



press Notice

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH**

Auction of plot/land at Peeragarhi for Large Integrated Commercial Development(LICD): Attention EOI dated. 11th march, 2019.

In continuation of Expression of Interest (EOI) dated 11th March, 2019 and subsequent Auction Notice dated 1.2.2020, DDA has decided to e-auction a plot ad-measuring 1,15,843 sq. mtr.(11.58Hect.) at Peeragarhi, Delhi for Large Integrated Commercial Development(LICD) which is intended to be developed as Integrated place for shopping, socialising, entertainment hub, where families can shop in bulk and spend time together. The complex is to be designed by a single developer/joint venture and will consist of an integrated avenue for shopping, large discount stores, entertainment, art & culture and celebrations at one place. Main specifications/development control norms for the plot are as follows:

Area (Sq.m.)	Covered Area (Sq.m.)	Ground Coverage (Sq.m.)	Mandatory Green (Sq.m.)	Reserved Price (Rs.)
1,15,843	2,29,948.	76,649	12,537	2958,16,68,480

The aforesaid plot also consists of a hotel plot at measuring 7000 sq. mtr. with permissible FAR 26,250 sq. mtr. (@375) and permissible ground coverage 2800 sq. mtr. @ 40% maximum. The FAR proposed under Hotel can be a separate or as an integral part of the entire plot at the choice of developer

The auction purchaser will be allowed to undertake development as per specifications of lay out plan of the plot as mentioned above within the overall provisions of MPD-2021 and Unified Building Bye Laws(UBBL) 2016.

Over all auction documents containing detailed schedule and terms & conditions for the above auction is available on DDA's web site www.dda.org.in w.e.f. 16.02.2020.

Director (CL)



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

**Commercial Plots for Development of Large Integrated Commercial
Development (LICD) and Business Park on 'as is where basis'**

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

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Schedule of Bidding Process

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

1.	Issue of Notice for e-auction of Large Commercial Plots for Development of Large Integrated Commercial Development (LICD) and Business Park	15.02.2020
2.	Help Desk operational for training and information on e-auction	18.02.2020 onwards
3.	Period of availability of application for e-auction /offer documents on www.tenderwizard.com/DDAAUCTION	From 18.02.2020 onwards
4.	Last Date of online submission of mandatory document with EMD.	18.04.2020 (6:00 PM)
5.	Offer document including relevant details and Reserve Price	As per ANNEXURE: I
6.	Date of online bidding under this e-auction	20.04.2020 (10.00 AM onwards)

(Any changes in above schedule will be notified only on DDA website

www.dda.org.in and e-auction website

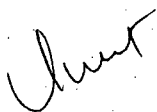
www.tenderwizard.com/DDAAUCTION

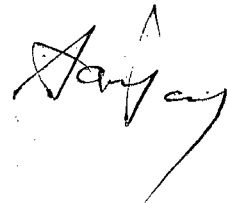
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1. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

- 1.1 Delhi Development Authority, hereinafter called DDA, invites the interested/eligible parties to participate in e-auction for the sale of Commercial Plots on '**as is where is basis**' as per the details mentioned at '**Annexure-1**' for development of Large Integrated Commercial Development (LICD)/Business Park, Large Integrated Commercial Development (LICD) may involve facilities for shopping, socializing and entertainment use where families can shop in bulk and spend time together. The complex may be designed by a Single Developer or a joint venture and will consist of '**integrated avenue**' for shopping large discount stores, entertainment, hospitality, health care, recreational, art and culture and celebrations at one place. Business Park is conceptualized to be a commercial hub to facilitate corporate and developers to set up offices and provide a destination for business activities etc. It shall have offices, retail outlets, shopping, centers, hotels, service apartments and other supporting services or business activities.
- 1.2 E-auction of the plots would be done under the relevant provisions of Delhi Development Authority (Disposal of Developed Nazul Land) Rules-1981 and as per the terms and conditions prescribed in the auction documents. It will be presumed that the bidder has visited the site and satisfied himself / herself / itself with the prevalent site conditions in all respects including status and level of infrastructural facilities available etc. before participating in the E-auction and submitting the bids.
- 1.3 All the activities shall be allowed only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the Auction Purchaser to obtain all statutory clearances from the concerned authority /(ies) prior to starting functioning of the premises. The vendor shall not be responsible for any consequences arising out of the failure of the Auction Purchaser to receive any such statutory clearance or any delay in this regard.
- 1.4 The Auction purchaser has to develop the place environmental friendly and have adequate plan for installing solar energy system for meeting the energy requirements of the place. The maintenance and operations of the place should be based on 100% recycling of water and it has to maintain, preserve and develop the natural water body, if existing on the plot.
- 1.5 The auction purchaser has to complete the construction (at least 1/3 of FAR) within a period of 5 years from the date of possession of the plot failing which it would be liable to pay penalty for Extension of Time (EOT) for delayed construction/completion.





