



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

BUILT-UP UNITS/SHOPS

October 2023

(Complete e-auction document is available on e-auction website www.ddaeauction.ewizard.in and DDA website www.dda.gov.in. Corrigendum, if any, shall only be available on above website).

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Schedule of Bidding Process

E-AUCTION OF BUILT-UP UNITS/SHOPS

1.	Advertisement	08.10.2023 (Sunday)
2.	Opening of Help Desk	09.10.2023 (Monday) 11:00 AM
3.	Commencement of Registration & EMD Submission (www.ddaeauction.ewizard.in)	09.10.2023 (Monday) 11:00 AM
4.	Last Date of Registration and EMD Submission	06.11.2023 (Monday) up to 06:00 PM
5.	Date of online bidding under this e-auction (only among qualified bidders)	09.11.2023 (Thursday)

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

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**TERMS AND CONDITIONS OF E-AUCTION FOR ALLOTMENT OF BUILT-
UP SHOP/OFFICE/KIOSK, ON FREE HOLD BASIS UNDER THE
DELHI DEVELOPMENT AUTHORITY (MANAGEMENT DISPOSAL OF HOUSING
ESTATE) REGULATIONS, 1968.**

1. Allotment

1. Any person/company/partnership firm etc. except a minor may bid for the allotment of built-up shop/kiosk/office/Thadas.
2. No change in name of the bidder will be allowed under any circumstances.
3. The bidder shall be required to submit 25% of the Reserve Price as Earnest Money (1st stage EMD) per Unit in the form of online payment on the e-auctioning portal at the time of request. Separate Bid has to be quoted for each site and separate Earnest Money has to be submitted for each site.
4. Please note that the 2nd stage EMD i.e. 25% of Quoted price (H1-bid value) minus 1st stage EMD (25% of Reserve Price) will have to be deposited by the successful Bidder within 7 days from the Date of issue of LOI through online payment on the BHOOMI portal (<https://eservices.dda.org.in/user>), failing which the EMD will be forfeited and the work awarded will be cancelled. However, if the full amount of 2nd stage EMD is received within 2(two) working days of the expiry date mentioned in the LOI then, the delay period in the payment of 2nd stage EMD shall be automatically regularized on deposit of token penalty as follows:

In case the H1 bid amount is:-

1. less than or equal to Rs. 1 crore- penalty shall be Rs. 5000/-
2. more than Rs. 1 crore but less than or equal to Rs. 10 crores- penalty shall be Rs. 10,000/-
3. more than Rs. 10 crores- penalty shall be Rs. 20,000/-.

No case other than those covered in Circular dt. 04.08.2022 where full amount (excluding penalty as above) of second stage EMD is deposited after the regularizable delay period shall be considered for regularisation. Circular dt. 04.08.2022 is available on DDA website www.dda.gov.in. However, in cases where the bidder fails to deposit the penalty (but makes payment 2nd stage EMD within the regularizable period), the penalty amount shall be included in the Letter of Demand and would be required to be paid along with the balance 75% premium.

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5.1 LOI (Letter of Intimation): The LOI shall be issued online through BHOOMI Portal only. User Manual of Bhoomi portal is also available on BHOOMI portal. URL of BHOOMI Portal is <https://eservices.dda.gov.in/user>

Further, it is clarified that no formal LOI shall be issued through either offline mode or through E-auction Portal i.e. www.ddaeuction.ewizard.in intimation of issuance of LOI will be communicated to bidder only through system generated email ddaeuction@dda.org.in to those bidders whose H1 bid will be accepted by Competent Authority. The bidder is also requested to kindly check the spam folder.

5.2 Process for making LOI payment (second stage EMD) and acceptance:

The successful H1 bidders (new users/users whose PAN Number is not registered) will required to login on BHOOMI portal (acceptance of LOI on Bhoomi Portal is <https://eservices.dda.gov.in/user>) using login details provided via registered E-mail ID registered for E-auction. The existing BHOOMI/AWAS users whose PAN number is already registered can use their existing user ID password as login credentials. For more details clarification dated 17.12.2021 may be referred. The same is available on BHOOMI portal.

