



# DELHI DEVELOPMENT AUTHORITY

## DOCUMENT FOR E-AUCTION (2020)

OF

✓ Expandable Housing Scheme Properties on 'as is where is basis'

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

11/07/20

2nd 8-5-20  
DDA/RL

9/5/2020  
DDA/RL

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**Schedule of Bidding Process**

**E-Auction of Expandable Housing Plots on 'as is where is basis'**

1.	Issue of Notice for e-auction of Residential Properties	26.04.2020
2.	Help Desk operational for training and information on e-auction	11.05.2020 onwards
3.	Period of availability of application for e-auction /offer documents from <a href="http://www.tenderwizard.com/DDAAUCTION">www.tenderwizard.com/DDAAUCTION</a>	11.05.2020 onwards
4.	Last Date of online submission of mandatory document with EMD.	12.06.2020 up to (6:00 PM)
5.	Reserve Price of the Residential Properties	As per Annexure: I
6.	Date of online bidding under this e-auction	18.06.2020 (10:00 AM To 01:00 PM)

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

## DISCLAIMER

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

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the 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 of sale of Residential 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](http://www.dda.org.in) or e-auction website [www.tenderwizard.com/DDAAUCTION](http://www.tenderwizard.com/DDAAUCTION) 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.

\*The 'Plot' w.r.t. these terms and conditions means a piece of vacant land, including any construction thereon. The term will have the same meaning throughout this text. The successful allottee shall have permission to raze the existing structure and reconstruct a house of the 'plot' as per layout plan to be approved by DDA.



## **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 residential 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.FELA/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.

### **2.2 Earnest Money Deposit:**

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

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

### **2.3 Submission of the Bid:**

2.3.1. The intending bidders can register/Participate in the bidding process once they get themselves registered on the e-auction portal i.e. [www.tendervizard.com/DDAAUCTION](http://www.tendervizard.com/DDAAUCTION).

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

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

2.3.5 Documents to be uploaded online alongwith Application Form:

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

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

**2.3.7 Opening of Bids (Start date of online bidding)**

The e-auction will start from 18.06.2020 10:00Hrs.



## **2.4 Evaluation of Bid**

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

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the 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 be at liberty to re-auction the plot.

2.4.6 The VC or the Accepting Officer shall within 15 days of the date of completion of e-auction process, 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 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 ceased to be effective thereafter.

## **2.6 Right to reject bid**

- i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.
- ii) The confirmation of the highest bid shall be 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 normally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

**TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION**

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

- a) Participants have to get themselves registered on the e-auction portal i.e. [www.tenderwizard.com/DDAAUCTION](http://www.tenderwizard.com/DDAAUCTION) by making online payment for Rs.2000 + GST(non-refundable). Help is provided to the prospective bidders for registration at DDA Help Desk, VikasSadan, INA, New Delhi and at the Tender Wizard Helpdesk, C-62, 2<sup>ND</sup> Floor, Near Metro Pillar No.79, PreetVihar, New Delhi – 110092.
- 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 rejected 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 NagrikSuvudha 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. 45	Rs. 50,000 (Increment Value)

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

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

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

7. **Note of caution for the Bidders:**

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

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

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

9. **Acknowledgement of Letter of Acceptance (LOA):** Within a maximum of 7 workingdays 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.tenderwizard.com/DDAAUCTION](http://www.tenderwizard.com/DDAAUCTION)

## **CHAPTER – III**

### **GENERAL TERMS & CONDITIONS OF THE E-AUCTION**

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

#### **I. ELIGIBILITY**

1.(a) Any individual, who is not a minor and is a citizen of India, may purchase Freehold rights in any one plot, by bid in the auction if he/she, his wife/her husband or any of his/her minor or dependent children or dependent parents or dependent minor sisters and brothers, ordinarily residing with him/her do not own in full or in part on Leasehold or Freehold basis, any residential plot or flat or house/or have been allotted on hire purchase basis residential plot or house exceeding 67 Sq. Mtrs. in the Union Territory of Delhi, and neither he/she has transferred any residential plot/house/flat to anyone in the past, nor has transferred his /her membership in any Cooperative House Building Society/C.G.H.S. in Delhi.

1.(b) Public Sector Banks Companies & Firms shall be allowed to participate in auction programme of residential properties provided the premises is used for bonafide residential purpose of their staff. They will be allowed to purchase only one plot as specified in Nazul Rule.

