DELHI DEVELOPMENT AUTHORITY

DOCUMENT FOR E-AUCTION (2020-21)

OF

Group Housing Plots on 'as is where is basis'

(Complete offer document is available on e-auction website www.ddaeauction.co.in 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 Group Housing Properties on 'as is where is basis'

1.	Issue of Notice for e-auction of Group Housing Plots	15.08.2021
2.	Help Desk operational for training and information on e-auction	23.08.2021
3.	Period of availability of application for e-auction /offer documents from www.ddaeauction.co.in	23.08.2021- 24.09.2021 (6 PM)
4.	Last Date of online submission of mandatory document with EMD.	24.09.2021 (6 PM)
5.	Reserve Price of the Group Housing Plots	**As per Annexure: I**
6.	Date of online bidding under this e-auction	28.09.2021 **(02:00 PM To 05:00 PM)**

(Any changes in above schedule will be notified only on DDA website www.dda.org.in and e-auction website www.ddaeauction.co.in

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 Auction. 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 sale of Group Housing 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 for bid 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 for bid 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 for bid 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.ddaeauction.co.in free of cost.

1.6. Clarifications: To assist in the process of evaluation of Proposals for bids, 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 of bids would be permitted by way of such clarifications.

1.7 **Amendment of E-Auction Document:** At any time prior to the Proposal of bid 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.

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 confirmation of bid, 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. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to this Auction. 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 AUCTION

2.1 Eligibility:

i) Any person, who has attained the age of 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 Group Housing 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 must be a Citizen of India and he/she should be competent to enter into a contract.

iii) No change in name of the bidder 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 Residential sector and subject to other rules and regulations framed in this behalf.

2.2Earnest 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. before 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 full amount of 2nd stage EMD is received within 2(two) working days of the expiry date mentioned in the LOI, then, the delay period in the payment of 2nd stage EMD shall be automatically regularized on deposit of token penalty as follows:

In case the H1 Bid amount is –

1. less then or equals to Rs. 1 Crore – penalty shall be 5000/-
2. more than Rs. 1 Crore but less than or equals to Rs. 10 Crores – penalty shall be Rs. 10,000/-
3. more than Rs. 10 Crores – penalty shall be Rs. 20,000/-

d) No case where full amount (excluding penalty as above) of 2nd stage EMD is deposited after the regularizable delay period shall be considered for regularization.

e) The penalty should be deposited alongwith the 2nd stage EMD amount by the applicant. However, in cases where the bidder fails to deposit penalty (but makes full

payment of 2nd stage EMD within the regularizable period), the Penalty amount shall be included in the Letter of Demand and would be required to be paid along with the balance 75% premium.

f) If the successful bidder fails to deposit 2nd Stage EMD in stipulated period then 1st stage EMD (5% of Reserve Amount) submitted along the Bid shall be forfeited.

g) The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on DDA's e-auction portal i.e. www.ddaeauction.co.in. Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.

h) No offer/bid shall be accepted without successful payment of Earnest Money Deposit.

i) 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).

j) 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 generally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

k) Only the Bidders making payments of first stage EMD, will be allowed to participate in the e-Auction process.

2.3Submission 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.ddaeauction.co.in .

2.3.2. For participation in this process, the intending Bidders are required to submit/ pay EMD amounting to 5% of the reserve 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 alongwith Application Form:

i) Scanned copy of Affidavit (format as per Annexure: III)

ii) Letter of Intent and Application (format as per Annexure: IV)

iii) Application form (Annexure: V)

iv) Copy of PAN Card.

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

2.3.6 The Bid variable in the e-auction would be the price for the Group Housing Plot being provided by DDA for GH development on the terms and conditions being offered in this document.

2.3.7 Opening of Bids (Start date of online bidding)

The e-auction will start on 28.09.2021 from 2 PM onwards.

2.4Evaluation 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 bid 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 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 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 at liberty to re-auction the plot.

2.4.6 The VC or the Accepting Officer shall generally within 15 days of the date of completion of e-auction process, communicates 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 which shall be without prejudice to other rights or remedies available to DDA.

2.5 Validity of offer

The Bidder shall keep their offer valid for acceptance by the Competent authority for a period of 180 days. If the bidder withdraws his offer within a period of 180 days, earnest money deposited/paid by him/her shall be forfeited without any show cause notice.

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 at 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 generally 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.ddaeauction.co.in by making online payment for Rs.2000 + GST. Help is provided to the prospective bidders for registration at DDA Help Desk, VikasSadan, INA, New Delhi and at the Tender Wizard Helpdesk, Unit No.202- 203, 2nd, Floor, H.B.Twin Tower, Tower-I, Netaji Subhash Place, Pitampura, New Delhi- 110034.

b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the authorized 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 NagrikSuvidha Kendra, DDA Office, D-Block, VikasSadan, 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
For Sl. No. 1 To Sl. No. 7 and Sl. No 1- 4	Rs. 1,00,000 (Increment Value)

6. **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.

7. 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.

8. 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, though uploading the same on the e-auction portal www.ddaeauction.co.in .

CHAPTER – III

GENERAL TERMS & CONDITIONS OF THE E-AUCTION

I. Terms and conditions for sale by Auction, by the Delhi Development Authority, on behalf of the President of India, on freehold basis of Group Housing Plots under the Delhi Development Authority. (Disposal of Developed Nazul Land) Rules - 1981.

1. No person whose bid has been accepted by the officer conducting the Auction shall be entitled to withdraw his bid.

2. A change in the name of the intending bidder/purchaser shall not be allowed at any cost till the execution of Conveyance Deed.

3. The area of Group Housing Plot announced are only approximate, and the persons whose bids are accepted should be prepared to accept variation up to 15% either way in the area announced, subject to adjustment of cost in proportion to the amount on the accepted bid.

II BIDDING AT AUCTION AND SUBMISSION OF APPLICATION:

1. The officer, conducting the Auction may, without assigning any reasons, withdraw any plot from the Auction at any stage.

