

E-AUCTION
DREAM CITY LIMITED

DISCLAIMER

The information contained in this Request for Proposal / Tender / Bid (the “RFP”) or subsequently provided to Bidder(s)/ Applicant/s, whether verbally or electronically or in documentary or any other form, by or behalf of DREAM CL or any of their employees or advisors, is provided to Bidder(s)/ Applicant/s on the terms and conditions set out in this RFP and such other terms and conditions subject to which any information is subsequently provided.

This RFP is neither an agreement nor invitation to offer by DREAM CL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their offer pursuant to this RFP (the “Bid” or “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by DREAM CL in relation to the auction of plots with permissible built-up area at the site of plots specified under this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DREAM CL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

Information provided in this RFP to the Bidders(s) is on a wide range of matters, some of which may depend 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. DREAM CL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DREAM CL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder/ applicant or Bidder(s)/ Applicant/s, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the auction process.

DREAM CL also accepts no liability of any nature, whatsoever, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DREAM CL 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 RFP.

The issue of this RFP does not in any way imply that DREAM CL is bound to select or to appoint the Preferred Bidder/ Applicant, as the case may be, for the plots and DREAM CL reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DREAM CL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the liability of the Bidder and DREAM CL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the auction process.

INVITATION OF APPLICATION FOR E-AUCTION FOR LEASE OF PLOTS FOR COMMERCIAL/ HOTEL OR ANCILLARY/ RESIDENTIAL USE AT KHAJOD, SURAT.

DREAM CITY Ltd invites application through e-AUCTION for Lease of 6 PLOTS for Commercial, Hotel and Residential and Ancillary uses at DREAM City project, Village: Khajod, Outer Ring Road, Close to Dumas Airport, Surat

1. Scheme Details:**(I) PLOT 1**

- a) **Purpose:** C1 Zone (For commercial development and/or ancillary use) (Subplot-1),
- b) **Land/ Plot Area:** 9,880 sq. mt.;
- c) **Location:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat.

(II) PLOT 2

- a) **Purpose:** C1 Zone (For commercial development and/or ancillary use) (Subplot-2)
- b) **Land/ Plot Area:** 16,077 sq. mt.;
- c) **Location:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat

(III) PLOT 3

- a) **Purpose:** C1 (For hotel and/or ancillary use) (Subplot-1),
- b) **Land/ Plot Area:** 12,888 sq. mt.;
- c) **Location:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat.

(IV) PLOT 4

- a) **Purpose:** C1 (For hotel and/or ancillary use) (Subplot-2)
- b) **Land/ Plot Area:** 17,265 sq. mt.;
- c) **Location:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat

(V) PLOT 5

- a) **Purpose:** R2 Zone (Residential) (Subplot-1),
- b) **Land/ Plot Area:** 47,250 sq. mt.;
- c) **Location:** Near SDB Diamond Bourse, Dream City, Khajod, Surat.

(VI) PLOT 6

- a) **Purpose:** R2 Zone (Residential) (Subplot-2)
- b) **Land/ Plot Area:** 19,965 sq. mt.;
- c) **Location:** Near SDB Diamond Bourse, Dream City, Khajod, Surat

2. Stage wise Time Table:

Sr. No.	DREAM CITY LTD Stage	Bidder Stage	Start Date & Time		End Date & Time	
			(DD.MM.YYYY)	(HH:MM)	(DD.MM.YYYY)	(HH: MM)
1	Publish Advertisement		09/04/2022			
2		Online Registration				
3		Submit application	12/04/2022	10:00	09/05/2022	17:00
4		Payment of EMD and Processing fee etc. on e-Auction Website				
5		e-Auction	12/05/2022	-	18/05/2022	-

- For further information please read details on(n)code web site <https://e-auction.nprocure.com>
- Timelines, notifications, updates and other details for the e-auction process are available on the website <http://www.dreamcitysurat.in/>
- The Bidder/ Applicant/s desirous to submit their bid have to submit Bids on <https://e-auction.nprocure.com>
- Any queries and clarifications sought by bidder may be sent to dreamclsurat@gmail.com latest by 30/04/2022. No queries shall be entertained thereafter.
- Individual bid should be submitted for individual plot offer with individual tender fee and EMD.
- Jurisdiction for e-auction would be Surat.
- In any circumstances if any change or amendment in auction procedure and timelines is required, it will be published on DREAM CL web site and (n)code website for bidder acknowledgement.
- The bidders are requested to check the DREAM CL web site and (n)code web site periodically during the auction process, for update.

3. Eligibility Criteria for making an Offer:

- a) Any person competent to contract under the Indian Contract Act, 1872.
- b) Company incorporated under the Indian Companies Act, 1956.
- c) Partnership Firm registered under Indian Partnership Act 1932.
- d) Public Trust registered under Public Trust Act, 1950 and also registered under the Society Registration Act, 1860.
- e) Co-Operative Society registered under the Gujarat Co-operative Societies Act, 1960.
- f) Bids received from Proposed Company / Public Trust / Coop. Society/ Partnership firm not registered will be treated as individual applicant.

Note: The Applicant is requested to upload all the relevant documents and proofs relating to any of the above at the first instance of registration for online process.

4. How To Apply For e-Auction:

URL: <https://e-auction.nprocure.com>

Registration Process for Bidders:

- a) Open e-Auction Portal (<https://e-auction.nprocure.com>)
- b) Click on link "Register" on e-Auction Homepage (Click on "Continue to Registration")
- c) Select Login Type: "OTP Login "
- d) Select Registration Type: Indian or Foreign
- e) Choose the Auctioneer: DREAM City Limited
- f) Fill Section: USER DETAILS, BUSINESS DETAILS
- g) Fill Section Contact Person and Click on Send OTP & Verify for field "Mobile" & "Alternate Mobile"
- h) Bank Details
- i) Agree, Enter Total, & click on "Register"

Based on successful registration, the bidder will get confirmation "Thank You for Registration" and Confirmation mail on their registered e-mail ID.

NOTE - Following steps are necessary to perform well in advance in order to participate in e-auction.

1. Pay Auction Fee and EMD (Earnest Money Deposit) online through e-auction portal well in advance (Preferably Before 48 hrs of the cutoff date) in order to participate in respective Plot e-Auction.
2. Upload Required Technical Documents for Individual e-auction before e-auction last date and Time of Technical document.

Bidders may contact (n) Procure Helpdesk during office hours for any Guidance/Technical Support.