- 1.6 Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.
- 1.7 **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.
- 1.8 **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- 1.9 **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- 1.10 **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DDA website www.dda.org.in or e-auction website www.tenderwizard.com/DDAAUCTION free of cost.
- 1.11 **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.
- 1.12 **Amendment of E-Auction Document:** At any time prior to the Proposal Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the **E-Auction Document**. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.
- 1.13 **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.
- 1.14 **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 deems fit, including annulment of the bidding process, at any time prior to award

of Project, without liability or any obligation for such acceptance, rejection or annulment.

1.15 **Force Majeure:** The bidders shall not be responsible for failure or delay in performing their obligations under these 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.

1.16. **Disputes:-** In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Lieutenant Governor or any other person appointed by him. It will be no objection that the arbitrator is a government servant, and that he has to deal with the matters to which the documents relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award. Subject as aforesaid the Arbitration Act, 1996 and Rules there under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Such arbitration proceedings shall be conducted in Delhi only and in English Language.

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CHAPTER – I

2. E-AUCTION DETAILS FOR PRESENT PROJECT

2.1 Eligibility:

2.1.1 Any person, who has attained majority, a group of persons, Firm, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, or Registered Co-operative Society may participate in the e-auction and submit bid for the allotment of the commercial plots on free hold rights basis. No Bid shall be accepted if given in the name or on behalf of a proposed company.

2.1.2 No change in name of the bidder will be allowed under any circumstances except has mentioned in clause 2.1.10 below.

2.1.3 NRIs and PIOs may also participate in the e-auction programme subject to compliance as per the Notification No.FEIA/212000/RB dated 03.05.2000 issued by RBI. FDI upto 100% is permitted on automatic route in the Commercial & tourism sector and subject to other rules and regulations framed in this behalf.

2.1.4 Any proprietor or partnership firm, private or public limited company, consortium, joint venture can submit bid (s).

2.1.5 The bidders should be competent to contract.

2.1.6 The bidders can Bid for any numbers of plots offered under above Scheme. However, in that case net worth of the tenderer should not be less than exceed aggregate net worth required for each of the plots bid by the applicant.

2.1.7 In case of company, Board resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender application form.

2.1.8 In case of partnership firm, all the partners are required to sign the tender document and the attach documents. In case the documents mentioned above are not signed by all the partners, then necessary authorization letter from all the other partners should also be enclosed.

2.1.9 In case the bidders have formed a consortium;-

- a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Delhi Development Authority. Lead member should be the single largest shareholder having at least 30% share in the consortium. Each member of the consortium with equity stake of at least 05% will be considered as the "relevant member".

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- b) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the auction, and in case its bids is accepted being the H-1 bid, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. MOA should be submitted in original duly registered/notarized with appropriate authority.
- c) The members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the auction, and in case the plot is allotted to them, to form Special Purpose Company', hereinafter called SPC, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity share holding of each member of the Consortium in the proposed SPCs. The SPCs must necessarily be Firm(s)/Company(ies) registered in India with the appropriate statutory Authority. In the case of consortium, the lead member and/or the relevant member and/or SPC(s) incorporated by them, put together, will have to develop the project.
- d) Consortium so formed is eligible to participate in the e-Auction process, but allotment will be made in favour of a Joint Venture (JV) company or Special Purpose (SP) company formed by the Members of consortium which should be a registered firm or an incorporated company. Allotment of land / Execution of the conveyance deed will be made in favour of the Joint Venture or Special Purpose Company
- e) Total number of members in consortium shall not be more than 5 (five).

2.1.10 Successful bidders can change the name of the executing company(ies)/body corporate(s) within 60 days from the date of acceptance of the tender after taking prior permission from the DDA.