1.(c) The Bidder/Purchaser must be a citizen of India or an NRI or a person of India Origin (P.I.Os). The permission of NRIs & PIOs shall be governed under FEMA regulation framed under notification FEMA No. 21/2000 R.B. dated May 03, 2000. The person of India origin will mean an individual (not being a citizen of Pakistan or Bangladesh or Sri Lanka or Afghanistan or China or Iran or Nepal or Bhutan), who (i) at any time, held Indian Passport, or (ii) who or either of whose father or grandfather was a citizen of India by virtue of the constitution of India or the Citizenship Act, 1955 (57 of 1955) and he or she is competent to enter into contract. Attested copy of passport to be attached with Bid application forms by NRI/PIO to establish the identity.

2. If the purchaser is married, then bid will have to be given in the joint names of wife and husband and if unmarried, he/she will have to apply for inclusion of name of wife/husband after marriage.

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

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



5. The area of residential plots 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 the 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.tenderwizard.com/DDAAUCTION](http://www.tenderwizard.com/DDAAUCTION).

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 favour 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 residential plot from auction (including not handing over the residential 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, within 90 days from the date of issue of the demand letter by RTGS. The Competent Authority may in his absolute discretion may extend the last date of payment up to the maximum period of 180 days, beyond the last date for payment with reference to the date of issue of demand letter, subject to payment of interest on the balance amount @ 10.00% p.a. during the extended period failing which the bid will automatically stands cancelled.

10. The officer conducting the auction shall 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, shall stand forfeited to DDA.

**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.**

11. Four copies of Conveyance deed along with 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 (LA) Residential. 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 (LA) Residential. 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 (LA) 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 residential 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 (LA) Residential in person or through

cancelled and the Earnest Money shall stand forfeited. In that eventuality, the competent authority shall be competent to re-auction the residential 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 (LA) Residential 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. 1000/- 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 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.

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

3. The allottee shall not sub-divide the plot or amalgamate with any other plot.
4. 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.
5. 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.
6. 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. 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.**

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

**Place**

**Date**

**Signature of the highest bidder/  
On his/her behalf/  
On behalf of the applicant**

**Countersigned by  
(Officer conduction the auction)**

## Annexure-I

Sr. No.	Name of the Approved Layout	Plot No., Pkt /Blk. Sector, & Scheme	Area (sqm.)	Reserve Price
1.	EHS	Plot No. 446 Pkt.-7 Sect. A-6 Narela	22.69	1048278
2.	EHS	Plot No. 742 Pkt.-7 Sect. A-6 Narela	22.69	1048278
3.	EHS	Plot No. 799 Blk-B, Pkt-3, Bindapur	26	1472640
4.	EHS	Plot No. 800 Blk-B, Pkt-3, Bindapur	26	1472640
5.	EHS	Plot No. 809 Blk-B, Pkt-3, Bindapur	26	1472640
6.	EHS	Plot No. 397 Blk-D Pkt-3, Bindapur	26	1472640
7	EHS	Plot No. 215 Sect-13 Pkt-1, Ph-I, Dwarka	54	6894720
8	EHS	Plot No. 222 Sect-13 Pkt-1, Ph-I, Dwarka	54	6894720
9	EHS	Plot No. 235 Sect-13 Pkt-1, Ph-I, Dwarka	54	6894720
10	EHS	Plot No. 270 Sect-13 Pkt-1, Ph-I, Dwarka	54	6894720
11	EHS	Plot No. 303 Sect-13 Pkt-1, Ph-I, Dwarka	54	6894720
12	EHS	Plot No. 588 Pkt.3, Sect.19, Dwarka	39.78	5079110
13	EHS	Plot No. 671 Pkt.3, Sect.19, Dwarka	39.78	5079110
14	EHS	Plot No. 914 Pkt.3, Sect.19, Dwarka	54	6894720
15	EHS	Plot No. 924 Pkt.3, Sect.19, Dwarka	39.78	5079110
16	EHS	Plot No. 926 Pkt.3, Sect.19, Dwarka	39.78	5079110
17	EHS	Plot No. 108 Pkt.4 Ph.III Sect.21 Rohini	28	1962240
18	EHS	Plot No. 147 Pkt.4 Ph.III Sect.21 Rohini	28	1962240
19	EHS	Plot No. 179 Pkt.4 Ph.III Sect.21 Rohini	28	1962240
20	EHS	Plot No. 207 Pkt.4 Ph.III Sect.21 Rohini	28	1962240