(n)Procure Help Desk:

Toll Free Number: 7359 021 663

Direct Number: 91-79-40007514/15/17

E-Mail: nprocure@ncode.in

5. Important terms and conditions:

1. A Bidder/ Applicant/s shall deposit, an EMD as mentioned in advertisement (1% of the total amount as per offset price). The Bidder/ Applicant/s will have to provide the EMD and Tender fee by RTGS/NEFT through (n)code web site <https://e-auction.nprocure.com>. Any Bid not accompanied by the Tender fee and/or EMD shall be summarily rejected by DREAM CL as non- responsive and applicant will not be entitled to participate in auction process.
2. EMD is collected in INR (Indian Rupee) only from Indian as well as international bidders. Hence international bidders from overseas are requested to ensure that the exact amount of EMD to be received by DREAM CL any less amounts received from the bidder would not be considered. In case of refund sought by overseas bidders it would be refunded in INR only after deducting bank charges, as applicable, which are to be borne by the bidder. It is to be noted that international transactions are subject to Reserve bank of India/FEMA regulations.
3. Save and except the tender fee, the EMD of unsuccessful Bidder/ Applicant/s will be returned by DREAM CL, without any interest and all other charges for the transfer of EMD shall be borne by the bidder, in accordance with the terms contained under this RFP. The refund of EMD thereof shall be in INR through RTGS in the account from where EMD has been paid.
4. The Preferred Bidder's Bid Security will be adjusted against the last payment towards consideration for purchase of PLOT. DREAM CL shall be entitled to forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation / damages to DREAM CL in the event of default made by the Bidder/ Applicant/s.
5. If DREAM CL cannot hand over the possession of plot due to any reason other than reasons beyond its control and /or the reasons attributable to such Applicant/s/ tenderer/ lessee, DREAM CL will return the EMD and all the money paid by the Preferred Bidder, without interest, after 90 (Ninety) days to Bidder/ Applicant/s succeeded in auction,
6. Any addendum issued by DREAM CL subsequent to this document, but before the Due Date, will be deemed to form part of the bidding documents;
7. During the registration period of auction process, Bidder/ Applicant/s are invited to examine the location of plot and other related factors in details at their cost, such studies as may be required before submitting their respective Bids.
8. The Bidder/ Applicant/s are encouraged to submit their respective Bids after visiting the plot site and ascertaining for themselves the site conditions, market, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter Considered relevant by them; and obtain advice from appropriate sources as it may be deem fit and take independent decision in respect thereof on their own cost and responsibility.
9. It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s has:
 - a. made a complete and careful examination of the RFP;

- b. received all relevant information requested from DREAM CL;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DREAM CL relating to any of the matters referred herein;
 - d. agreed to be bound by the terms and undertakings provided by it under and in terms hereof;
 - e. satisfied itself about all matters, things and information including matters referred herein necessary for obtaining lease of the plot and performance of all of its obligations relating thereto; and
 - f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DREAM CL, or a ground for termination of the lease;
- 10.** The Bid must be made by filling complete information prescribed in the Registration form. Any bid with incomplete or wrong information, insufficient supporting documents and requisite amount of EMD stands rejected.
- 11.** The Bidders should upload scanned copies of required documents in PDF format for verification within the time schedule only. Incomplete applications will be cancelled and no explanation / request will be considered in the matter.
- 12.** After prescribed period no bid will be accepted / considered for e-auction. The decision of General Manager on approval of bidder for participation is final.
- 13.** DREAM CITY LTD reserves the right to extend the date & time for e-auction without giving any reasons.
- 14.** Any conditional offer is liable to be summarily rejected.
- 15.** DREAM CITY LTD reserve all rights to reject any or all bids submitted without assigning any reason thereof.
- 16.** All the notifications and the details of the terms & conditions regarding e-Auction hereafter notice will be published online on website <http://www.dreamcitysurat.in/> and <https://e-auction.nprocure.com>
- 17.** Prescribed time limit for payment is the essence of the contract and failure to observe the same shall render the allotment liable for cancellation with forfeiture of the Earnest Money Deposit in full. In addition to the Earnest Money Deposit, 10% of Instalment/s of lease premium paid by the allottee shall also stand forfeited to the and DREAM CITY LTD shall have the right to claim compensation for damage or loss, if any, suffered in consequences of default. Prevailing GST rate shall be applicable on refund.
- 18.** Grant of extension of time for making payment of instalments: The Managing Director of the DREAM CL may extend the time prescribed for making the payment of instalment not exceeding 6 months in all. The

extension is grantable upon payment of interest at the rate as may be prescribed by the DREAM CL from time to time. The allottee should apply for extension before the due date for payments.

The present rates of interest are as under:

- a. Upto 3 months DPC will be: 15%
- b. Beyond 3 months & upto 6 months DPC will be: 18 % .

The above rates are subject to change without notice.

19. DREAM CL shall not be liable for any omission, mistake or error on the part of the Bidder/ Applicant/s in respect of any of the above or on account of any matter or things arising out of or concerning or relating to the RFP or the Auction Process, including any error or mistake therein or in any information or data given by DREAM CL;
20. Notwithstanding anything contained in this RFP, DREAM CL reserves the right to accept or reject any Bid and to annul the Auction process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that DREAM CL rejects or annuls all the Bids, it may, in its discretion, invite all Bidder/ Applicant/s to submit fresh bids hereunder;
21. DREAM CL reserves the right to reject any Bid if:
 - a. at any time, a material misrepresentation is made;
 - b. If disqualification/rejection occurs after the bids have submitted and the Preferred Bidder gets disqualified / rejected, then DREAM CL reserves the right to declare the next ranking Bidder/ Applicant/s as the Preferred Bidder but it is not binding to DREAM CL to do so; or take any such measure as may be deemed fit in the sole discretion of DREAM CL, including annulment of the auction process;
22. DREAM CL reserves the right to verify all statements, information and documents submitted by the Bidder/Applicant/s in response to the RFP. Failure or omission of DREAM CL to undertake such verification shall not relieve the Bidder/ Applicant/s of its obligations or liabilities hereunder nor will it affect any rights of DREAM CL there under;
23. The Bid and all related correspondence and documents in relation to the Auction process shall be in English language. Supporting documents and printed literature furnished by the Bidder/ Applicant/s with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder/ Applicant/s. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
24. The Bidder/ Applicant/s shall provide all the information sought under this RFP. DREAM CL will evaluate only those Bid that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection;

25. All documents and other information supplied by DREAM CL or submitted by a Bidder/ Applicant/s to DREAM CL shall remain or become the property of DREAM CL. The Bidder/ Applicant/s are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
26. Save and except as provided in this RFP, DREAM CL shall not entertain any correspondence with any Bidder/ Applicant/s in relation to the acceptance or rejection of any Bid;
27. To facilitate evaluation of Bids, DREAM CL may, at its sole discretion, seek clarifications from any Bidder/ Applicant/s regarding its Bid. Such clarification(s) shall be provided within the time specified by DREAM CL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing and must be provided online.
28. In submitting a proposal, Bidder/ Applicant/s understands that DREAM CL will determine at its sole discretion which proposal, if any, is accepted. Bidder/ Applicant/s waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. DREAM CL reserves the right to award the plot for lease to the Bidder/ Applicant/s whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, DREAM CL reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. DREAM CL decision on award of plot on lease to the Preferred Bidder/ Applicant/s shall be final and binding on all the Bidder/ Applicant/s;
29. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to DREAM CL under the Auction Documents and/ or under the Lease Deed or otherwise, under the following conditions:
 - a. If a Bidder/ Applicant/s submits a non-responsive bid;
 - b. If a Bidder/ Applicant/s engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - c. If a Bidder/ Applicant/s withdraws its bid after selection as the Preferred Bidder
 - d. In the case of Preferred Bidder, if it fails within the specified time limit:
 - i. to sign and return the duplicate copy of Letter Of Intimation (LOI);
 - ii. Failure to make payment of consideration in accordance with the payment schedule mentioned herein;
 - iii. to sign the Lease Deed in duplicate; or
 - iv. In case the Preferred Bidder, having signed the Lease Deed commits any breach specified herein and/ or therein.
 - v. in case, the source of the fund of preferred bidder was found illegal and/ or te

ror funding, or found to be unlawful sources.