2.2 Earnest Money Deposit (EMD):

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:

- 2.2.1 **5%** of the Reserve price at 1st stage by all Bidders i.e. at the time of participation in the e-auction programme.
- 2.2.2 **20%** of the Bid premium and difference of **5%** reserve price at second stage by successful bidder (H-1 Bidder) within **07** days from the issue of **Letter of Intimation (LOI)** after acceptance of their bid by the competent authority.

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- 2.2.3 If the successful bidder fails to deposit balance **20 % EMD** (second stage) as mentioned in para 2.2.2 above in 7 Day's period then EMD of **5%** Submitted at the time of Participation would be summarily forfeited.
- 2.2.4 The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on DDA's e-auction portal i.e. www.tenderwizard.com/DDAAUCTION. Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.
- 2.2.5 No offer/bid shall be accepted without successful payment of EMD.
- 2.2.6 The EMD will be adjusted in the payment against the premium of bid Payable to the bidder authority by the successful Bidder (H-1 Bidder).
- 2.2.7 The EMD paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.
- 2.2.8 Only the Bidders making payments of 1st stage EMD, will be allowed to participate in the e- Auction process.

2.3 Submission of the Bid:

- 2.3.1. The intending bidders can register/Participate in the bidding process once they get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DDAAUCTION.
- 2.3.2. For participation in this process, the intending Bidders are required to submit/ pay EMD amounting to 5% of the reserved price, as mentioned in **clause 2.2** above. All payments are required to be made online.
- 2.3.3 Documents to be uploaded online along with 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.
 - v) Copy of Registration Certificate w.r.t. the company (it prospective bidder is company) issued by Registrar of Companies (ROC).
 - vi) Copy of MOA in case of consortium.
 - vii) A copy of partnership deed in case prepare from bidder is a partnership firm.
- 2.3.4 Request form of each plot is to be submitted separately with separate EMDs.
- 2.3.5 **Opening of Bids (Start date of online bidding)**

The e-auction will start on 20.04.2020 from 10.00 Hrs. onwards.

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2.4 Evaluation of Bid

- 2.4.1 The VC, DDA, is the Competent Authority to 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 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 bid(s) without assigning any reason. 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 to be submitted within 7 days from the Date of issue of LOI through online payment. In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (5% of the reserve price) submitted along the Bid shall be forfeited.
- 2.4.4 After deposit of second stage EMD, the DDA shall issue a Demand- cum- Allotment Letter for the plot to the bidder whose bid has been accepted through registered post calling upon him to remit the balance 75% amount/premium of the bid offered as per the details / schedule mentioned in para 4.3 of the tender document.
- 2.4.5 In case the payment of balance premium is not received within the stipulated period as indicated above, the bid shall automatically stand cancelled and the entire EMD (25% of premium offered) shall stand forfeited without any notice. In that eventuality, DDA shall be entitled to re-auction the plot.
- 2.4.6 The VC or the designated officer on his behalf, shall within 15 days of the date of completion of e-auction process, communicate to all other bidders, non-acceptance of their bids and return the earnest money received from them without any interest.
- 2.4.7 The bidder after submission of Bid shall not be permitted to withdraw, surrender or modify his bid on any ground, whatsoever. If he withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.

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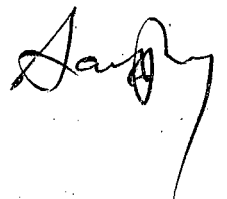
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2.5 Validity of Offer

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

2.6 Right to reject bid

- i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.
- ii) The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm even 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 the Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.



CHAPTER - 2

3. TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION

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

- a) Participants have to get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DDAAUCTION by making online payment for Rs.2000 + applicable GST. Help assistance is available for prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and at the Tender Wizard Helpdesk, C-62, 2nd Floor, Preet Vihar, Opp. to Pillar No.79, New Delhi-110092.
- b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.
- c) Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
- d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.

3.2 **Time Extension:**

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

3.3 **Training and Assistance Booth for the prospective Bidders:**

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

Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

3.4. Bids:

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

3.5. The bidders are required to quote the rate with reference to the plot 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 the offer document. The bid for e-auction shall start with **minimum one increment above** the reserve price. The reserve price as mentioned in the document may not be treated as final price. The minimum increment of bid shall be **0.5 %** of the reserve price rounded off to nearest **Rs.1000/-** and each subsequent bid will be made in the multiple of the **minimum increment** price as mentioned above.