2. The bid shall be for the amount of premium offered for the Freehold rights in the plot. **The plot is being auctioned on "as is where is basis". It is presumed that the intending purchaser has inspected the site and has familiarized himself/herself with the prevalent site conditions in all respects before offering the bid. If any tree exist in any of the plot, it would be responsibility of the auction purchaser to get it removed after obtaining approval of the concerned Authorities and DDA will not be a party for obtaining permission etc. after closer of bid.**

3. Brochure and the application form can be downloaded from our website www.ddaeauction.co.in **.**

4. The accepting officer shall subject to the confirmation of the VC DDA, normally accept the bids, subject to confirmation by the Competent Authority, the highest bid offered at the auction and the person whose bid has been accepted shall pay, at the closure of bid, Earnest Money, a sum equivalent to 25% of bid amount by way of RTGS in favor of DDA. If the Earnest Money is not paid, it shall be deemed that the bid has been revoked/withdrawn and the amount, as specified in Clause-2.2(a) above, shall stand forfeited to DDA.

5. 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.

6. 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.

7. If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If DDA has to withdraw the plot from auction (including not handing over the 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.

8. 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.

9. The demand-cum-allotment letter would be sent to the successful bidder immediately after the bid is accepted by the competent Authority. The highest bidder is required to make payment of balance 75% bid amount, as demanded vide said demand letter referred to above and the Performance Guarantee (as specified in the document), within 90 days from the date of issue of the demand letter(without interest)/within 270 days from the date of issuance of Demand Letter(subject to no payment of interest on the balance amount@10% p.a **during the extended period) by RTGS/Online payment through net banking/credit card/Debit card failing which the bid will automatically stand cancelled without any further notice. . No extension of time will be granted for the payment of 75% of bid amount for period after 270 days from the date of issuance of demand-cum-allotment letter.**

Note: The interest is applicable only on the delayed amount of the total amount due and to be computed on every 15 days basis. Eg if the payment is delayed for 1to 15 days, interest is applicable for 15 days. Similarly if the delayed period is for 16 to 30 days interest is applicable for 30 days and so on.

10. 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.

11. Four copies of Conveyance deed alongwith the copy of site plan will be supplied to the highest bidder along with the demand letter to get the conveyance deed papers stamped from the office of E-Stamping. The Earnest Money shall stand forfeited and the auction purchaser shall not be liable to any compensation whatsoever if he/she fails to submit conveyance deed within 90 days from the date of issue of same from the office of Deputy Director, GH. It shall be the sole responsibility of the auction purchaser to submit the stamped conveyance deed papers along with the E-stamp site plan, before issue of the possession letter. The possession of the plot will be handed over only after the submission of the above said documents in the office of Deputy Director (GH). After taking the possession, the successful auction purchaser is required to get the conveyance deed executed by the Lease Administration Officer. In case the execution of Conveyance deed is not completed within the period of 3 months from the date of issue of the possession letter from the Office of Deputy Director (GH) on account of any lapse on the part of auction purchaser, action for cancellation of allotment of residential plot will be taken.

12. In case, the highest bidder fails to make the balance 75% amount within the stipulated period, as mentioned in the demand letter or within such extended period, if any granted by the Competent Authority on his written application, the bid shall automatically stand cancelled and the Earnest Money shall stand forfeited. In that eventuality, the competent authority shall be competent to re-auction the Group Housing Plot.

13. After making the payment of balance 75% of amount and intimating thereof, the highest bidder is required to appear before the Deputy Director (GH) in person or through an authorized representative along with the RTGS receipt in support of payment of balance 75% amount,

terms and conditions of auction duly typed on a non-judicial stamp paper worth Rs. 10/- signed by auction purchaser(s), 5 recent passport size photographs of individual or combined, as the case may be, the Conveyance deed papers duly E-stamped, an affidavit, an undertaking and any other documents as indicated in the demand letter. On submission of all documents and subject to verification of the payment made by the auction purchaser, the possession letter will be issued within 30 days and the same can also be collected in person by the auction purchaser. The possession letter so issued will carry the date on which the physical possession of the plot will be handed over to the auction purchaser at site. In case, the purchaser fails to turn up at site on the date and time fixed for handing over possession, the next date of possession will be fixed only on payment of Rs. 10,000/- P.M. on account of penalty for not taking over the possession by the purchaser. The possession, however, must be taken within 3 months from the date fixed for the same and in case, possession is not taken in 3 months, then the allotment shall stand cancelled and the earnest money shall stand forfeited without any notice.

14. In case of default, breach or non-compliance of any of the terms and conditions of the auction or any fraud, misrepresentation or concealment of facts or non-payment of balance premium within the due date by the bidder/intending purchaser, the Earnest Money shall stand forfeited.

15. 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.

III CONSTRUCTION ON PLOT

1. The Group Housing plots are being offered on Freehold Basis for construction of GH building(s) in accordance with MPD provisions.

2. The purchaser shall have to erect and complete the residential building in accordance with the type, design and other architectural features if any, prescribed by the Delhi Development Authority, after obtaining and in accordance with the sanction of the building plan with necessary design, plans and specifications from proper Municipal or other authorities concerned in accordance with their respective rules, bye-laws etc., as the case may be. The purchaser shall not start construction before the said plan etc. are fully sanctioned by the authorities aforesaid. The purchaser shall not start any activity in connection with the construction before execution and registration of conveyance deed.

3. The plot/building thereon shall not be used for a purpose other than residential.

4. The allottee shall not sub-divide the plot or amalgamate with any other plot.

5. The purchaser will be liable to pay all rates, taxes, charges and assessment of every description in respect of the plot whether assessed, emerged or imposed on the plot or on the building constructed there on or on the Land Lord or tenant in respect, thereof.

6. All dues payable to the DDA in respect of the plot of the building erected thereon shall be recoverable as arrears of land revenue and will be first charge on property.

7. If the conveyance of the plot is obtained by any concealment, misrepresentation, misstatement or fraud and if there is any breach of conditions of the auction the conveyance deed will be terminated and the possession of the plot and the building thereon will be taken over by the DDA and the purchaser will not be entitled to any compensation/refund.

IV COST & EXPENSES

1. The terms and conditions of the auction shall be strictly followed by the successful auction purchaser and in case of any breach of terms and conditions of the auction, conveyance deed the allotment shall stand cancelled. The orders of the competent authority in respect of the interpretation of any conditions of the auction, conveyance deed shall be final and binding and shall not be called in action in any proceedings.

2. The cost and expenses of preparation, stamping and registration of the conveyance deed and its copies and all other incidental expenses shall be paid by the allottee/purchaser. The purchaser shall also pay any other duty charges as may be levied by any other Authority.

V. ADDITIONAL TERMS AND CONDITIONS FOR GROUP HOUSING PLOTS.

1. Before granting Possession and Free-hold Conveyance of the Plot, an Agreement will be executed between DDA and Developer for meeting the obligations specified therein as per Annexure-II. This agreement shall be executed BEFORE the conveyance Deed/possession of plot to the DE. The Banks will come into picture later when DE will mortgage the property to obtain loan for the project.