2. E-auctioning & Submission of Documents.

1. The officer conducting the e-auctions/Director(CE) may without assigning any reasons may withdraw all or any of the shop/kiosk/office/ Thadas from the bid at any stage i.e. before handing over possession of the unit. The bid shall be for the office/built-up units, being sold on 'as is where basis' is. It is presumed that the bidder has inspected the property before giving his bid. However, if there is any increase/decrease of the actual area of the unit, the bidder will be liable to pay pro rata additional premium in case of increase in area and in case of decrease in the area, refund will be made by DDA on pro rata basis. The total area of the unit will include gross area (which includes the plinth area and proportionate common area) and the other areas such as Mezz. Area, Covered Balcony/attached Verandha/Corridor, Courtyard/open balcony etc. However, allottee will not have any exclusive individual/personal right on the proportionate common area.
2. The person 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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3. In case of married person the bid can be accepted in the joint name of husband and wife also.
4. The Officer conducting the e-auctions/Director (CE) shall normally accept the highest bid subject to confirmation by the Competent Authority provided the highest bid is above the reserve price and is accompanied by the payment of 25% of Reserve Price as Earnest Money in favour of DDA
5. The officer conducting the e-auctions/Director (CE) may for reasons to be recorded in writing recommend to the Competent Authority for the rejection of any bid including the highest bid.
6. The confirmation of the highest bid shall be the sole discretion of the Competent Authority 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 even if the highest bid is above the reserve price.
7. If the bid is not accepted the Earnest Money will be refunded to the bidder without any interest.
8. The Demand-cum-Allotment letter would be issued to the successful bidder from the BHOOMI portal after receipt of 2nd stage EMD payment and other requisite documents and verification of the second stage EMD. The highest bidder shall make payment of balance 75% of the amount demanded vide demand cum allotment letter referred to above, within 60 days from the date of issue of demand letter (without interest)/ within 90 days from the issuance of demand letter (subject to payment of interest on the balance amount @ 10.00% p.a. during the extended period of 30 days) through payment tab as provided in BHOOMI Portal, failing which the bid will automatically stand cancelled without any further notice. No extension of time will be granted for payment of 75% of bid amount for period after 90 days from the date of issuance of the demand-cum-allotment letter.
9. In case the highest bidder fails to pay balance 75% of amount of the bid amount within the stipulate period, as mentioned in the Demand cum allotment letter, the bids shall automatically stand cancelled and the earnest money shall stand forfeited. In that eventuality, the Competent Authority shall be competent to re-bid the built-up unit.
10. (i) The possession of the shop will be given after receipt and verification of the balance premium along with interest amount, if applicable, through BHOOMI portal and submission of other requisite documents. A letter for handing over the physical possession will be issued through BHOOMI Portal. The following documents are required to be submitted after payment of premium along with interest, if applicable:-
 - (a) The terms and conditions 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.

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(b) 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.

(c) One passport size photographs duly attested by a Gazetted Officer/Notary Public.

(d) Proof of identification.

(e) Copy of board of resolution, in case of authorized signatory.

(f) Certificate of incorporation and Memorandum of Association in case of firm/Company.

(g) Copy of partnership deed, in case of firm is a partnership firm.

(h) Any other document asked through the BHOOMI portal.

(ii) The auction Purchaser will be required to take over the physical possession from concerned Engineering Division within 30 days from the date of issuance of letter for handing over the physical possession. Please note that in case, you do not turn up in the office of Executive Engineer on or before the given date for taking over the physical possession, the next date for handing over the possession will be fixed by DDA subject to payment of penalty of Rs. 1000/- per month in case of shop, Rs. 500/- per month in case of Stall/Kiosks/Tharas of delay in taking over physical possession caused by bidder. The possession however, must be taken within three months from date of issuance and in case the possession is not taken over in the timeframe, the allotment shall stand cancelled and the earnest money deposited (EMD) shall stand forfeited without any further notice.

(iii) For taking over the possession, the bidder/s are required to carry a copy of Possession Letter, their registered mobile number and a valid identity proof to the office of concerned Engineering Division. The bidder will be required to intimate the OTP received to their registered mobile number to the officer/official of concerned Engineering Division for verification.

(iv) After verification of the H1 bidder through OTP, the concerned officer/official of Engineering Division will hand over the physical possession of the site and provide a copy of site possession slip and site plan to the H1 bidder. The H1 bidder is required to upload a scanned copy of the same on BHOOMI portal. For non-production of proof of the payment of balance 75% of premium in time as stipulated above clause 2(8) the bid is liable to be cancelled and the earnest money shall be forfeited.

11. After uploading of handing over/taking over possession slip along with site plan, the draft of Conveyance Deed will be issued to the H1 bidder/Allottee through BHOOMI portal.

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The Allottee shall be required to check the Conveyance Deed papers and upload the copy of e-stamp paper on the BHOOOMI portal along with comments/suggestions/corrections, if any, after uploading of the e-stamp paper(s) along with comments/suggestions/corrections if any, a date will be given to H1 bidder for execution of conveyance deed by Lease Administrative Officer (LAO). The H1 Bidder/Allottee shall execute the Conveyance Deed within 3 months from the date of taking over the Possession, on account of any lapse on the part of the bidder it will amount to violation of terms and conditions and action including cancellation of unit will be taken.