- 30.** Any information contained in the Bid shall not in any way be construed as binding on DREAM CL, its agents, successors or assigns, but shall be binding against the Bidder/ Applicant/s if the plot is subsequently awarded to it on the basis of such information;
- 31.** If any information furnished by the Bidder/ Applicant/s is found to be incomplete, or contained in formats other than those specified herein, DREAM CL may, in its sole discretion, exclude such Bidder/ Applicant/s from auction;
- 32.** In the instance if a Bid is raised during last or ending 5(five) minutes of E-Auction, the closing time of E-Auction will extend automatically each time for a further period of 5(five) minutes. And if no such higher Bid is raised during the extended time slot of 5(five) minutes, the E-Auction process will be declared as closed thereafter.
- 33.** There shall be no bar whatsoever in the event where the auctioneer at his own discretion or at the request of any bidder extend the bidding for a period of 5 (five) minutes once or each time as the auctioneer deems fit.
- 34.** The Lease price offered by the bidder shall be exclusive of the following.
 - a. Municipal Taxes
 - b. Insurance Premium
 - c. Stamp duty & registration charges as decided by concerned Department on Allotment Letter.
 - d. Lease Rent
 - e. Charges such as Security Deposit for Electric Meters, license fees, permit Fees etc. Any other charges which may be applicable as per Govt/ DREAM CITY LTD rules. The above-mentioned charges will be liability of the successful Bidder.
 - f. Water distribution betterment charges, Documentation charges, Power supply development charges & other applicable charges.
- 35.** The eligible bidder has to pay all taxes including stamp duty, Registration charges, T.D.S. (if applicable) as per Govt. rules & regulations, and also shall pay service charges in advance.
- 36.** After the completion of e-auction activity, successful bidders should submit a true or certified copies of documents and proofs which were previously scanned and submitted online. Failure to produce any of the above stated documents will result in cancellation of allotment and subsequent forfeiture of EMD amount. No extended time period shall be granted to any of the bidders for submission of above documents. Decision of DREAM CL in this regard is final & binding on all the parties.
- 37.** In case of any pending or new litigation or any previous allotment is pointed out after e-auction then after necessary verification, decision will be taken which will be binding on the bidder.
- 38.** Payment schedule will be applicable as per the available base FSI (1.8) in each plot. If a single bidder successfully bids for more than one plots, the

payment schedule will be applicable considering for cumulative base FSI of all such plots.

- 39. RESERVE PRICE.** The Plots will be sold on an “as is where is basis” and subject to a reserve price. If the Highest Bid of a plot is under the reserve price designated to the plot, the same shall not be deemed to be final and it is up to the discretion of DREAM CL to accept the bid, end the auction process without a winning bid or opt for any other outcome they deem fit.
- 40.** The bidder shall not take any benefit of grammatical or printing Mistakes, which may have occurred in this bid document.

Selection of Preferred Bidder

1. The Bidder/ Applicant/s submitting highest amount for purchase of PLOT and lease of Plot over and above to the minimum amount of plot mentioned herein shall be selected as the Preferred Bidder for the purpose of this RFP (the “Preferred Bidder”);
2. After selection of the Preferred Bidder, a letter of Intimation (LOI) shall be issued by DREAM CL to the preferred bidder. Unless it consents to extension of time for submission thereof, appropriate the EMD of such bidder/Applicant/s as mutually agreed genuine pre-estimated loss and damage suffered by DREAM CL on account of failure of the Preferred bidder to acknowledge the LOI, and the next eligible Bidder/ Applicant/s(i.e. the second highest Bidder/ Applicant/s) may be considered;
3. After acknowledgement of the LOI as aforesaid by the Preferred Bidder, the bidder shall make the payment of first two milestone as mentioned in payment schedule for each category.
4. On successful completion of payment as mentioned above, the preferred bidder will be provided Letter of Allotment (LOA).
5. The preferred bidder shall apply for development permission to DREAM City Limited as per the prevailing CGDCR-2017 after obtaining LOA.
6. The plot shall be leased out to the Preferred Bidder as per the terms and conditions inter alia contained herein and the PLOT over the said plot shall be transferred to Preferred Bidder on payment of consideration as per the amount/ bid submitted by the Preferred Bidder in accordance with the terms and conditions contained herein.
7. The Courts at Surat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the auction process. Jurisdiction of the auction process is Surat;
8. DREAM CL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. suspend and/or cancel the auction process and/or amend and/or supplement the auction process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder/ Applicant/s in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to DREAM CL by, on behalf of, and/ or in relation to any Bidder/ Applicant/s; and/or
 - d. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder/ Applicant/s.
9. In case of any question or dispute arises during the auction process; the decision of Ccompetent Aauthority (Managing Director) shall be final and binding to all the Applicant/s.
 10. It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s agrees and releases DREAM CL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the auction process, to the fullest extent permitted by the applicable laws and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
 11. All the payments shall be in Indian Rupees (INR) only.
 12. The Bidder/ Applicant/s shall abide by all applicable laws including Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of Surat Municipal Corporation, SUDA, DREAM CL or of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time, and the other laws applicable to the entity of its own territory.

INVITATION TO OFFER

Diamond Research and Mercantile (DREAM) City, Surat is pleased to invite the offers to acquire Plots described in Annexure-1, annexed hereto.

- 1) Terms of offer: Under the general terms prescribed for Plots by open offer.
- 2) Location of Plots : The location of Plots for which offers are invited are shown in Annexure – C1-C6 enclosed hereto.
- 3) Description of Plots : Please refer Annexure – I for details.
- 4) Agreement to Plots:
 - 4.1 Lease of Plots will be as per applicable laws in Gujarat.
 - 4.2 The allottee shall execute, sign all necessary documents, forms, declarations, etc. required for registering Plots.
 - 4.3 On payment of all the instalments & other charges, LEASE DEED shall be executed as mentioned in Annexure – II.
 - 4.4 The allottee shall not be allowed to transfer or assign the rights and interest in or benefits under the agreement executed between him/her and the DREAM CL in respect of the Plots without the

prior permission of the DREAM CL.

- 4.5 Permission may be granted on payment of transfer charges as may be decided by the DREAM CL from time to time, only after, the allottee has paid entire cost and taken over possession of Plots by execution of agreement to Lease.

- 4.6 The miscellaneous charges and Payment of Stamp Duty & Registration charges are not included in the cost of respective Plots.

The Allottee will bear & pay exclusively the Stamp Duty & the Registration Charges payable in accordance with the Gujarat Stamp Act 1958 in respect of the Agreement to Lease to be executed between the DREAM CL of one part and the allottee of the other part.

- a. Applicable Water Deposit & Water charges are payable to DREAM CITY LTD (Water Supply) directly.
- b. All other statutory charges levied from time to time shall be applicable and

binding on allottee.

- 4.7 The possession must be taken over within 30 days after completing all the payment or as mentioned in the Letter of Intention.
- 4.8 Important: Offerer shall visit and inspect the physical condition of the Plots for which he/she intends to offer. No claim regarding the physical condition of the plots shall be brought forward at any time by the Bidder/Allottee/Offerer.
- 4.9 Breach of any of the conditions will render the allotment liable for termination with forfeiture of the Earnest Money Deposit and claim for damages and costs.
- 4.10 DREAM CITY LTD reserves rights to insert or impose any special condition which will be

binding on the allottee.