2. A performance Guarantee, of amount equal to 50% of the construction cost of DDA's portion Flats, valid for a Period of the contract will have to be provided (and kept active) by the developer to DDA. The construction cost of flats will be determined by applying CPWD construction rates (of the year of execution of Contract) on the FAR.

3. The current (2021-22) CPWD construction rates are 38,351.25 per sq. mtr, enhanced by the prevailing cost index at the time of allotment. Accordingly, the amount of Performance Guarantee (PG) to be furnished shall be

   PG =Plot Area x 15% x 50% x CPWD construction rate

4. DDA will decide and inform the Developer the maximum cost of the EWS flats for its portion of EWS flats from time to time. The maximum cost will be calculated taking into consideration:

i. The Construction Cost as per 3 above.

ii. The Land Cost to be calculated as- 50% of average land price per sq. mtr as per Bid x FAR area of flat x 100/MPF. Here, 50% is as per DDA policy for fixation of PDR and MPF is maximum permissible FAR which is230 as per MPD-2021 for Group Housing Plots including 30 FAR for EWS Flats.

5. An Agreement shall be as per the Annexure-III. The Clauses under Agreement shall be deemed to be the E-Auction condition for GH Plots.

VI. MISCELLANEOUS

1. **For any other violation/breach of the terms and conditions aforesaid, the bid of the purchaser/allottee shall be liable to be cancelled and the conveyance deed if, already executed, liable to be determined and the allottee/purchaser shall not be entitled to any compensation whatsoever, or to the return of any premium to him/her.**

2. **If there is any discrepancy/contradiction in translation from English to Hindi, the language used in English version will hold good.**

ANNEXURE: I

DETAILS OF GROUP HOUSING PLOTS TO BE DISPOSED BY AUCTION

S. NO.	Name of Branch	Plot No., Block/ Pocket & Sector	Approx. Area of the plot(Sqr. Mtr.)	Category	Circle Rate(in Rs)	Reserve Price(in Rs)
1	Group Housing	Plot No.2, Vishwas Nagar, Delhi-92	7,185.12	F	56,640	40,70,65,197/- (Forty Crores Seventy Lakhs Sixty Five Thousand One Hundred Ninety Seven Only)
2	Group Housing	Pocket 1 Block-B, Sector-32 Rohini	30,000	E	70,080	2,10,24,00,000/- (Two Hundred Ten Crores and Twenty Four Lakhs Only)
3	Group Housing	Pocket 2, Block-B Sector 32, Rohini	28,300	E	70,080	1,98.32,64,000/- (One Hundred Ninety Eight Crores Thirty Two Lakhs and Sixty Four Thousand Only)
4	Group Housing	Pocket 3, Block-B Sector 32, Rohini	19,300	E	70,080	1,35,25,44,000/- (One Hundred Thirty Five Crores Twenty Five Lakhs and Forty Four Thousand Only)
5	Group Housing	Pocket 4, Block-B Sector 32, Rohini	23,020	E	70,080	1,61,32,41,600/- (One Hundred Sixty One Crores thirty two lakhs forty one thousand six hundred only)
6	Group Housing	Pocket 2, Block-A Sector 32, Rohini	40,000	E	70,080	2,80,32,00,000/- (Two hundred eighty Crores thirty

						two lakhs only)
7	Group Housing	Plot no.254(VII) Sector-19 B, Dwarka	15,434.4	D	1,27,680	1,97,16,64,192.00/- (One hundred ninety seven crores sixteen lakhs sixty four thousand one hundred ninety two only)

ANNEXURE: II

Agreement

This agreement is made on this..... Day of ..... 2020 ..... at Delhi between the President of India (hereinafter called the Vendor which expression shall unless the context requires a different or another meaning, shall include its successors and assigns in the office through Delhi Development Authority a body constituted under section 3 of Delhi Development Authority Act, 1957 (61 of 1957) of the one part Shri/Smt./M/S.....R/o .....hereinafter called "The Purchaser/Developer Entity, or DE in short" (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.

II. Whereas as per section 6 of the Delhi Development act the object of the authority is to promote and secure the development of Delhi according to the plan and for that purpose the authority has the power to acquire, hold, manage and dispose of land an d other property, to carry outbuilding, engineering, mining and other operations, to execute work in connection with supply of water and electricity, disposal of sewage and other services and amenities and generally to do anything necessary or expedient for purpose of such development and for purposes incidental thereto.

III. And whereas the vendor has released various Group Housing plots for allotment though e-auction on freehold basis to be developed by the DE in accordance with the MPD-2021 (Chapter 4 Shelter, para 4.4.3B), and the DE has agreed to abide with the said Master Plan provisions.

IV. And whereas the DE, being the highest bidder is successful for the allotment of Plot

No.....Block No.....Sector.....in .....residential scheme....., in the E-auction held on..... day of 2020 .....for a total consideration of Rs..... The detailed description of the said plot is given in the scheduled attached.

V. And whereas after receipt of the total sale consideration the vendor has delivered the vacant possession of the plot to the DE at site on.....day of.....2020 which the DE acknowledges the receipt of the same.

VI And whereas the DE has deposited with the vendor, a Performance Bank Guarantee for an Amount .....issued by.....for meeting the obligations under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

VI And whereas the DE has deposited with the vendor, a Performance Bank Guarantee for an Amount .....issued by.....for meeting the obligations under this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. <insert Tender Refence details> Dated<insert date>.

2. All the terms and conditions as mentioned in the tender document vide no. <insert Tender Reference details> Dated <insert date> are ipso facto applicable under this Agreement.

3. The following documents shall form part of this Agreement and be read and construed accordingly:-

a	Price Details
b	Tender Document
c	Corrigendum issued by DDA on the Tender Document

4. The Terms and Conditions and Clauses mentioned in the Tender Document subject to Corrigendum issued shall deemed to be the clauses of this agreement.

5. This agreement shall be effective from dd/mm/yyyy (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a period Of<insert period details in terms of month or year)> from the date of signing of this Agreement.

Commencement, completion, modification and termination of contract

6. Effectiveness of Contract: This Contract shall come into effect on the date of signing on this agreement, or such date as is assented to by the DE and fixed by vendor.

