



## DELHI DEVELOPMENT AUTHORITY

**TENDER DOCUMENT FOR E-AUCTION  
OF BUILT UP SHOPS/UNITS IN  
JANAK PLACE DISTRICT CENTER, JANAKPURI  
ON FREEHOLD BASIS.**

October, 2022

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

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**Schedule of Bidding Process**

**E-AUCTION OF BUILT-UP SHOPS/UNITS IN JANAK PLACE DISTRICT CENTER,  
JANAKPURI ON FREEHOLD BASIS.**

1.	Issue of Notice for e-auction of Shops/Units In Janak Place District Center, Janakpuri on Freehold basis	09.10.2022
2.	Help Desk operational for training and information on e-auction	21.11.2022 (Monday)
3.	Last Date of submission of Proposal and online EMD	28.11.2022 (Monday)
4.	Date of online bidding under this e-auction	30.11.2022 (Wednesday) (10:00 AM to 01:00 PM)

(Any changes in above schedule will be notified only on DDA website [www.dda.gov.in](http://www.dda.gov.in) and e-auction website [www.ddaeuction.co.in](http://www.ddaeuction.co.in))

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**TERMS AND CONDITIONS OF E-AUCTION FOR ALLOTMENT OF BUILT-  
UP SHOPS/UNITS ON FREEHOLD BASIS UNDER THE DELHI DEVELOPMENT  
AUTHORITY**

**1. Allotment**

1. Any person/company/partnership firm etc. except a minor may bid for the allotment of built-up shops/units.
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 (1<sup>st</sup> 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 2<sup>nd</sup> stage EMD i.e. 25% of Quoted price (H1-bid value) minus 1<sup>st</sup> 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 BHOO MI 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:

- a. less than or equal to Rs. 1 crore- penalty shall be Rs. 5000/-.
- b. more than Rs. 1 crore but less than or equal to Rs. 10 crores- penalty shall be Rs. 10,000/-.
- c. 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](http://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.

**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.ddaeaauction.co.in](http://www.ddaeaauction.co.in) intimation of issuance of LOI will be communicated to bidder only through system generated email [ddaeaauction@dda.org.in](mailto:ddaeaauction@dda.org.in) to those bidders whose H1 bid will be accepted by Competent Authority. The LOI would be issued only after clearance of all previous dues of the bidder and its sister concern(s). 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 Email ID registered for E-auction. The existing BHOOMI/AWAS users whose PAN number is 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.

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## 1. E-auctioning & Submission of Documents for Built-up Shops/Units.

1. The officer conducting the e-auctions/Director(LPC) may without assigning any reasons may withdraw all or any of the shop/unit from the bid at any stage i.e. before handing over possession of the unit. The bid shall be for the/built-up units, being sold on '**as is where is basis**'. 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 a 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 Verandah/Corridor, Courtyard/open balcony etc. However, the 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.
3. If the purchaser is married, then it's his/her own will/liberty to include the name of spouse in the bid.
4. The Officer conducting the e-auctions/Director (LPC) 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 (LPC) 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 2<sup>nd</sup> 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 90 days from the date of issue of demand letter (without interest)/ within 270 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 180 days) through the 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 270 days from the date of issuance of the demand-cum-allotment letter.
9. In case the highest bidder fails to pay balance 75% of the amount of the bid amount within the stipulated 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/unit 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.
  - (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 photograph 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 the 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, auction Purchaser 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/unit 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 the 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. The Allottee shall be required to check the Conveyance Deed papers and upload the copy of e-stamp paper on the BHOOMI 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 (LPC) as per clause (ii) above and does not take the possession of the shop/unit 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.

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

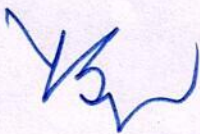
### **3. MAINTENANCE CHARGE**

1. In addition to the price of the unit the highest bidder/allottee shall pay maintenance charge for the price 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 the 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.
2. The successful bidder/purchase shall not be entitled to transfer or otherwise part with possession of the built-up shops/units without execution of conveyance deed. In the event of sale/transfer being made without execution and registration of conveyance deed, such sale/transfer shall not be recognised by the authority and the allotment will be cancelled and possession will be resumed.
3. The property is being offered on "as is where is basis". The DDA will not entertain any complaint about cost of built-up shops/units, its design, the quality of material use, workmanship or any other defect.
4. 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.

5. That the allottee shall not cause or permit to be cause any damage to the shop/unit 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/unit or any adjoining area, shutters etc. as provided by DDA shall not be disturbed.
6. The shop/unit will not be used for any repair or manufacturing work or any non- conforming use as defined in the master plan for Delhi. Unless otherwise specified, units are for general commercial use.
7. That the allottees shall not keep any animal or conveyance in or outside the shop/unit.
8. That allottee shall keep the shop/unit neat and clean and shall not employ or permit to employ or to allow to enter into the said shop/unit any person suffering from any contagious and loathsome disease which may affect the neighbours or the passerby.
9. That allottee shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws and rules and regulations made thereunder and the provisions of the Delhi Shop and Estt. Act and any other law for the time being enforced.
10. That the allottee shall be liable to pay dues, taxes, charges and all assessments as arrears of land revenue.
11. All dues payable to the lessor/DDA in respect of the shop/unit shall be recoverable as arrears of land revenue.
12. If the allotment of the unit is obtained by any misstatement or fraud, the possession of the shop/unit will be taken over by the DDA and the allottee will not be entitled to claim any compensation or refund thereof.
11. The verandah in front of the shop/unit is meant for public circulation and the allottee shall not encroach upon the verandah or any other area. Only the area of shop/unit 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 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.
15. In the event of death of the original bidder/purchaser prior to execution of Conveyance Deed, the Conveyance Deed shall be executed in favour of the legal heir(s) of the original bidder/purchaser as per policy/guidelines of DDA in respect of mutation.