- 4.11 In the matter of dispute as regards interpretation of any of the conditions or of anything related to the Scheme, decision of the Managing Director (MD) of DREAM CITY LTD or Officer authorised by MD shall be final and binding upon all the concerned.
- 4.12 GST: The allottee shall pay GST and other applicable taxes to the DREAM CL.
- 4.13 For further details / clarification required if any, please contact:
Office of General Manager (P&A)
4th Floor, SUDA Bhavan,
Vesu Abhva Road, Vesu,
Surat-395007
Tel: 0261-

E-mail: dreamclsurat@gmail.com

GENERAL TERMS AND CONDITIONS

Prescribed for disposal of Plots through e-auction.

- 1) **Schedule of payment of agreed Lease premium:** Agreed Lease Premium, after adjusting the Earnest Money Deposit (EMD), shall be payable in instalments in the manner as prescribed in the Annexure –III and In the

Letter of Intention/Intimation.

- 2) **Grant of extension to time for making payment of instalments:** The Managing Director of the DREAM CL may extend the time prescribed for making the payment of instalment not exceeding 6 months in all. The extension is grantable upon payment of interest at the rate as may be prescribed by the DREAM CL

from time to time. The allottee should apply for extension before the due date for payments.

The present rates of interest are as under:

- a) Upto 3 months DPC will be: 15%
 - b) Beyond 3 months & upto 6 months DPC will be: 18% The above rates are subject to change without notice
- 3) Grant of "No Objection Certificate" to enable the Allottee to mortgage the Plot for borrowing loans DREAM CL may grant "No Objection Certificate" to enable the Allottee to mortgage the Plot to obtain loan. Such No Objection Certificate shall be granted subject to the following conditions:
- i) The Allottee shall apply to the DREAM CL along with a letter from the Financial Institution granting the loan.
 - ii) The No Objection Certificate shall enable the allottee to mortgage the Plots to said financial institutions only after the payment of entire Lease Premium and other charges and after execution of Agreement to Lease.
 - iii) The NOC shall be only for obtaining the financial facility for the development of plot.
- 4) Consequences of non-payment of any of the instalment of Lease premium on due date
- a. If the allottee fails to pay the entire amount of first instalment within its

prescribed time schedule or within the extendable period, the agreement concluded shall stand terminated and the Earnest Money Deposit along with 10% of the instalment/s paid by the allottee shall stand forfeited to the DREAM CL.

- b. On payment of first instalment or part thereof, if the allottee fails to pay balance amount of First instalment and amount of subsequent instalment within the prescribed period or within permissible extendable time as the case may be, the allotment shall be liable to be terminated by the DREAM CL. The earnest Money Deposit along with the 10% of the instalment/s paid shall stand forfeited to the DREAM CL and the balance amount will be refunded without any interest. The DREAM CL also reserves the right to recover compensation for loss or damage, if any, suffered in consequences of such default.

5) **Solid Waste Management**

Plots owner shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Hon'ble Supreme Court regarding solid waste management.

- a. The intending lessee shall keep two streams of waste, one for food waste / biodegradable waste and another for recyclable waste such as papers, plastic, metal, glass, tags etc.

- b. The Plots owners shall identify locations for composting and disposal to waste within their complex.
- c. The Plots owner shall ensure that no domestic / institutional waste shall be thrown on the streets, foot-paths, open spaces, drains or water bodies.
- d. Plots owner shall make separate arrangement for disposal of toxic or hazardous household waste such as used batteries, containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.
- e. The Plot owner shall ensure proper segregation and storage of household waste in two separate bins
- 6) **Payment of Miscellaneous charges:** In addition to the Lease premium and the applicable taxes, the allottee will have to bear the Miscellaneous Charges comprising of water distribution charges, share money, documentation charges, PSIDC, service charges etc. as applicable.
- 7) **Mode of payment:** The payment of instalment of Lease Premium, water distribution betterment charges, documentation charges shall be paid separately through online process only.
- 8) **Payment of taxes / service charges:** All Services Charges and Taxes as applicable, are payable to the DREAM CL or the DREAM CL as applicable.
- 9) **Transfer of assignment of rights:** The allottee can transfer or assign his rights, interests or benefits which may accrue to him from the Agreement with the prior written permission of the DREAM CL and on payment of such transfer charges as may be prescribed by the DREAM CL from time to time. Such permission can however be granted only after the agreed Lease Premium and any other amount has been paid in full and after execution of Agreement to Lease or LEASE DEED. Before the LEASE DEED, the allottee shall not transfer the rights, benefits and interests, he/she derives in the Plots allotted to him/her.
- 10) **Power connection:** Power connection, consumption deposits and other charges will be paid directly by the allottee to the competent authority. The Allottee will apply directly to the competent authority for power connection by completing all the necessary formalities. For permanent power connection the NOC will be given after allottee has executed the LEASE DEED with the DREAM CL and all the dues of the DREAM CL have been paid.
- 11) **Water supply:** Water supply will be made available on payment of necessary water connection and water consumption charges to the DREAM CL or the concerned authority from time to time by completing formalities of DREAM CL in this regard.

- 12) **Payment of rates and taxes:** The allottee shall pay all rates, GST and other applicable taxes in respects of the Plots agreed to be sold to him/her.
- 13) **Nuisance:** The allottee shall not at any time do, cause or permit any nuisance in or upon the said land agreed to be leased.
- 14) **Recovery of any sum due to the DREAM CL:** Where any sum payable to the DREAM CL by the allottee under the Agreement to Lease is not paid, the DREAM CL shall be entitled to recover such sum as arrears of Land revenue through the Competent Authority.
- 15) **Execution of agreement:** Immediately within 30 days of the payment of agreed Lease premium in full, the allottee shall execute the LEASE DEED with DREAM CL. In case the allottee fails to execute the LEASE DEED within a period of 30 days from making the payment of total

Lease premium, the agreement so concluded shall be liable for termination and the EMD along with 10% of the instalment/s paid shall be forfeited without prejudice to the rights of the DREAM CL, to recover compensation for loss or damage if any suffered in consequence of such default. However, the Managing Director on request of the licensee can forgo period for upto 90 days on recovery of watch & ward charges at the rate of Rs.5 per sqm per month.

- 16) **Format of LEASE DEED:** The Format of LEASE DEED will be made available for inspection only after payment of Lease premium in the office of the DREAM CL.

Note: The rights to reject any or all the bidder without assigning any reason are reserved by the DREAM CL. The bidder shall not take benefit of any grammatical or printing mistake which may have occurred.

ANNEXURE - I

PLOTS FOR AUCTION AT DREAM CITY LIMITED

Duration for registration of the Bidder and payment of EMD and e-Auction fee			Dt. / /2022 to Dt. / /2022		
e-Auction fees (Non refundable)			e-Auction fee For each bid is Rs.10,000/-		
Sr. No.	Details of plot	Plot area in sq.mt.	Offset price Rs. (Per sq.mt)	EMD in Rs.	Date of E-Auction
<u>1</u>	<u>C1 Zone (For commercial development and/or ancillary use) (Subplot-1)</u>	<u>9880</u>	<u>73,000</u>	<u>72,12,400</u>	<u>E-Auction starts at 11.00 hrs on Dt. 12/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 12/05/2022</u>
<u>2</u>	<u>C1 Zone (For commercial development and/or ancillary use) (Subplot-2)</u>	<u>16077</u>	<u>73,000</u>	<u>1,17,36,210</u>	<u>E-Auction starts at 11.00 hrs on Dt. 13/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 13/05/2022</u>
<u>3</u>	<u>C1 (For hotel and/or ancillary use) (Subplot-1)</u>	<u>12888</u>	<u>73,000</u>	<u>94,08,240</u>	<u>E-Auction starts at 11.00 hrs on Dt. 14/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 14/ 05/2022</u>
<u>4</u>	<u>C1 (For hotel and/or ancillary use) (Subplot-2)</u>	<u>17264</u>	<u>73,000</u>	<u>1,26,02,720</u>	<u>E-Auction starts at 11.00 hrs on Dt. 16/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 16/ 05/2022</u>
<u>5</u>	<u>R2 Zone (Residential) (Subplot-1)</u>	<u>47250</u>	<u>73,000</u>	<u>3,44,92,500</u>	<u>E-Auction starts at 11.00 hrs on Dt. 17/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 17/05/2022</u>
<u>6</u>	<u>R2 Zone (Residential) (Subplot-2)</u>	<u>19965</u>	<u>73,000</u>	<u>1,45,74,450</u>	<u>E-Auction starts at 11.00 hrs on Dt. 18/05/2022.</u> <u>Auction ends at 12.00 hrs on Dt. 18/05/2022</u>