12. The successful bidder/ allottee who does not appear before the Deputy Director (CE) as per clause (11) above and does not take the possession of the shop as per the date and time indicated in the possession letter shall be charged the following penalties:-

For Shops/Offices

Rs. 1,000/- p.m.

For Stalls/Kiosks/Thadas

Rs. 500/- p.m.

13. In case shop already stand allotted to someone earlier, the amount deposited by the bidder will be refunded and no request to make another allotment of shop will be considered on any ground whatsoever.

3. MAINTENANCE CHARGE

1. In addition to the price of the unit the highest bidder/allottee shall pay maintenance charge for the built-up unit allotted/purchased by him at such final rate as may be determined and communicated with effect from the date of taking over possession. Till the services of shopping center are handed over to MCD. The amount of maintenance charges is payable in advance for each year and the bidder is required to submit proof of payment of maintenance charges at the beginning of the year.
2. An interest of 18% per annum of such rate as the DDA may in its absolute discretion decide from time to time is recoverable on any delay in payment of maintenance charges subject to the condition that full fortnight of month as the case may; be and not any; fraction thereof shall be taken for delayed payment of maintenance charges.

4. CONVEYANCE DEED AND OTHER CONDITION THEREOF

1. Terms and conditions of the conveyance deed are contained in the enclosed conveyance deed formats. The successful bidder/purchaser shall deem to have agreed to all the terms and conditions contained therein. The bidder shall execute the conveyance deed in the said form within 3 months of the issue of the possession letter, or as and when called upon to do so by the DDA.

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2. All expenditure in respect of electricity and water connection etc. and payment of all property tax, electricity and water bills shall be incurred by the lessee.
3. That the allottee shall not cause or permit to be cause any damage to the shop including joint walls under any circumstances and the allottee shall not make any addition or alterations to the existing structure nor shall any structure be allowed to be constructed on the roof the shop or any adjoining area, shutters etc. as provided by DDA shall not be disturbed.
4. The shop will not be used for any repair or manufacturing work or any non- confirming use as defined in the master plan for Delhi. Unless otherwise specified, units are for general commercial use.
5. That the allottees shall not keep any animal or conveyance in or outside the shop.
6. That allottee shall keep the shop neat and clean and shall not employ or permit to employ or to allow to enter into the said shop any person suffering from any contagious and loathsome disease which may affect the neighbors or the passerby.
7. That allottee shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws and rules and regulations made there under and the provisions of the Delhi Shop and Estt. Act and any other law for the time being enforce.
8. That the allottee shall be liable to pay dues, taxes, charges and all assessments as arrears of land revenue.
9. All dues payable to the lessor/DDA in respect of the shop shall be recoverable as arrears of land revenue.
10. If the allotment of the unit is obtained by any misstatement or fraud, the possession of the shop will be taken over by the DDA and allottee will not be entitled to claim any compensation or refund thereof.
11. The verandah in front of the shop is meant for public circulation and the allottee shall not encroach upon the verandah or any other area. Only the area of shop specifically indicated at the time of bid shall be used by the allottee.
12. The successful bidder/allottee shall return the conveyance deed papers duly stamped from the collector of stamps before possession letter is handed over.
13. The terms and conditions of the bid shall be strictly followed by the successful bidder/purchaser and in case there is any breach of the terms and conditions of the bid or the conveyance the allotment shall stand cancelled. The orders of V.C. /DDA in this respect of the interpretation of any conditions of the bid and of the conveyance shall be final and binding and shall not be called in action in any proceedings.
14. The successful bidder allottee shall abide by the terms and conditions of the free hold property as imposed from time to time. The orders of VC/DDA in this respect of the

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interpretation of any of terms and conditions of the bid or conveyance shall be final and binding and shall not be called in action in any proceedings.

5. Cost and Transfer Duties.

1. The cost and expenses of preparation stamping and registration of conveyance deed and its copies and other incidental expenses will be paid by the purchaser/allottee. He/ She shall also pay the duty on transfer of immovable property levied by the MCD or any other duty or charges as may be levied by any other authority.
2. For violation/breach of any of the terms and conditions as aforesaid the allotments is liable to be cancelled. In that case the purchaser/allottee shall also not be entitled to any compensation or to the return of any premium to him.

Note:-

I/We have read and understood the terms and conditions of the bid for allotment of the built-up units/shops as detailed above as individual and/or on behalf of firm/company undertake to abide by the same unconditionally.

Date:-

Place:-

Signature of the Bidder/Authorized person on behalf of the applicant/firm/company and etc..

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