#### **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 allotment 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.

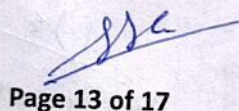
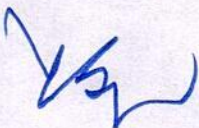
#### **6. DISPUTES.**

Any dispute shall be subject to the jurisdiction of Courts at Delhi/New Delhi only.

## **7. TECHNICAL TERMS AND CONDITION OF ONLINE E-AUCTION.**

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

1. Bidders have to get themselves registered on the e-auction portal i.e [www.ddaeauction.co.in](http://www.ddaeauction.co.in) by making online payment for Rs 2000 + GST. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sada, INA, New Delhi and at the Tenderwizard Helpdesk, Unit No. 202-203, 2nd Floor, H.B. Twin Tower, Tower01, Netaji Subhash Place, Pitampura, New Delhi.
2. Bidders shall have a valid class III Digital signature Certificate (DSC) issued by aunty of the authorized certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.
3. Bidders 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.
4. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard secrecy.
5. Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
6. Bidders should not use the same generated NEFT challan for multiple payments.
7. Bidders should make only one singly payment for the respective auctions and do not use multiple payments for the same auction.
8. Bidders should update the correct Account Number details in their profile for the Refund process. If there is any discrepancy in the account number, the Refund transaction will get rejected and it takes around 10-15 days to get a refund.



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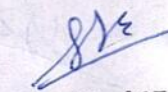
Note:

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

Date:-

Place:-

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



**Declaration cum Undertaking Form**

**(To be filled separately by every H1 bidder)**

This Declaration is made at Delhi/New Delhi on this ..... day of ..... 202\_ for allotment of shop/unit.

By

Mr./Ms..... resident of .....  
(here in after called as "ALLOTTEE", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns)

I ..... S/o ..... hereby declare/disclose that I or any of my family members am/are not in any Partnership Firm(s)/Company(ies).

Or

I or any of my family members am/are Promoter/Partner/Director in the following Firm(s)/Company(ies):

S.No.	Name	Relation with family member	Name of Firm/ Company	Position in Company
.....	.....	.....	.....	.....

AND

1) I hereby declare that I have no outstanding dues pending against me or any of my family member in individual capacity or against any Partnership firm(s)/company(ies) in which I or my family members am/are in position of Director/Promoter/Partner, in respect of any of the shop/unit taken in the past by me or any of my family members through DDA E- Auction or otherwise.

2)

i) I or any of my family members, who are/were Director/Promoters/ Partners of the company(ies)/Partnership firm(s) have not been declared successful H1 bidder earlier in respect of function site auction held by DDA.

OR

ii) I or any of my family members, who are/were Director/Promoters/ Partners of the company(ies)/Partnership firm(s), are/were declared successful H1 bidder of DDA's shop/unit in the past. Details as follows:

S.No.	Name of the Licensee / Allottee	E-auction Phase	Shop/unit No.	Period for which the shop/unit was allotted.
.....	.....	.....	.....	.....

3) Also, I/we undertake that in case of any outstanding dues pending against me or any of my family members against any of DDA's shop/unit, I/We have cleared all the outstanding dues pending against the firms/company(ies) mentioned above.

In case we fail to do so, it would be deemed to have been defaulted in the bid and EMD will stand forfeited.

Name  
(Signature)

Witness:

1.

2.

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**List of 13 Shops/units of Janak Place District Center, Janakpuri**

Sr. No.	Plot ID	Unit No.	Locality	Plinth Area (in Sqm)	Covered / Balcony / Attached Verandha / Corridor (in Sqm)	Total Area	Net Area for Fixing	Total Land Cost (As Per GNCTD)	Construction Cost	Reserve Price
1	2718	G2	Janak Place District Center, Janakpuri	112.39	39.26	151.65	151.65	₹38,725,344.00	₹2,507,987.70	₹41,233,331.70
2	2722	G12A		9.28	22.62	31.9	31.9	₹8,145,984.00	₹527,562.20	₹8,673,546.20
3	2719	G5-IIA		102.24	74.62	176.86	176.86	₹45,162,969.60	₹2,924,910.68	₹48,087,880.28
4	2720	G5-IIB		100.39	41.32	141.71	141.71	₹36,187,065.60	₹2,343,599.98	₹38,530,665.58
5	2721	G5-IIC		101.06	57.27	158.33	158.33	₹40,431,148.80	₹2,618,461.54	₹43,049,610.34
6	2723	G12B		10.24	7.24	17.48	17.48	₹4,463,692.80	₹289,084.24	₹4,752,777.04
7	2725	G-16A		39.69	15.11	54.8	54.8	₹13,993,728.00	₹906,282.40	₹14,900,010.40
8	2726	F-2		52.58	18.12	70.7	70.97	₹18,122,899.20	₹1,173,701.86	₹19,296,601.06
9	2727	F-10		52.2	53.79	105.99	105.99	₹27,065,606.40	₹1,752,862.62	₹28,818,469.02
10	2728	F-12		99.99	36.2	136.19	136.19	₹34,777,478.40	₹2,252,310.22	₹37,029,788.62
11	2729	LCA-4		12.28	25.38	37.66	37.66	₹9,616,857.60	₹622,821.08	₹10,239,678.68
12	2730	LCB-3		12.87	25.57	38.44	38.44	₹9,816,038.40	₹635,720.72	₹10,451,759.12
13	2717	G-1		113.4	46.8	160.2	160.2	₹40,908,672.00	₹2,649,387.60	₹43,558,059.60

*YB*

*8/8*

*NA*