THE DETAILS OF THE PLOTS ARE AS UNDER:

I. PLOT 1

- a) **Size of Plot** as per **Annexure-C1**; (All land is disposed in as is where is position.
- b) **Land/ Plot Area:** 9,880 sq. mt.;
- c) **Site Address:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat
- d) **Site Coordinate:** E: 270997.28 m, N 2336246.00 m
- e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:**

During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter. The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot** : For commercial development and/or ancillary use

i) **Lease Period:** 91 years from the date of possession_of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the, rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding.

II. PLOT 2

a) **a. Size of Plot** as per **Annexure-C1**; (All lands are disposed in as is where is position)

b) **Land/ Plot Area:** 16,077 sq. mt.;

c) **Site Address:** Opposite SDB Diamond Bourse,

d) **Site Coordinate:** E 270874.38 m, N 2336262.48 m

e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:** During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter. The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot:** For commercial development and/or ancillary use

i) **Lease Period:** 91 years from the date of possession of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the, rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding.

III. PLOT 3

- a) **Size of Plot** as per **Annexure-C1** ;(All land are disposed in as is where is position)
- b) **Land/ Plot Area:** 12,888 sq.mt.;
- c) **Site Address:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat
- d) **Site Coordinate:** E 270706.52 m, N 2336079.16 m
- e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:** During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter ; The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot:** For hotel and/or ancillary use

i) **Lease Period:** 91 years from the date of possession of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding

IV. PLOT 4

- a) **Size of Plot** as per **Annexure-C1** ;(All land are disposed in as is where is position)
- b) **Land/ Plot Area:** 17,265 sq.mt.;
- c) **Site Address:** Opposite SDB Diamond Bourse, Dream City, Khajod, Surat
- d) **Site Coordinate:** E 270693.89 m, N 2335960.70 m
- e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:** During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter ; The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot:** For hotel and/or ancillary use

i) **Lease Period:** 91 years from the date of possession_of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding

V. PLOT 5

a) **Size of Plot** as per **Annexure-R2** ;(All land are disposed in as is where is position)

b) **Land/ Plot Area:** 47,250 sq.mt.;

c) **Site Address:** Near SDB Diamond Bourse, Dream City, Khajod, Surat

d) **Site Coordinate:** E 270347.75 m, N 2335234.54 m

e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:** During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter ; The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot:** Residential

i) **Lease Period:** 91 years from the date of possession_of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding.

VI. PLOT 6

- a) **Size of Plot** as per **Annexure-R2** ;(All land are disposed in as is where is position)
- b) **Land/ Plot Area:** 19,965 sq.mt.;
- c) **Site Address:** Near SDB Diamond Bourse, Dream City, Khajod, Surat
- d) **Site Coordinate:** E 270585.93 m, N 2335213.42 m
- e) **Total Permissible Construction;**

Description	FSI
Base FSI	1.8
Additional paid FSI	2.2
Total	4.0 (Max. Permissible)

f) **Maximum Permissible Height of the Building:**

Maximum of

i.) 53.84 mt. above MSL (as per AAI NOC issued for entire Dream City project area)

OR

ii.) max. permissible height as per AAI NOC for individual plot (to be obtained by applicant separately.)

g) **Minimum Amount of the Plot:** During auction process, the Bidder/ Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. **100/-** per sq. meter; The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.

h) **Permissible Use of Plot:** Residential

i) **Lease Period:** 91 years from the date of possession_of the Plot;

j) **Lease Rent:** Annual lease rent @ Rs **2/-** per sq. mtrs. of plot area in advance for a total period of 20 years, plus applicable Goods and Service Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the rent will be paid before 31st January of each year in advance. In case of non-payment penalty at the annually interest rate of 15% will be applicable.

Note:-

-All other relevant regulations prescribed in prevailing GDCR and GPMC and any changes made therein shall be binding.

-Development Control Regulations prevailing at the time of Development shall be applicable.

-All relevant Notifications/ Acts/ Rules/ Resolutions other than Development Control Regulations prescribed by Central/state Government from time to time shall be binding.

ANNEXURE – II

PROCESS OF ALLOTMENT OF LAND THROUGH E-AUCTION

Sr. No.	STAGE	Important Date	Payment to be made	Document to be Executed
1.	Advertisement of E-Auction			
2.	Registration of Bidder on Auction Website		e-Auction Process fee – Rs.10,000	Application Form
3.	Pre-Bid Suggestions and Queries			Addenda/ Corrigendum
4.	Prior to Bidding Process or Placing a bid		EMD (as per 1% of the offset price of each plot as mentioned in Annex. - II)	
5.	Auction Result			Letter of Intention/ Intimation
6.	payment of 25% Installment		25% of the Bid amount	Provisional Letter of Allotment and Certificate of Possession
7.	Final Installment		Full Payment of Bid Amount	Registered LEASE DEED

ANNEXURE – III

PAYMENT SCHEDULE

p	A	B	C	D
YEAR	BUA <= 50,000 Sq.m	BUA > 50,000 up to 100000 Sq.m	BUA > 1,00,000 up to 150000 Sq.m	BUA > 1,50,000 Sq.m
Y1	10% payment in 10 days of "Letter of Intention"	10% payment in 10 days of "Letter of Intention"	10% payment in 1 month of "Letter of Intention"	10% payment in 1 month of "Letter of Intention"
	15% payment in 30 days of "Letter of Intention"	15% payment in 30 days of "Letter of Intention"	15% payment in 12 months of "Letter of Intention"	5% payment in 12 months of "Letter of Intention"
	25% payment in 12 months of "Letter of Intention"	6% payment in 12 months of "Letter of Intention"		
Y2	25% payment in 2 year of "Letter of Intention"	6% payment in 18 months of "Letter of Intention"	20% payment in 24 months of "Letter of Intention"	15% payment in 24 months of "Letter of Intention"
		7% payment in 24 months of "Letter of Intention"		
Y3	25% payment in 3 year of "Letter of Intention"	7% payment in 30 months of "Letter of Intention"	20% payment in 36 months of "Letter of Intention"	15% payment in 36 months of "Letter of Intention"
		7% payment in 36 months of "Letter of Intention"		
Y4		7% payment in 42 months of "Letter of Intention"	20% payment in 48 months of "Letter of Intention"	15% payment in 48 months of "Letter of Intention"
		35% payment in 48 months of "Letter of Intention"		
Y5			15% payment in 60 months of "Letter of Intention"	15% payment in 60 months of "Letter of Intention"
Y6				15% payment in 72 months of "Letter of Intention"
Y7				10% payment in 84 months of "Letter of Intention"
	Max. 3 years	Max. 4 years	Max. 5 years	Max. 7 years

Note: BUA shall be the area pertaining to the plot considering base FSI (1.8).