7. Commencement of Services: The DE shall commence the Services from the date this contract comes into force, or such date notified by the vendor.
8. Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

9. Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

Obligations of the DE

10. General: The DE shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The DE shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Vendor, and shall at all times support and safeguard the Vendor's legitimate interests in any dealings with Sub- consultants or third parties.

11. Prohibition of Conflicting Activities: Neither the DE nor their Sub- consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

    (a)During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

    (b)after the termination of this Contact, such other activities as may be specified in the Specific Conditions of Contract.

12. **Confidentiality** : The DE, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Vendor's business or operations without the prior written consent of the Vendor.
13. **Liability of the DE**: Subject to additional provisions, if any, in this Contract the DE's liability under this Contract shall be as provided by the Applicable Law and the Specific Conditions of Contract.

14. **Professional Liability Insurance**: DE will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by DE's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for EWS Flats (DDA's portion) made or expected to be made to the DE hereunder or (ii) the proceeds, the DE may be entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of INR 20,00,000 (Twenty Lakh Rupees).

15. If the DE fails to complete the Assignment, within the period specified under the Contract, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the DE, besides other action, including blacklisting of the DE as may be deemed fit by Vendor.

Obligations of the Vendor

16. **Assistance and Exemptions:** The Vendor will use its best efforts to ensure that the Government will provide the DE with work permits and such other documents as necessary to enable the DE to perform the Services:

17. **Issue to officials,** agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Specific Conditions of Contract

18. The DE will have to develop group housing in terms of MPD-2021, wherein inter-alia 15% of the FAR is for community service personnel/EWS & Lower Category housing and this EWS component will be over and above permissible FAR.

19. The Development Control Norms for Group Housing plots shall be:

a. FAR: 200

b. Distribution of FAR: General Housing/ Housing mix as deemed suitable by the DE.

c. Additional FAR: 15% of 200 FAR over and above for Housing for CSP/EWS and lower income category.

d. Additional FAR/ EWS component will be utilised - 50% by DE and 50% by DDA.

e. The new Housing developed should be based on a composite area basis and should cater to the special needs of elderly handicapped and single occupants.

f. The Housing Area facilities for the residents will be provided by the DE as per norms of MPD-2021. These will be developed at respective Group Housing Site in a common contiguous manner.

g. Separate Tower for EWS can be constructed.

h. For optimal utilization of the land, the facilities may be clubbed as a composite facility centre.

20. Out of the total EWS Flats constructed (by utilizing FAR incentive), 50% of such EWS flats (Developer's portion) can be disposed by the DE directly under following conditions —

a. The flats can-not be amalgamated.

b. DE will be free to determine/fix the price at which he sells the flats.

c. DE will be free to sell the EWS flat to any person of his choice, but in accordance with the MPD requirement. Under MPD 2021, DE shall dispose of his share of EWS flats to the apartment owners at market rate to house Community Service Personal (CSP), working for the Residents/Owners. However, not more than one Flat in one GH Complex can be sold to one Family. {Family includes Spouse, children, and parents}

d. DDA will be provided with the information about such persons to whom such flats are disposed by the DES on a quarterly basis in such format as may be decided by DDA.

21. The balance 50% EWS flats (DDA's portion) can be disposed by the DE on behalf of DDA by the following methodology-

a. Housing under this quota shall be placed with DDA for allotment.
b. DE shall have no right to dispose these flats to any person directly.

c. Upon completion of EWS flats (it can be in lots) DE shall give a Notice to DDA about completion (along with completion certificate and quality certificate) for disposal. Upon receipt of Notice, DDA Engineering wing will inspect the flats and give acceptance/ deficiency note to the DE within one month of the notice. These EWS houses will be held by the DE (until disposed to allottees), free of encroachment / encumbrances on behalf of DDA.

d. Six months before the likely date of Completion, DE will declare and intimate to DDA, the price at which, he proposes to dispose such flats, along with a request to invite applications along with number of Vacant Flats under this category that can be disposed. This declared price has to be lower than the price at which the Developer's portion is disposed, if any.

e. Normally, such process (of inviting applications for disposal) can be conducted every 6 months until all such EWS flats are disposed. Every-time a request (for inviting application) is made to DDA, DE will pay to DDA, 0.1% of the flat price (in respect of flats put for disposal) as Processing charges.

f. Marketing / publicity will be the responsibility of the DE. Since the price is fixed by the DE, DDA does not guarantee availability of enough applicants for disposal of flats.

g. DDA will adopt DDA's policy to determine eligible EWS persons who can purchase such EWS Flats. The Policy of EWS eligibility will be same as DDA's EWS housing Schemes. Reservation Policy of DDA will also be adopted. [Note The current policy for determination of EWS eligibility is family income less than Rs 3 Lakh per annum.]

h. DDA will invite on-line applications for allotment of such flats from eligible EWS applicants. The DDA's policy (of eligibility of EWS applicant) shall be as applicable as on the date of inviting on-line applications.

i. If the number of such applicants is more than the Flats available, DDA will conduct Draw of Lots. Separate list of successful applicants and Waitlisted applicants will be prepared.

j. DDA will verify eligibility of applicants who are successful in the Draw of Lots. If any successful applicant is found in-eligible, he shall be substituted by the Waitlisted applicant.

k. Undisposed / remaining flats, for which no applicants were found will be intimated to the DE by DDA. Such undisposed flats can be placed in next round of the process.

l. DDA and DE shall jointly issue Letter of Demand to such applicant, with a direction that the payment is to be made in an Escrow Account, which will be jointly operated by DDA and the DE. As per DDA policy, full payment of the cost of flat is to be made by the applicant, before a flat can be handed over.

m. DDA will complete the process (g-l) within 6 months from the date of the request for disposal (complete in all respect). If a stay is granted by any Court, the Stay period shall be excluded from the calculation.

n. 50% of Registration amount and confirmation amount deposited by the applicants (who confirm the allotment by paying confirmation amount), will be allowed to be drawn by the DE from the Escrow account after receiving confirmation from applicants. In case, any applicant withdraws after confirmation, DE will be entitled to retain this amount as forfeiture.

o. On receipt of full payment in respect of a flat, DDA will intimate to the DE, the Confirmed Applicant in whose favour the Flat is allotted.

p. The DE, on receipt of such information from DDA, will issue the possession Letter to the Applicant, and hand-over the possession. This (handing over of possession) will entitle the DE to claim and receive 80% of the amount deposited (I.e 80% of the price of flat) in the Escrow Account in respect of such flat. The amount drawn earlier in respect of registration / confirmation (clause (n)) will be adjusted in calculating amount that can be drawn.

q. The DE will execute Sale Deed in respect of such flat directly in favour of the applicant. On Execution of Sale Deed, the DE will be entitled to claim and receive the balance 20% of the amount deposited in the Escrow Account in respect of such flat, provided that all the common amenities required to be provided by him as per MPD have been developed and made operational.

r. The Flats coming in DDA's portion shall be disposed only by this method (and no permission for free market sale will be given). DE can adjust the price of such flats in manner that he gets enough eligible candidates.