3.6. Facilitation charges will be paid by the successful bidder Rs.22,50,000/- Plot to the e-auctioning agency engaged by DDA.

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

3.7. Note of caution for the Bidders:

- i) Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.
- ii) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

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

3.9. **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 LOI and give his/her/its concurrence by signing the letter and uploading it on the e-auction portal www.tenderwizard.com/DDAAUCTION.

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CHAPTER – 3

4. GENERAL TERMS & CONDITIONS OF THE E-AUCTION

4.1. Bidding for the Auction

- (i) The bid shall be for the amount of the premium offered for the **freehold rights** in the plot. The plot is being auctioned on '**as is where is basis**' it will be presumed that the intending purchaser has inspected the site and satisfied himself with the prevalent site conditions in all respects including status of development/ level of infrastructural facilities available etc before participating in the bid and submitting the bid. The bidder cannot put any condition with his bid. No conditional bid will be entertained.
- (ii) The VC, DDA, is the Competent Authority to 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.
- (iii) The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm even 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.
- (iv) 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.
- (v) If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If DDA has to withdraw the Commercial plot from auction (including not handing over the Commercial plot to successful bidders due to any reason like excess area or less area, etc.) then the E.M.D 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 the providing six months , DDA will be liable to pay simple interest of 7% per annum for the amount lying with DDA for such period.
- (vi) **Brochure and the application form can be downloaded from our website www.tenderwizard.com/DDAAUCTION.**

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

4.2. Acceptance/rejection of the Bid by the Competent Authority

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

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

- a) 20% of the Bid premium and difference of 5% reserve price at second stage by successful bidder (H-1 Bidder) within 07 days from the issue of Letter of Intimation (LOI) after acceptance of their bid by the competent authority.
- b) The Demand-cum-Allotment letter will be issued to the highest bidder after acceptance of the bid by the Competent Authority. The highest bidder is required to deposit the balance 75% amount of the premium offered (i.e. the bid offered) within 90 (Ninety) days of the issue of Demand-cum-Allotment letter through a bank draft/challan only in the branches of Central Bank of India/State Bank of India, Vikas Sadan, INA, New Delhi and submit a copy of challan to the Dy. Director, CL, DDA as proof of having done so. The Vice-Chairman, DDA may extend the last date of payment of the balance premium. where he is satisfied that sufficient reasons exist for doing so, upto a maximum of 180 days subject to payment of interest on the balance premium/amount @ 14% per annum, provided that any such application for seeking extension of time should be submitted in person to the Director (CL) at least 7 days before the last date for making the payment of the balance premium. The interest is applicable only on the delayed amount of the total amount due and to be computed on every 15 days basis e.g. if the payment is delayed for 1 to 15 days interest is applicable for 15 day. Similarly if the delay is for 16 to 31 days interest is applicable for 30 days and so on.
- c) The conveyance deed will be executed in favour of the H-1 bidder only after receiving payment of the entire bid amount along with the interest, if applicable.

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d) Copy of site plan and four copies of the Conveyance Deed indicating the amount on which the stamp duty is payable will also be issued at the time of the Demand-cum-Allotment letter to the successful bidder whose bid has been accepted by the Competent Authority to get the Conveyance Deed papers stamped from the Collector of Stamps.

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

4.5. Issue of Possession Letter

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

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above documents, the Possession Letter will be issued to the successful Bidder/Allottee. The Possession Letter so issued shall carry the date on which the physical possession of the plot will be handed over to the successful Bidder/Allottee at site.

4.6. Operations and Maintenance charges

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

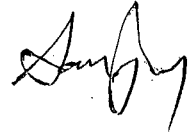
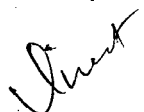
4.7. Payment of other charges

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

4.8. Compliance with Statute, Regulations

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

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



4.9. Execution of Conveyance Deed and other main conditions of Tender

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

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- ix) The Vendor Authority 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.
- x) 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.
- xi) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.
- xii) The said plot is allotted on the basis of 'as is where is' and the auction 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.
- xiii) If it is discovered at any stage that the allotment or conveyance 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 auction purchaser. The decision of the vendor in this regard shall be final and binding upon the auction purchaser and shall not be called in question in any proceedings.