- i) The Bidder/ Applicant/s submitting highest amount for purchase of PLOT and lease of Plot over and above to the minimum amount of plot mentioned herein shall be selected as the Preferred Bidder for the purpose of this RFP (the "Preferred Bidder");
- ii) The Letter of Intention/Intimation (LOI) will be issued to successful/preferred bidder at sole discretion of DREAM City Limited.
- iii) Deposit 10% amount of the total consideration excluding EMD for purchase price of PLOT within 10 days of the Letter of Intimation/ Intention ("LOI") for each category mentioned above;
- iv) The bid/tender shall be subject to confirmation by the appropriate authority and, if so confirmed, the balance of the full amount of the bid money shall be paid by the highest bidder/ tender in the office of the DREAM CL by a demand

draft of a Nationalized Bank on or before the 10th day from the “Letter of Intimation” (“LOI”). Then after, the balance 90% amount of the total consideration for purchase price of PLOT, within the duration from the date of “Letter of Intimation” (“LOI”) as per payment schedule.

Provided that the authority may extend the last date of payment for each milestone, where the authority is satisfied that sufficient reasons exist for doing so, with interest rates as mentioned below,

- i) Upto 3 months Delayed Payment Charges (DPC) will be: 15%
- ii) Beyond 3 months & upto 6 months DPC will be: 18 %.

The above rates are subject to change without notice.

- v) Provisional Letter of allotment (LOA) shall be given to the preferred bidder on successful payment of second milestone for each category.
 - vi) The preferred bidder shall be able to start the procedure for development after obtaining the LOA.
 - vii) All other recurring payments of Lease, Rent, Land Revenue etc. shall be paid by the lessee/preferred bidder in advance as per the terms contained under the “Letter of Allotment” (LOA) before execution of the lease deed.
 - viii) After completion of all the aforesaid compliances, the physical possession of plot shall be handed over to the lessee by DREAM CL;
 - ix) Upon receipt of all the payments and consideration as per the terms and conditions of this RFP and the LOA, the Preferred Bidder shall execute the Lease Deed (in the standard format of DREAM CL) with DREAM CL within six months and the same shall be registered with the concerned Sub-Registrar of Assurances, in Duplicate. The original Deed shall be retained with Preferred Bidder/ lessee and Duplicate shall be handed over to the DREAM CL; The entire cost of the such Lease Deed including registration fees/Stamp Duty/Charges etc. shall be borne by Preferred Bidder/Lessee.
3. The amount of EMD shall be returned to unsuccessful bidder without any interest and all other charges for the transfer of EMD shall be borne by the bidder, within 45 days of completion of auction process or on acceptance of the bid of the Preferred Bidder or when the auction process is cancelled by DREAM CL.
 4. The deposited amount of the EMD shall be adjusted at the time of payment of final installment of total consideration payable by the bidder.
 5. If the bidder succeeds in the auction and fails in paying the amount as per above, the amounts of EMD and 10% of payment made earlier by the bidder will be forfeited by the DREAM CL, without assuming any liability whatsoever the case may be.
 6. Preferred Bidder should have to submit the following additional documents at the time of payment of 10% of total consideration payable by the bidder.
 - (a) Certified copy of the electricity bill/ telephone bill/ Municipal property tax bill of his/her/their residence; and

(b) The electricity bill/ telephone bill/ Municipal property tax bill of residence in foreign territory (along with English translation in case of document is in the language other than English) together with copy of the passport and identity proof_____ in testimony to prove my residence as citizen of_____ of _____ country, in accordance with the Hague convention and applicable laws in India. (Applicable in case of foreign citizen(s) only)

(c) Annexure-A fully signed and with all details.

7. Preferred bidder/Applicant/s other than individual submit the following:

- i. Certified copy of registration with the regulatory authority;
- ii. Certified copy of constitutional documents;
- iii. Certified copies of documents/ papers evidencing legal existence of the entity/ institution/ body corporate;
- iv. Certified copies of applicable by-laws, if any;
- v. English translation of all the documents (in case of documents/ papers are in language other than English) duly certified in accordance with the Hague convention and laws applicable in India. (Applicable in case of foreign citizen(s))

8. Auction should be governed by applicable laws of India and the jurisdiction for any dispute shall be of the competent court at Surat.

9. At any point of time, information given by the bidder found false or misleading or deceitful, or indulgent or corrupt / fraudulent practice to influence the auction, DREAM CL reserve the right for cancelling / taking back the space / plot including the forfeiture of the payment made from time to time.

10. For the purpose of allotment all terms, conditions and decisions of the DREAM CL or the competent authority will be final. In case any dispute arises for the process and condition of auction, decision of the DREAM CL or the competent authority will be final.

ANNEXURE –IV

(Fill up this form, Scan the same and upload along with registration form)
You are also requested to submit the original to authority within 7 days after completion of e-auction on following address:

Diamond Research and Mercantile (DREAM) City, Surat
4th Floor, SUDA Bhavan, Vesu-Abhva Road,
Vesu, Surat-395007

DREAM CL plot Sr. No. of TABLE-I attached herewith; Area:_____sq.mts.,
Purpose of PLOT : “Sale for Commercial” for 91 years lease period.

LETTER COMPRISING THE BID

1. Type of Applicant/s. (Please tick mark (√) against right one)

- Public Limited Co.()
- Private Limited Co.()
- Government Co.()
- Joint Venture()
- Limited Liability Partnership()
- Partnership Firm()
- Co-Operative Hou. Society.....()
- Government Institution()
- Government Venture()
- Others.()
- Individual()

2. Full name of the Applicant/s:-

.....

3. PAN No.....

4. CIN No. (in the case of Company)

5. Communication Details:-

Phone No:

A. Resi.....

- B. Office.....
- C. Mobile No.....
- D. E-mail Address.....
- E. Fax.....

6. Address of the Applicant/s:-

- A. Present:-
-
- B. Permanent/Registered:-
-
- C. For Correspondence:-
-

7. Information of the Applicant/s:-

- A. In cases where the company/limited liability partnership/joint venture/ partnership firm, the bidder should have the power of attorney to participate in the bidding process.

Sr. No.	Name of the directors/	Present residential address of the	Business address	Type of director/

Name of Power of Attorney Holder	Detail and address of the service / business.

B. In case the Government Institution, Government Venture or Others

Name of the Department/Institution	Number of the Employees	The detail description of the amenities department wants to provide to the public.

C. In case of Individuals: -

Name	Detail and address of the service / business.

D. In case of Power of Attorney Holder: -

Name of Power of Attorney Holder	Detail and address of the service / business.

Scan & Upload the Power of Attorney. You are also requested to submit the original to DREAM CL office.

8. Details of Plot for offer submit-:(Fill up As per Published Notice)

Sr. No.	T.P.S. No. & Name	F.P. No.	Plot Area (Sq. mtrs.)	Minimum Base Price(sq. mtrs.)	Propose offer Rs. (sq. mtrs.)

During the Auction there will be minimum increments of **Rs.100/-per sq.mtr.**

9. Details regarding the money to be paid towards Earnest Money Deposit (E.M.D.) and Auction Fee (non-refundable) are as under.