22. The surplus Amounts in the Escrow accounts will be invested in Fixed Deposits in Scheduled Banks. The investment policy and methodology will be mutually decided between DDA and DE from time to time. In case of dispute (in respect of investment policy), the decision of DDA shall prevail.

23. Interest / returns arising out of investment of funds received in the Escrow Account will be shared 50% - 50% between DDA and DE. Similarly, losses, if any arising out of investment of such funds will be shared 50%-50%.

24. In case the allottee fails to complete his obligations in accordance with the term of allotment, DE will report the matter to DDA for cancellation of allotment and assign a new allottee. Any payment made by such allottee (whose allotment is cancelled) will either be refunded to the allottee (if entitled). In case, any amount is to be forfeited, the said forfeited amount shall be shared 50%-50% between the DDA and the DE.

25. No amount can be charged by the DE from the applicants in excess of the amount declared by him under clause (b) para 4 above.

26. DE shall, before executing Sale deed or giving possession of the Flats, will conduct KYC authentication of the allottee and shall indemnify DDA against any claims of fraudulent practices in this regard. It shall be responsibility of the DE to ensure that the flats are given to correct allottee only (as per DDA list). DDA will share KYC credentials with the DE to enable him to do necessary checks.

27. DDA will not be responsible for Vacant/undisposed Stock, in case the flats are not sold inspite of repeated attempts.

28. The maintenance, upkeep and security of the said vacant / unsold stock will be that of the DE. No charges shall be payable by DDA for such maintenance/ security

29. If the Flat (DDA's portion) remains un-disposed/unsold for a period of 3 years from the date of completion, such Flat(s) will completely vest in DDA and DE shall not be entitled to receive any payment from DDA in respect of such flats. DE will surrender peaceful possession of such flats, free of encumbrances to DDA immediately on completion of the said period of 3 years. The DE shall also execute conveyance deed in favour of DDA in respect of such flats.

30. Period of Contract, unless extended by DDA, will be Six years (i.e. 3-year Construction phase and 3-year Disposal Phase). Performance Guarantee shall be released upon

successful compliance of obligations by the DE after the completion of Contract Period.

31. The Construction of EWS flats must be completed within the Construction phase of the Contract Period. That is, the EWS housing should be completed within 3 years of handing over of possession of plot / execution of Contract, whichever is later.

32. DE must construct and finish all the EWS flats (i.e. Developer's portion and DDA's portion) first and obtain completion/ occupancy certificate for the same, before getting the completion/ occupancy certificate for the remaining portion. DDA will have right to select the flats which will come under DDA's portion. In selecting flats, DDA will endeavor to ensure that equal mix (DDA/ DE) of flats on each floor, as far as possible.

33. The DE shall not hand-over possession or execute sale deed of other (non EWS) flats to any-one before completion of construction of all EWS flats.

34. The Housing Area Facilities for the residents will be provided by the DE within the plot as per norms of MPD 2021 and the remaining neighborhood facilities will be provided and developed by DDA.

35. DE shall not charge any amount from respective EWS allottee on account of additional cost of flat beyond the cost fixed as per paragraph 6 (in respect of DDA's portion).

36. DE shall not charge amount more than 1% of the cost of EWS flats (DDA's portion) towards maintenance charges annually from EWS allottees. If any additional amount is charged from allottee for maintenance or under any other name, the same will be required to be paid to DDA as penalty.

37. The EWS housing shall be constructed the as per the Engineering specifications provided by DDA (Appendix – I).

38. The EWS Housing component developed by DE shall be subject to quality assurance checks, as prescribed by Govt/DDA. Failure to meet these quality standards will become a Master Plan Violation and according, completion certificate can be denied by the Local Authority in addition to penalties that may be applicable.

39. RERA provisions will be applicable on the DE to ensure timely Delivery of the EWS Flats within a certain time-frame to DDA.

40. To ensure the quality of flats, DDA shall be entitled to conduct inspection by the Quality control unit of DDA will be made at regular intervals. DDA will also entitled to appoint a Third Party Quality Assurance (TPQA) Agency which will have rights to

examine / check the quality of flats during the construction phase as well as after completion, records of the DE (in respect of this project), take samples from time to time, and, from time to time issue such directions to the DE as may be required to maintain quality standards required from this project.

41. Upon completion of the flat(s), the DDA's quality control unit or the TPQA as the case may be, after necessary checks, may issue Quality Certificate to the DE, which will be required to be submitted by the DE to DDA along with the Notice of Completion. The cost of services of TPQA Agency shall be borne by DDA. The jurisdiction of Quality Control Unit/ TPQA will be limited to EWS component of construction, and common facilities / services that are developed.
42. The DE shall have to erect and complete the residential (Group Housing) building in accordance with the type, design and other architectural features if any, prescribed by the Delhi Development Authority, after obtaining and in accordance with the sanction of the building plan with necessary design, plans and specifications from proper Municipal or other authorities concerned in accordance with their respective rules, bye-laws etc., as the case may be.
43. The DE shall be responsible for obtaining all necessary approvals from the concerned authorities at his cost before start of the construction at site including under the Real Estate Regulatory Authority(RERA).
44. The DE shall not start construction before the said plan etc. are fully sanctioned by the authorities aforesaid. He shall not start any activity in connection with the construction before execution and registration of Perpetual Conveyance deed.
45. The plot/building thereon shall not be used for a purpose other than residential (except to the extent allowed in the Master Plan.
46. The DE shall not sub-divide the plot or amalgamate with any other plot.
47. •The DE will be liable to pay all rates, taxes, charges and assessment of every description in respect of the plot whether assessed, emerged or imposed on the plot or on the building constructed there on or on the Land Lord or tenant in respect, thereof.