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- xiv) That the auction purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.
- xv) That the vendor reserves the right to cancel this deed in event of breach of conditions of auction/tender and of this deed.
- xvi) The stamp duty and registration charges upon this instrument shall be borne by the auction purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.
- xvii) The successful Bidder shall be liable to pay and discharge all rates, taxes, charges and assessments of every description in respect of the plot or the building whether assessed, charged or imposed on the plot or on the building constructed or on the landlord or tenant in respect thereof.
- xviii) The successful Bidder/Allottee shall not, however, sub-let the whole or any part of the building that may be erected upon the plot for the purpose other than as specified in the architectural controls referred to above.
- xix) Any money due to DDA or the Vendor in respect of the plot or the building erected thereupon shall be recoverable as arrears of land revenue.
- xx) The Successful Bidder/Allottee shall not without sanction or permission in writing of the proper Municipal or other authorities concerned erect any building or make any alteration or addition to such building on the Plot/apartment.

4.10. Provision for Electric Sub-Station and Booster Pumping Stations

- i) Each plot holder shall earmark within his own plot area/basement, space for construction of ground reservoir/booster pumping station and it will be his sole responsibility to construct the reservoir and booster pumping station to supply water to all floors of his complex DDA/MCD will supply the water at ground level only.
- ii) The plot holder shall also reserve a space for installation of electric sub-station within the building in consultation with the ESES / NDPL and the MCD / Local authorities concerned.
- iii) Auction purchaser shall provide the facilities of toilet and garbage disposal for the working laborers at the site and ensure that cleanliness and

hygiene at the site is maintained and that the working laborers do not spoil other parts of the complex.

4.11. Approval of Drawings

The control norms as specified and the details of the plot and site plans as described in 'Annexure-A-1' in the Tender are sufficiently exploratory. The auction purchaser to formulate the proposals for submission to DOA/concerned authority for approval in accordance with building bye-laws submitted through a qualified Architect of repute to the DUAC for approval with a copy to Chief Architect, DDA. All the mandatory controls are to be observed by the auction purchaser and his architect. The owner has also to reserve a space for an electric sub-station within the building as per the requirements of statutory electricity regulatory authority/BSES/NDPL.

4.12. Cost and Transfer Duties :-

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

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

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ANNEXURE-I

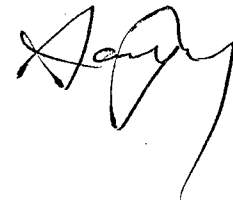
Commercial Plots for Development of Large Integrated Commercial Development (LICD) on 'as is where basis'

Development Controls Norms : Commercial Plot-A

1. Area of plot-A after deduction of area of slip road (536 sqm.) vide approved PWD proposals - 1,15,843 sqm.
2. Permissible Covered area - 2,29,948 Sqm.
3. Permissible Ground Coverage - 76,649 Sqm.
4. Setbacks - F – 15m along Rohtak Road, Rear 9m, Sides 12m & 9m (as/ drawing)
5. Height - NR (subject to AAI & CFO clearance)
6. Area under mandatory green - 12537 Sqm.
7. Hotel Plot * (one no.) area - 7000 Sqm.
8. Permissible FAR @ 375 - 26250 Sqm.
9. Permissible Gr. Cov. @ 40% (max)- 2800 Sqm.
10. **Reserve Price (RP)** - **Rs.2958,16,68,480/-**
11. **Minimum increment of Bid** - **Rs.14,79,08,000/-**
12. E-auction will start with minimum one increment above the Reserve Price

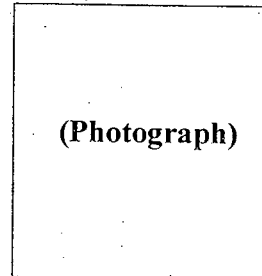
All the other control norms for commercial Plot-A to be followed as per the provisions of MPD 2021 & UBBL-2016

* Hotel plot is part of the over all plot admeasuring 1,15,843 sqm. FAR proposed under Hotel can be utilized as separate or as an integral part of the entire plot as per the choice of the auction purchaser.