I have paid the following sum as per the terms and condition of the RFP:

Registration Fee.	Rs.10,000/- (INR Ten Thousand Only) by NEFT
Earnest money deposit (EMD)	As per advertisement of DREAM CL
Payment particulars	UTR /payment ref. No. _dated Name of the Bank

10. I/ we hereby agree that:

- a. I/we, having examined the RFP document and understood its contents, hereby submit my/our bid for the aforesaid plot. The bid is unconditional and unqualified;
- b. I/ we acknowledge that DREAM CL will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Preferred Bidder for the aforesaid plot, and certify that all information provided in the Bid are true and correct; nothing has been omitted which may renders such information misleading; and all documents accompanying our Bid are true copies of their respective originals;

11. The bid / proposed is made/ submitted by me/us after taking into consideration all the terms and conditions stated in the RFP and all the conditions that may affect the project cost and implementation/ development of the plot in accordance with the instructions/ terms of DREAM CL, I/We have obtained advice from appropriate sources and it is my/our independent decision to submit this bid proposal at my /our own cost and responsibility.

12. I/we have read, understood, agreed and undertake to abide by all the conditions contained under the RFP including annexure annexed therewith.

Date:___/___/_____.

Yours faithfully,

(Signature, name, designation and seal of the Bidder/ Applicant/s)

Place:

(Name of the Bidder/ Applicant/s)

ANNEXURE – V

TERMS AND CONDITIONS FOR LEASE AND DEVELOPMENT OF PLOT

plot of TABLE-I attached herewith ; Area: _____sq.mts., Purpose: “Sale for Commercial” for **91** years lease period, Under provision of Urban/Area Development authorities (Disposal of land And Other properties) Regulations-2002

1. The variation up to 15% of the plot area shall be accountable. Allotment of the land will be given as per the area mentioned in the advertisement and Applicant has to make payment on such area as per the offer/bid price. If it is found any less area as per the physical possession the development will be given as per the advertisement area. And if in physical possession area is found more than advertisement area, allotment and development of the land will be given as per the physical possession area and Applicant has to make payment on such additional area also as per the offer/bid price.
2. All the applicable taxes, duties, levies, costs, fees, Incremental Contribution (I.C.) amount, charges, expenses etc. related to preparation, execution and registration of the Lease Deed including payment of stamp duty, registration fee, folio fees, etc. shall be exclusively borne by the lessee.
3. It shall be the responsibility of the Lessee to obtain the necessary permissions, sanctions or licenses from the concerned authorities for carrying out any development or construction activity and for doing the trade or business or industry in the premises, as may be permissible under law. All related charges, expenses etc. shall be borne by the lessee alone. All kinds of levy amount and responsibility of paying service expenses shall be borne by the lease holder and all the rules related to the land shall be bound to the lease holder.
4. The lessee shall start the construction on the plot as per approved plan as per applicable Comprehensive General Development Control Regulations (CGDCR) within 6 (six) months from the date of handing over the LOA and possession certificate by DREAM CL, failing which DREAM CL shall have the authority to seize all the rights of lessee over the plot and all the amount deposited/ paid by the lessee in respect to the same, will be forfeited without assuming any liability whatsoever kind or nature. However, in case of special circumstances and on receipt of proper reason and request by the lessee, the competent authority (DREAM CL) shall have the exclusive right to increase the time limit for a further maximum period of two years, on such terms and conditions, as may be imposed by DREAM CL. And only after receiving the building use permission, the lessee shall be entitled to commence the use. The lessee shall form an association or service society to maintain the premises and hand it over to the users.
5. All the amount of total premium as per the Letter of Intimation, lease rent and land revenue etc., if not deposited within prescribed time, then and the amount of interest payable due to it if not deposited in the prescribed time than,

considering the offer produced as cancelled / treating the lease as cancelled / treating the whole deal cancelled, all the amount deposited shall be forfeited by the competent authority.

6. Lease holder is fully responsible for keeping the building/structure constructed upon and the plot in good condition and also responsible for permanent maintenance of the plot and construction there upon.
7. After receiving required permission of competent authority, the lessee shall be able to get electricity connection from the concern authority at its own expenses. Water and drainage connection will have to be obtained by the lease holder as per prevailing rules and regulation of respective authority. Authority will not be liable for any process related to Revenue Department or any Authority. The Lessee shall pay all deposits, charges etc. on electricity, water drainage and all other services for initial connections, reconnections, renovation and all other similar purposes maintenance.
8. Plot shall be utilized only for the purpose for which it is permissible will be allotted. Any part of the building or any unit / premise therein cannot be sold or given on rent to anybody for the use other than the permissible uses.
9. In case if unauthorised construction is carried out by lessee or if construction is carried out by the lessee more than the permissible area specified in the Letter of Allotment/ Lease Deed than the authority will have right to seize the whole building and unilaterally cancel the lease deed and in such case all the amounts paid by the lessee will be forfeited by DREAM CL.
10. It will be the responsibility of the lessee and their successor or assigns to maintain and keep functional facade and common area like passage, staircase, and common utilities like lifts, common sanitation facilities, parking space, fire system, common effluent treatment plant, common lighting, decorative lighting for the life of building on permanent basis. If the lessee/ transferee/ unit holder/ occupant failed to do so the competent authority will have the right to impose penalty on lessee/occupants. It is the duty of the lessee to mention this condition clearly in the agreement/ transfer document as may be executed between the lessee and the occupant/ end user.
11. The Lessee shall not mortgage or transfer or part with permission or sublet the premises or land or apportion there or without the permission of the DREAM CL.

After completion of construction/ development of building over the plot and completion of all payment as per the payment schedule, the lessee shall have the right to sell/ convey/ transfer the built-up space / premise to the unit holder(s)/ occupant(s) along with sub-lease/ assignment of undivided leasehold rights in the land for residue period of lease only.

12. The lessee/ occupant(s) shall not do or carry out any illegal trade or activities in the building/ plot or any part thereof, those are prohibited by law and against the social ethics and/or adversely affect the vision and object of DREAM CL.

DREAM CL will not be responsible for such illegal act and it is sole responsibility of the lessee and lessee will be liable for applicable legal action / consequences. In case of any violation of this clause, DREAM CL shall have the right to terminate the lease deed;

13. The lessee shall not to encroach upon any adjoining land, road, pathway or footpath in any manner whatsoever and any encroachment by the lessee shall be deemed to be a breach of the Lease Deed;
14. The lessee/occupants shall indemnify and keep DREAM CL indemnified from and against all actions, suits and proceedings and all taxes, duties, penalties, costs, charges, expenses, losses and damages which may be incurred or suffered or caused to or sustained by DREAM CL by reason of any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of the Lease Deed by the lessee;
15. The Lessor or any person authorized by the Lessor shall have the right to the enter the premises for any official purpose or to inspect, to connect or to repair any water mains or drainage passing through the premises and the fees or charges levied from time to time for maintenance of such amenities shall have to be paid by the lessee or for any lawful purposes.
16. The Lessee shall also be subject to abide all terms and conditions as may be imposed by the lessor from time to time.
17. The lessee in writing notify DREAM CL and hand over to it any archaeological finds, treasures and precious and semi-precious minerals discovered at the plot by the lessee or its employees, agents and contractors.
18. The lessee and/ or anybody corporate maintaining the building constructed on the plot shall ensure that the plot, the building and the surrounding shall be properly maintained and kept in good working condition. The Lessee shall always keep the premises neat and clean and free from rubbish and under hygienic conditions.
19. The lessee shall ensure that the development of the plot shall be in strict compliance with the provisions of the applicable CGDCR and other applicable laws;
20. The development/ construction of the plot and all related charges, expenses etc. shall be borne by the lessee alone. All kinds of levy amount and responsibility of paying service expenses shall be borne by the lease holder and all the rules related to the land shall be bound to the lease holder.
21. The lessee/ occupant(s) shall pay, in respect of the plot and the building constructed thereon, all applicable fees, taxes, Incremental Contribution (I.C.) amount, charges, cess, ground rent, assessment of DREAM CL or otherwise and all other levies of whatsoever nature including late fees, fines and penalties as applicable to the lessee / occupant(s) during the term of the Lease Deed;