48. Risk Mitigation matrix shall be as follows-

S.No	Risk	Obligation of DE	Obligation of DDA
1	Failure to complete the EWS flats within the time specified in the contract. or, Failure to Handover DDA's portion of EWS flats within the time specified in the contract.	a. Pay simple interest @ 8% per annum on the notional price of DDA's portion of EWS flats to be constructed for the period of delay. b. In case Delay is more than 2	a. Determine Notional price of EWS flats (DDA's portion). b. if delay is more than 2 years a. Cancel the Conveyance Deed

		years, surrender and handover peaceful possession of the entire plot to DDA. c. No amount shall be paid by DDA in respect of construction/ development work done by the DE on the plot.	b. Refund the Land premium paid, without interest to the DE within 3 months o handing over o the plot back to DDA. c. Forfeiture of Performance Guarantee.
2.	Amalgamation of Flats I More than one EWS flat sold to one family	• Pay to DDA, PDR price of flat as fixed by DDA.	Determine PDR price of flat as per DDA's PDR policy.
3.	Failure to make request to invite applications, in respect of Vacant / undisposed completed flats at the frequency specified in this document.	Pay to DDA, a penalty of Rs 1.0 Lakh per month(or part thereof) for the period of delay	DDA will design and provide to the DE, Form on which request is to be made. • Determine the Date when the Request, complete with all requisite information (in accordance with the said Form) has been made.
4	Failure by DDA to complete the process (f-j o para 6) within the time specified in this document.	Ensure that all information for enabling DDA to initiate process of disposal is provided at the time of request.	DDA will pay interest @ 8% on the period o delay, on the Price o Flats put for disposal
5.	Failure by the DE to	• Pay simple	DDA will inform the DE informing the list of persons to whom Demand letter

	obtain completion certificate o flats for which Request to invite applications has been made within six months from the notice.	interest to the Allottee on the amount deposited by him @ 10% per annum for the period of delay. • The interest amount shall be transferred to the allottee directly by the DE by DBT on monthly basis, before 10th of next month. • DE will submit a monthly return by 30th of every month to DDA giving details of the interest remitted to the allottee	has been issued, Amount deposited by them, their Account details and date of start of interest.
6	Failure to pay interest (as per SI # 5 above) by the DE in case of delay in obtaining the Completion Certificate. [This failure will be triggered upon the event of delay in payment of interest by more than 30 days)	Pay to DDA, a penalty amount equal to double the interest amount.	• Recover the penalty from the DE from the Escrow account / otherwise, from the amount due to the DE. • Pay the simple interest amount directly to the applicant

	Failure to submit the return as envisaged in Sl #5 will also be construed as a presumption of failure to pay interest		
7	Failure to surrender Vacant flats to DDA which can-not be disposed 3 years after completion & Failure to execute conveyance deed in favour of DDA in respect of such flats	• Pay to DDA, market price of such flats	• Determine market price of Such Flats
8.	Failure to meet engineering specifications laid out by DDA in respect of Flats provided to DDA	(a) Pay to DDA, the amount required for rectification of defects	DDA will get the defects rectified at the risk and cost of the DE9.
9.	Failure to execute appropriate conveyance deed in respect of DDA's portion EWS Flats within 60 days of full payment by the allottee.	• Pay to DDA; penalty @ 8% per year on the Cost o flat for the delay period on the Notional cost	• Determine Notional price of EWS flats (DDA's) portion).

49. All dues payable to the DDA in respect of the plot of the building erected thereon shall be recoverable as arrears of land revenue and will be first charge on property.

50. If the Conveyance deed of the plot is obtained by any concealment, misrepresentation, misstatement or fraud and if there is any breach of conditions of the auction the Conveyance deed will be terminated, and the possession of the plot and the building thereon will be taken over by the DDA and the DE will not be entitled to any compensation/refund.

Withdrawal of amounts from Escrow Account by DE

51. The DE shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the Vendor against any inaccuracy in the work, which might surface during implementation of the project.

52. Advance withdrawal will not be considered.

53. The DE will submit Withdrawal Proposal, complete in all respects, on the last working day of every month, for necessary settlement. The proposal should be submitted along with complete details of amount due for withdrawal during the month(s), supporting documents. A reconciliation sheet pertaining to the withdrawals will be submitted every quarter.

54. The final withdrawal, in each financial year, shall be allowed only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the contract, or communicated subsequently by Vendor.

55. Currency: The withdrawals shall be in local currency i.e. Indian Rupees.

Assignment and Charges

56. The Contract shall not be assigned by the DE save and except with prior consent in writing of the Vendor, which the Vendor will be entitled to decline without assigning any reason whatsoever.

57. The Vendor is entitled to assign any rights, interests and obligations under this Contract to third parties.

Force Majeure

58. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.

59. Force Majeure shall not include

    i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
    ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

60. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof.

61. No Breach of Contract: The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

a. Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
b. has informed the other party as soon as possible about the occurrence of such an event.
c. the dates of commencement and estimated cessation of such event of Force Majeure; and
d. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

62. If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

63. Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.
64. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

65. Withdrawals from Escrow Account: During the period of their inability to perform the Services as a result of an event of Force Majeure, the DE shall be entitled to continue to withdraw amounts due to it the terms of this Contract.

Severability:

66. If for any reason whatever any provision of the Contract order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

Risk Purchase

67. In the event DE fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the Vendor or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Vendor due to breach of any obligations of the DE under this Agreement, Vendor reserves the right to procure similar or equivalent Services/Deliverables from another alternate source at the risk, cost and responsibility of the DE.

68. Any incremental cost borne by the Vendor in procuring such Services/ Deliverables shall be borne by the DE. Any such incremental cost incurred in the procurement of such Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments, Security Deposit/Bank Guarantee provided by the DE under this Agreement, and if the value of the Services/Deliverables under risk purchase exceeds the amount of Security Deposit/Bank Guarantee, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, Vendor shall serve a notice period of I (one) month to the DE.

Limitation of Liability

69. Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
70. Except in the case of Gross Negligence or Wilful Misconduct on the part of the DE or on the part of any person acting on behalf of the DE executing the work or in carrying out the Services, the DE, with respect to damage caused by the DE including to property and/or assets of Vendor or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the DE may be entitled to receive from any insurance maintained by the DE to cover such a liability, whichever of (A) or (B) is higher.

