Signed by an Authorized Signatory of the Firm)
(Deponent)

Verification



I the above named deponent do hereby verify on this day of.....2019, at New Delhi the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

(Deponent)

ANNEXURE: III

LETTER OF APPLICATION AND INTENT

(On Letterhead of the applicant or Lead partner responsible for the consortium/joint venture including full Postal Address, Telephone No., E-mail and Cable Address)

Date

To,

The Dy. Director-Commercial Land
Delhi Development Authority
Vikas Sadan, Near INA Market
New Delhi.

Sir,

1. Being duly authorized to represent and on behalf of – (herein after the Applicant), and having studied and full understood all the information provided in the auction documents, the undersigned hereby apply as auctioneer for the plot at, Delhi according to the terms and conditions of the offer made by Delhi Development Authority for the said site.
2. The payments towards the Earnest Money Deposit have already been paid online.
3. DDA and its authorized representatives are hereby authorized to conduct an inquiry or investigation to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to; in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements



and information provided in this application or with regard to the resources, experience and competence of the Applicant.

4. This application is made with full understanding that:
 - a. Bid will be subject to verification of all information submitted at the time of bidding.
 - b. DDA reserves the right to reject or accept any Bid, cancel the bidding process and reject all bids.
 - c. DDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. We undersigned declare the statement made, and the information provided in the duly completed application form enclosed are complete, true and correct in every detail.
6. We have read the terms and conditions of the offer detailed in the auction document and the terms and conditions of conveyance deed and are willing to abide by them unconditionally.
7. The offer made by us is valid for the next six months.

Name Name

For and on behalf of For and on behalf of
(Name of Applicant of lead partner of a
Joint Venture/consortium)
(Joint Venture/consortium)

Signed Signed

Name Name

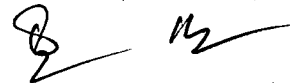
For and on behalf of For and on behalf of.....
(name of Applicant of lead partner of a
Joint Venture/consortium)
(Joint Venture/consortium)

Signed Signed

Name Name.....

For and on behalf of For and on behalf of.....
(Name of Applicant of lead partner of a
Joint Venture/consortium)
(Joint Venture/consortium)

Signed Signed.....



ANNEXURE: IV

(The tenderer is required to use this form only for auctioning. Use of any other form in lieu thereof shall make him liable for disqualification)

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH
(APPLICATION FORM FOR AUCTION)**

Application by the Bidder for Grant of the Free Hold Right under the Delhi Development (Disposal of Developed Nazul Land) Rules, 1981.

A. PARTICULARS OF THE BIDDER :

1. Name (in block letters) Shri / Smt. :
2. Status of the Applicant firm :
(Lead Firm) whether Public Ltd.,
Pvt. Ltd., Partnership, Sole
Proprietorship etc.
3. Year of establishment of Firm :
4. Name of the authorized Signatory :
of the firm & his designation
5. Name of Father/Husband oil the :
Applicant/ authorized signatory
6. Age :
7. Full Residential Address :
8. Occupational Address :
9. Telephone No./Mobile No. :



B. PARTICULARS OF TENDER FOR COMMERCIAL PLOT

1. Plot no. :
2. Location of the Plot :
3. Reserve Price : (Rs. in Figure).....
4. (i) Bank A/c No. (for refund, if any)
(ii) Name of Bank & Branch

I /We the undersigned being the tenderer as mentioned above, hereby apply to the DDA for allotment of the free hold rights in the plots site described above in accordance with the terms/conditions of the allotment by tender under DDA (Disposal of Developed Nazul Land) Rules, 1981. I /We have read and understood terms / conditions of tender as well as those contained in the Performa of the Conveyance Deed and hereby unequivocally accept the same. I / We have inspected the plot for which tender is being submitted.

I /We shall pay the balance of the premium and other amounts and execute the conveyance deed in the form prescribed in accordance with terms/conditions of tender.

The terms & conditions of conveyance deed, terms and conditions of the tender and notice inviting tender are also signed and being submitted with the tender application form.

SIGNATURE OF THE TENDERER OR
ON BEHALF OF THE APPLICANT TENDERER

Date:

Place:

NOTE:-

- a) Any correction in the tender application form should be initialed by the applicant/duly authorized agent.
- b) All pages of the tender application form should be signed and stamped by the applicant/duly authorized agent.
- c) The amount of premium offered (total bid amount) must be above the reserve price.