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

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



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

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

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

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

(1) The Vendor excepts and reserves unto himself all mines and minerals of whatever nature lying in or
under the said property together with full liberty at all times for the Vendor, its agents and workmen, to
enter upon all or any part of the property together to search for , win, make merchantable and carry

away the said mines and minerals under or upon the said property or any adjoining lands of the Vendor and to lay-down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the Purchaser for damage done unto him thereby, subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of the said property and to all public rights or easement affecting the same.

- (2) That notwithstanding execution of this Deed, use of the property in contravention of the provision of Master Plan/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section 14 of Delhi Development Act or any other law for the time being in force.
- (3) The Purchaser shall comply with the building, drainage and other byelaws of the appropriate Municipal or other authorities for the time being in force.
- (4) The said plot is allotted on the basis of 'as is' and the Purchaser cannot make any alteration/ addition/ encroachment/unauthorized construction in or around the same without written permission of Vendor (DDA) who may refuse or grant the same subject to such terms and conditions as deemed proper. All fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee / Purchaser.
- (5) If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the Purchaser. The decision of the vendor in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings.
- (6) That the Purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.
- (7) That the vendor reserves the right to cancel this deed in event of breach of conditions of allotment/ auction/tender and of this deed.
- (8) The stamp duty and registration charges upon this instrument shall be borne by the Purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

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

THIS SCHEDULE ABOVE REFERRED TO

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

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

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[Handwritten Signature]

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

In the presence of:

(VENDOR)

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

Signed by Shri/Smt.....
.....

In the presence of:

(PURCHASER)

(1) Shri/Smt.....

(2) Shri/Smt.

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AFFIDAVIT

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

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

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

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

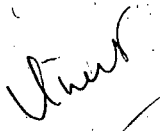
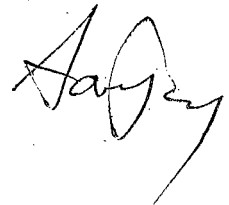
The undersigned also understands that furnishing of false information could result in disqualification of my Bid for the allotment of plots.

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

Verification

I the above named deponent do hereby verify on this day
of.....2020, 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)



LETTER OF APPLICATION AND INTENT

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

Date

To,

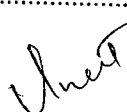
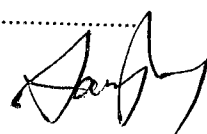
The Dy. Director-Commercial Land
Delhi Development Authority
Vikas Sadan, Near INA Market
New Delhi.

Sir,

1. Being duly authorized to represent and on behalf of – (herein after the Applicant), and having studied and full understood all the information provided in the auction documents, the undersigned hereby apply as auctioneer for the plot at, Delhi according to the terms and conditions of the offer made by Delhi Development Authority for the said site.
2. The payments towards the Earnest Money Deposit have already been paid online.
3. DDA and its authorized representatives are hereby authorized to conduct an inquiry or investigation to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to; in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application or with regard to the resources, experience and competence of the Applicant.
4. This application is made with full understanding that:
 - a. Bid will be subject to verification of all information submitted at the time of bidding.
 - b. DDA reserves the right to reject or accept any Bid, cancel the bidding process and reject all bids.
 - c. DDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. We undersigned declare the statement made, and the information provided in the duly completed application form enclosed are complete, true and correct in every detail.
6. We have read the terms and conditions of the offer detailed in the auction document and the terms and conditions of conveyance deed and are willing to abide by them unconditionally.
7. The offer made by us is valid for the next six months.

Name Name

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

Signed Signed
 

Name Name

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

Signed Signed

Name Name.....

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

Signed Signed.....

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ANNEXURE: V

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

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

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

A. PARTICULARS OF THE BIDDER :

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

B. PARTICULARS OF TENDER FOR COMMERCIAL PLOT

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

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

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

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

SIGNATURE OF THE TENDERER OR
ON BEHALF OF THE APPLICANT TENDERER

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[Handwritten Signature]

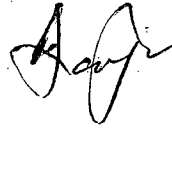
Date:

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.

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DISCLAIMER

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

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

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

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document

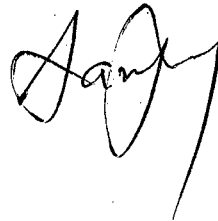
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[Signature]

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.

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A handwritten signature in black ink, appearing to be 'Andy', written in a cursive style.