71. •This limitation of liability slated in this Clause, shall not affect the DE's liability, if any, for direct damage by DE to a Third Party's real property, tangible personal property or bodily injury or death caused by the DE or any person acting on behalf of the DE in executing the work or in carrying out the Services.
72. For the purposes of above Clauses, -

    i. "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

    ii. ``Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life,

personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

Indemnity

73. The DE must indemnify the Vendor against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied services/manpower etc and related services or any part thereof. Vendor stand indemnified from any claims that the hired manpower / DE's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. Vendor also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / DE's manpower while discharging their duty towards fulfilment of the purchase orders.

74. The DE agrees to indemnify and hold harmless the Vendor from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fees and other costs of defense or investigation related to or arising out of, whether directly or indirectly,

    a. the breach by the DE of any obligations specified in relevant clauses hereof;
    b. the alleged negligent, reckless or otherwise wrongful act or omission of the DE including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Vendor,"
    c. any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).

75. As soon as reasonably practicable after the receipt by the Vendor of a notice of the commencement of any action by a third party, the Vendor will notify the DE of the commencement thereof; provided, however, that the omissions to notify shall not relieve the DE from any liability which it may have to the Vendor or the third party.
76. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.
77. The foregoing provisions are in addition to any rights which the Vendor may have at common law, in equity or otherwise.
78. The DE shall at all times indemnify and keep indemnified Vendor against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

79. The DE shall at all times indemnify and keep indemnified Vendor against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the DE.

80. The DE shall at all times indemnify and keep indemnified Vendor against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the DE, in respect of wages, salaries, remuneration, compensation or the like.

81. All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes and Arbitration

82. If the DE doesn't agree with the opinion of the Vice-Chairman of the Vendor, the matter/dispute shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either party in accordance with the statutory provisions of the arbitration and conciliation Act 196 (as amended up to date) by High Court of Delhi at New Delhi or by the designated Arbitral institution at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Court in Delhi shall have the exclusive jurisdiction in relation to the present work order/Agreement.

The Arbitration proceedings shall be governed as per the provisions of Arbitration and conciliation Act 1996 (as amended up to date).

The Party invoking the arbitration clause, shall along with the notice of invoking of arbitration clause, submit a list of all the dispute(s) with exact claims and the amount claimed under all the disputes and only the said disputes shall be referred to the Arbitrator. The Arbitrator shall not be authorized to entertain nor shall decide any such dispute, claim or amount which has not been raised/mentioned in the said list. However, he may entertain any counter-claims raised by the opposite party.

Any decision or procedure finalized under the terms of this work order/Agreement shall be final & binding and shall be beyond the jurisdiction of the Arbitrator. Cost of arbitration shall be borne by each party proportionately, as per the schedule IV of the Arbitration and conciliation Act, 1996 as amended up to date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provision of this clause shall survive termination of this Agreement.

Notices

83. Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given either by —

i. e-mail at the email address mentioned in this agreement or,

ii. through any physical mode (such as hand delivery, recognized international courier) and transmitted or delivered to the Parties at their respective addresses.

84. The notices shall be deemed to have been made or delivered —

i. in the case of any communication made by email, when transmitted properly addressed to such e-mail address, and

ii. in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

Publicity

85. Except as required by law, the DE shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the Vendor.

Performance Security

86. In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the DE shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Gurantee, or The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60(Sixty) days from the date of completion of the assignment.

87. If the Vendor shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30)days prior to the date of expiry of the then existing Performance Security, the Vendor shall been titled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the DE of its obligations under this Work order until such time as the Vendor shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Vendor will refund to the DE the full amount of the bank guarantee, unless the Vendor has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the DE; provided that the Vendor will not be liable to pay any interest on such balance.

88. The Vendor will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw downs by the Vendor in accordance with the provisions hereof, be released by the Vendor within a period of 60(Sixty) Days from the date of completion of the services.

89. The Vendor shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

a. the DE becomes liable to pay penalty;
b. occurrence of any of the events listed in sub-clauses(a) through(f) of Clause3.2.I of this Work Order;
c. any material breach of the terms hereof; and/or

90. Without prejudice to paragraph above, if the DE fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order, the Vendor shall have the right to terminate the agreement forthwith and the DE shall have no claim over the payments due to it.

Governing Law and Jurisdiction

91. This Agreement be construed and interpreted in accordance with and governed by the laws of India, and only the Courts in Delhi shall have the exclusive jurisdiction over matters arising out of of/or relating to this Agreement.

In witness whereof Shri..... for and on behalf of any by order and direction of the Authority has hereunto set his hands and Shri.....s/o.....for and on behalf of DE has set his hand on the day and year first above written.

Appendix - I

The Engineering specifications for the construction of EWS Flats as per DSR and IS Code.

Architectural finishes and Technical specification

A. Civil works

S.No	Description	Specification

.	Door Frames	Galvanized Plan powder coated Steel Sheet 1.25mm thick, conforming to IS:277
2.	Door Shutter	Pre-painted galvanized steel Door shutter 35mm thick sheet except for toilets, where it will be of PVC shutter 30mm thick details as r DSR
3.	Kitchen Counter	600mm wide &800mm high kitchen working counter with jet black Granite 18mm thick, with stainless steel sink over RCC slab and vertical supports, all exposed edges shall have granite facia with necessary molding.
4.	Flooring	i. All rooms, cabin Others spaces to be vitrified (mirror finish) tiles of approved quality and colour, Minimum mm, laid with adhesive as per approved colour&pattern. ii. Entrance, passage and lobby-25mm thick kota stone. iii. W.C-coloured ceramic tiles of approved quality and colour, minimum 300x300mm (Anti-skid) with adhesive. iv. Bathroom &Balcony — Coloured ceramic tiles or approved quality and colour ceramic tiles of approved quality and colour, minimum 300x300mm Anti skid with adhesive.
5.	Skirting	The specifications for material of skirting will be same as flooring . The skirting will be 100 mm hi h.
6.	Dado	i. Above Kitchen counter-Ceramic tiles of approved colour, minimum

		300x450mm, upto 600mm height fixed with adhesive (75mm granite moulding) ii. Bathroom-Coloured ceramic tiles of approved quality and colour, minimum 300x450mm up to ceiling fixed with adhesive. iii. W.C Coloured ceramic tiles of approved quality and colour, minimum 300x450 up to ceiling fixed with adhesive. iv. Lift- Ceramic tile 300x600 mm tiles cladding up to ceiling height in entrance, lobby and lift core as per pattern, Kota stone on soffit & Jambs
7.	Tread &riser	Kota stone as per approved patterns