*Handwritten signature*  
8/11/2020



21	EHS	Plot No. 29 Pkt.12 Ph.III Sect.22 Rohini	28	1962240
22	EHS	Plot No. 124 Pkt.12 Ph.III Sect.22 Rohini	28	1962240
23	EHS	Plot No. 120 Pkt.15 Sect.22 Rohini	28	1962240
24	EHS	Plot No. 98 Pkt.16-A Ph.III Sect.22 Rohini	28	1962240
25	EHS	Plot No. 128 Pkt.16-A Ph.III Sect.22 Rohini	28	1962240
26	EHS	Plot No. 91 Pkt.17 Ph.III Sector-22 Rohini	28	1962240
27	EHS	Plot No. 107 Sector-24 Pkt-1 Rohini	28	1962240
28	EHS	Plot No. 61 Pkt.10 Ph. III Sect.-24 Rohini	28	1962240
29	EHS	Plot No. 22 Pkt.I Ph.III Sect.25 Rohini	28	1962240
30	EHS	Plot No. 46 Pkt.I Ph.III Sect.25 Rohini	28	1962240
31	EHS	Plot No. 55 Pkt.I Ph.III Sect.25 Rohini	28	1962240
32	EHS	Plot No. 64 Pkt.I Ph.III Sect.25 Rohini	28	1962240
33	EHS	Plot No. 84 Pkt.I Ph.III Sect.25 Rohini	28	1962240
34	EHS	Plot No. 106 Pkt.I Ph.III Sect.25 Rohini	28	1962240
35	EHS	Plot No. 169 Pkt.I Ph.III Sect.25 Rohini	28	1962240
36	EHS	Plot No. 182 Pkt.I Ph.III Sect.25 Rohini	28	1962240
37	EHS	Plot No. 210 Pkt.I Ph.III Sect.25 Rohini	28	1962240
38	EHS	Plot No. 273 Pkt.I Ph.III Sect.25 Rohini	28	1962240
39	EHS	Plot No. 21 Pkt.8 Ph.III Sect.25 Rohini.	28	1962240
40	EHS	Plot No. 22 Pkt.8 Ph.III Sect.25 Rohini.	28	1962240
41	EHS	Plot No. 49 Pkt.8 Ph.III Sect.25 Rohini.	28	1962240
42	EHS	Plot No. 43 Pkt.-9 Ph. III Sect. 25. Rohini	28	1962240
43	EHS	Plot No. 93 Pkt.-9 Ph. III Sect. 25. Rohini	28	1962240
44	EHS	Plot No. 13-H Pocket 4 Kondli Gharoli	19.71	1116374
45	EHS	Plot No. 21-N Pocket 4 Kondli Gharoli	26.7	1512288

*M*  
*9/1/20*

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)



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 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



(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 shall have the permission to raze the existing structure and construct a new house as per the layout plan to be approved by DDA, however, he cannot make any encroachment/unauthorized construction in or around the same without written permission of Vendor (DDA) who may refuse or grant the same subject to such terms and conditions as deemed proper. All fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee / Purchaser.
- (5) If it is discovered at any stage that the allotment or this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the Purchaser. The decision of the vendor in this regard shall be final and binding upon the Purchaser and shall not be called in question in any proceedings.
- (6) That the Purchaser shall abide by the terms and conditions of allotment/auction/tender, which shall be treated as a part of these presents.
- (7) That the vendor reserves the right to cancel this deed in event of breach of conditions of allotment/ auction/tender and of this deed.
- (8) The stamp duty and registration charges upon this instrument shall be borne by the Purchaser. This transfer shall be deemed to have come into force with effect from the date of registration of the deed.

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

**THIS SCHEDULE ABOVE REFERRED TO**

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

NORTH : ..... FAR ;

EAST : ..... USE ;

SOUTH : .....

WEST : .....

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

(VENDOR)

In the presence of:

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

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

(PURCHASER)

In the presence of:

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

## 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- Residential Land  
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 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 or lead partner of a  
Joint Venture/consortium)  
(Joint Venture/consortium)

Signed ..... Signed .....

Name ..... Name .....

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

Signed ..... Signed .....

Name ..... Name .....

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

Signed.....

Signed.....

**ANNEXURE: IV**

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

**DELHI DEVELOPMENT AUTHORITY  
Residential 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 of the : .....
- Applicant/ authorized signatory : .....
6. Age : .....
7. Full Residential Address : .....
8. Occupational Address : .....
9. Telephone No./Mobile No. : .....

**B. PARTICULARS OF TENDER FOR Residential 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.