8.	Railing	i. 120cm high, 304 grade stainless steel railing having minimum weight 14Kg/Sqm. common area approved ii. 40mm dia MS tube Hand rail.
9. 10.	Window Ventilator	IJPVC sliding windows, as approved, Soffit &jambs with green marble/Udaipur green stone. IJPVC ventilator in W.C. Oath, fixed and top hung with provision for exhaust fan as approved. Soffit &jambs with green marble /Udaipur green stone
11.	Plastering (Wherever required)	i. Internal-Gypsum plaster, using chickin mesh. ii. External-12mm cement plaster 1:2 (I cement: 2 stone dust) iii. For ACC Block walls —Polymer modified cement plaster,
12	External walls finish	i. External surface shall be made proper with coarse putty before painting/texture work. ii. Textured Finish as per approved colour, branch and shade.
13	Internal walls &Ceiling Finish	i. Walls to be treated with cement-based polymer Modified Coarse Putty. ii. For ACC block walls-polymer modified cement plaster.
14.	Internal walls&ceiling painting	i. Ceiling —Two or more coat of Acrylic distemper. ii. Internal-Two or more coat of Acrylic distemper.
15.	Basement Internal Walls &Ceiling	Cement Paint.
16	Terrace treatment	i. •Terrace Water proofing-Average 120 mm thick brick bat coba with China mosaic finish
17	Balcony Flooring	Ceramic tiles minimum (Anti skid) laid on cement mortar, of a roved uali and colour.
Guide Lines for External Development.		
1.	Kerb Stone	High grade Concrete precast block M-25 of size as a roved b Engineer-in-charge.
2	Inter-locking pavers	80mm thick Heavy-duty pavers grade M-35, Shape & pattern color etc fixed on base as approved by Engineer-in —charge.

		1 in each room 1 in Kitchen Total-3
2.	Light Plug Points (5 amp)	1 in each Room 1 in kitchen Total-3
3.	Light Point	2 in each Room 1 in kitchen 1 in WIC 1 in Bath Room 1 in utility 1 at entrance 1 balcony/courtyard Total-10
4.	Ceiling fan point	1 in living Room 1 in Bedroom Total-2
5.	Call Bell Point	1
6	Exhaust Fan point	1 IN KITCHEN
7	AC power point	NIL
8.	1 in Bathroom	
9.	MCB-DB/MCB Sin le Phase	1 (2+6 way double door in construction)
10	Cable TV point	1 in living room 1 in bed room RG 6 Coaxial 'Copper'
11.	Telephone point As per approval of competent authority	1 in living room (2 Core 0.62 mm dia. Annealed tinned Copper

Note:

1. All the common areas shall have lighting arrangement along with LED light fixture as per actual design.

2. The wiring shall be done using FRLS PVC insulated, 1100 Volt copper conductor cable in M.S conduits (recess/surface)/PVC heavy duty conduit (recess)
3. Sub-Main wiring shall be done using FRI-S PVC insulated copper conductor cable of 2x6sq.mrn+1x6 Sq.mm earth wire. However, size of the sub main may have to be increased considering connected load, voltage drop calculation, overload, safety factor etc.
4. All the cable TV points of a single residential unit should be connected to each other through coaxial cable and suitable splitter. TV cable of all the house on a single floor should be terminated in suitable size of G.I. box/boxes in electrical shaft.3
5. The geyser power point switch shall be of 2 modules & minimum rating of 25 Amp. DPMCB with enclosure.
6. Supply of geysers & Ceiling fans for Baths/Toilets/Kitchens inside the dwelling units is not in the scope of contractor. Brass angle/batten holder shall be provided on light points in kitchen, WC & bath room.
7. The inventory of electrical points in the above table in minimum and if any more electrical points(s)n are required as per requirement of flat at the time of IEI drawing approval stage and approval of Engineering-in charge, the same shall be provide within the tendered cost and the contractor shall have no claim for such extra point(s).
8. Stair case light point is for common area (for controlling group control light points, controlling switch shall be 6amp MCP with box instead of switch.)
9. All the Switches, Sockets, Cover Plates, Switch Plates & Fan Regulator etc. shall be Modular type.
10. Meter boards along with all component like RCBO etc. for residential houses will be located at stilt/ground floor/or any other location as per norms of DISCOM/as per drawing approved by Engineering-in- change
11. MCB's for lighting circuits shall generally be of "B" series whereas the circuits feeding discharge, halogen lamps, all power outlet points, equipment/machinery shall be of "C" series (Motor Circuit) types. All miniature circuit breakers shall be of 10 KA rated rupturing capacity.
12. Distribution Board installed in indoor dry locations shall conform to IP-42. Distribution Board installed in outdoor & wet locations shall conform to IP-65. Distribution board shall be provided with MCB and earth leakage circuit breaker /RCBO. Earth leakage circuit breaker/RCBO shall be current operated type and of sensitivity not less than 100mA unless otherwise stated. ELCB/RCBO shall be mounted within distribution board box.

ANNEXURE: III

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

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)

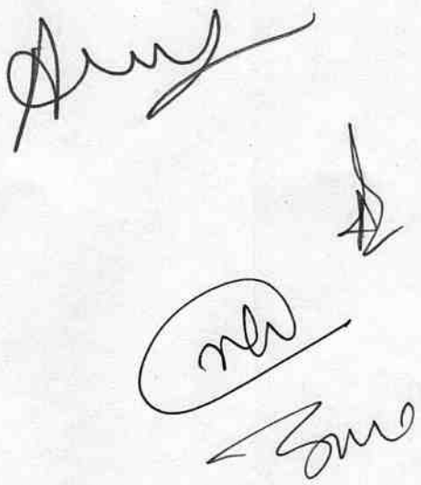
In the presence of:

(1) Shri/Smt.....

(2) Shri/Smt. .....

I the above named deponent do hereby verify on this day .....of.....2021, 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:IV

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 (GH)

Delhi Development Authority

VikasSadan, 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 a auctioner 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: V

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

DELHI DEVELOPMENT AUTHORITY

Group Housing 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 :.....

Applicant/ authorized signatory

6. Age :.....

7. Full Residential Address
:.....

8. Occupational Address
:.....

9. Telephone No./Mobile No.
:.....

B. PARTICULARS OF TENDER FOR Group Housing 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.

ANNEXURE-VI

DELHI DEVELOPMENT AUTHORITY

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

FORM BA

(See rule 42)

CONVEYANCE DEED PROFORMA

(For Residential 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, VikasSadan, 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

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.