22. The lessee shall abide by the rules and regulations as may be framed by DREAM CL or the competent authority for the efficient operation and management of the plot or any part thereof;
23. The lessee shall keep the building and the associated facilities / persons insured against loss or damage by fire, earthquake, flood and other perils and to pay the premium and sums of money payable for that purpose so as to keep such insurance policy alive and subsisting.
24. The lessor shall have the right, notwithstanding anything contained herein to cancel the allotment and the lease on a one-months' notice.
 - i) If there is violation by the leased of any of the provisions of this Deed or the terms and condition as laid down in prospective for allotment of premises or as may be specified from time to time or,
 - ii) When the period of lease expires, or
 - iii) If the lessee defaults in the payment of rent or any other amounts law fully due from him for a period of 6 (Six) month.
25. In case of violation of any condition in the Lease Deed, the Deed will automatically be termed as cancelled and the lessee shall have no right for any compensation or any loss/damage.
26. The bidder / applicant(s) shall carry out permissible built-up area in accordance with the plan passed by DREAM CL and shall not carry out additional constructions other than the permissible built-up area. And in case of breach of this the building shall be sealed by DREAM CL until the unauthorized construction are not demolished.
27. If any questions arise other than the above conditions than decision of Managing director/ DREAM CITY LTD. will be final and bound to Applicant/s/ lessee and their successors.
28. Applicant/s shall have to provide all the documents as and when asked by the competent authority for lease of the plot and development thereon, failing which the decision taken by competent authority (DREAM CL) shall be bound to Applicant/s/ lessee and their successors and assigns.
29. Any cost incurred for obtaining connection of services. i.e electricity, water supply, etc. shall be fully borne by the lessee.
30. On expiration of the lease period, the lessee shall have to give an application at least 6 months prior to the date of expiration of the lease period for extension of lease period and, DREAM CL, on prevailing rate of land at the relevant time, may extend the period, on payment of premium on prevailing rate and parties shall decide the rate of annual rent mutually. And thereafter a fresh lease deed will be executed.

List of the documents to be submitted during the Registration for the E-Auction Account.

MANDATORY

1. Certified copy of the electricity bill/telephone bill/municipal property tax bill of his/ her/ their residence. If the Applicant/ Bidder is Company/Organization, they should submit their certified copy of the electricity bill/ telephone bill/ municipal property tax bill of their Office/Organization.
2. Certified Copy of Permanent Account Number (PAN).
3. Documents related to type of business;
 - If there is a proprietor firm give self-declaration on letter pad.
 - If there is a Partnership firm give partnership deed with all their partner's name.
 - If there is a HUF give the executor Power of Attorney and Deed.
 - If there is a Limited Company or Private Limited Company should submit "certificate of incorporation" issued by the registrar of company.
4. If there is a individual person give self-declaration on stamp paper on **Rs.300/-** with notarized.
5. Income tax clearance certificate /copies of last 3 years ITR Return.

Note: Mandatory documents to be submitted during each Auction.

NON – MANDATORY

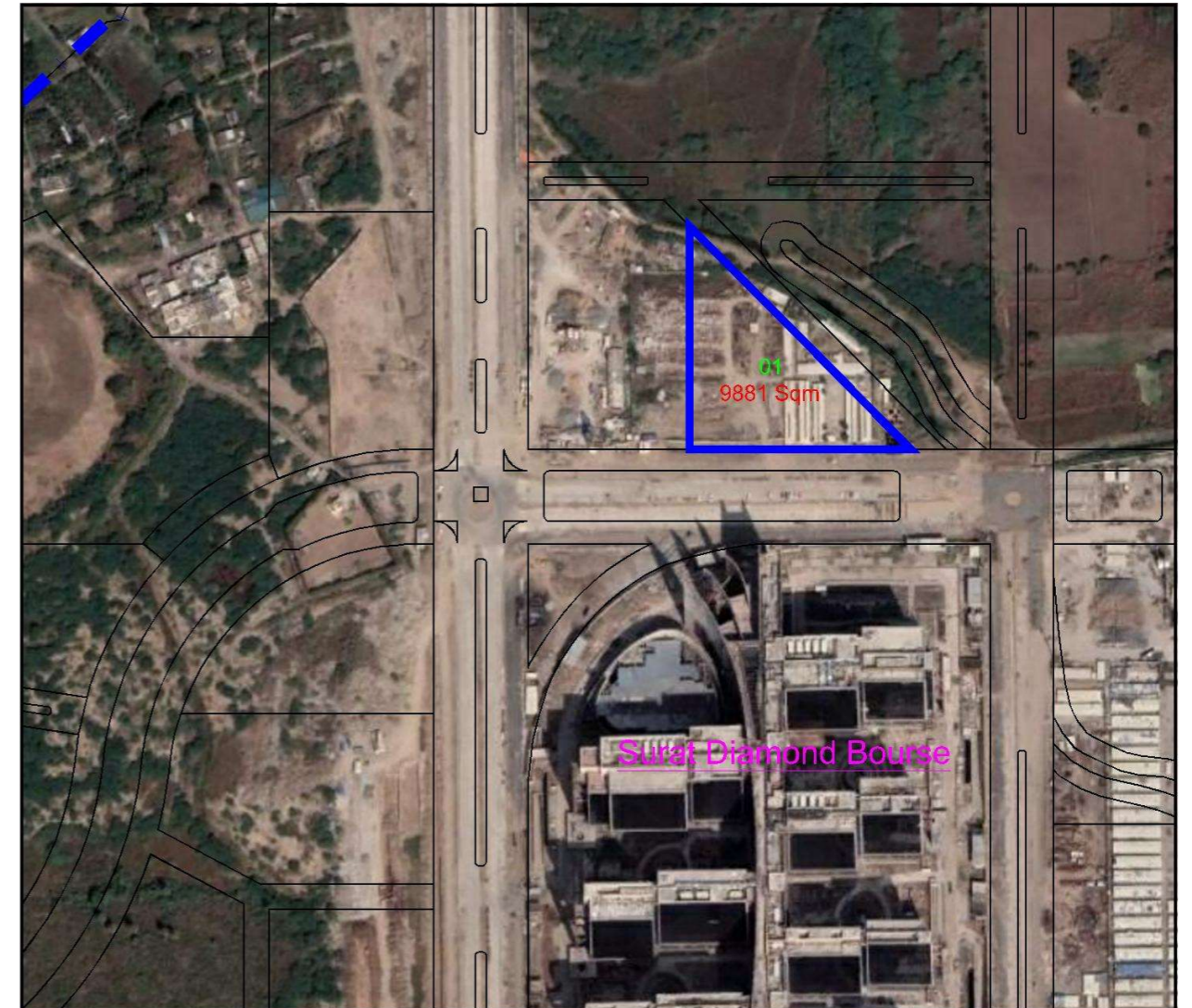
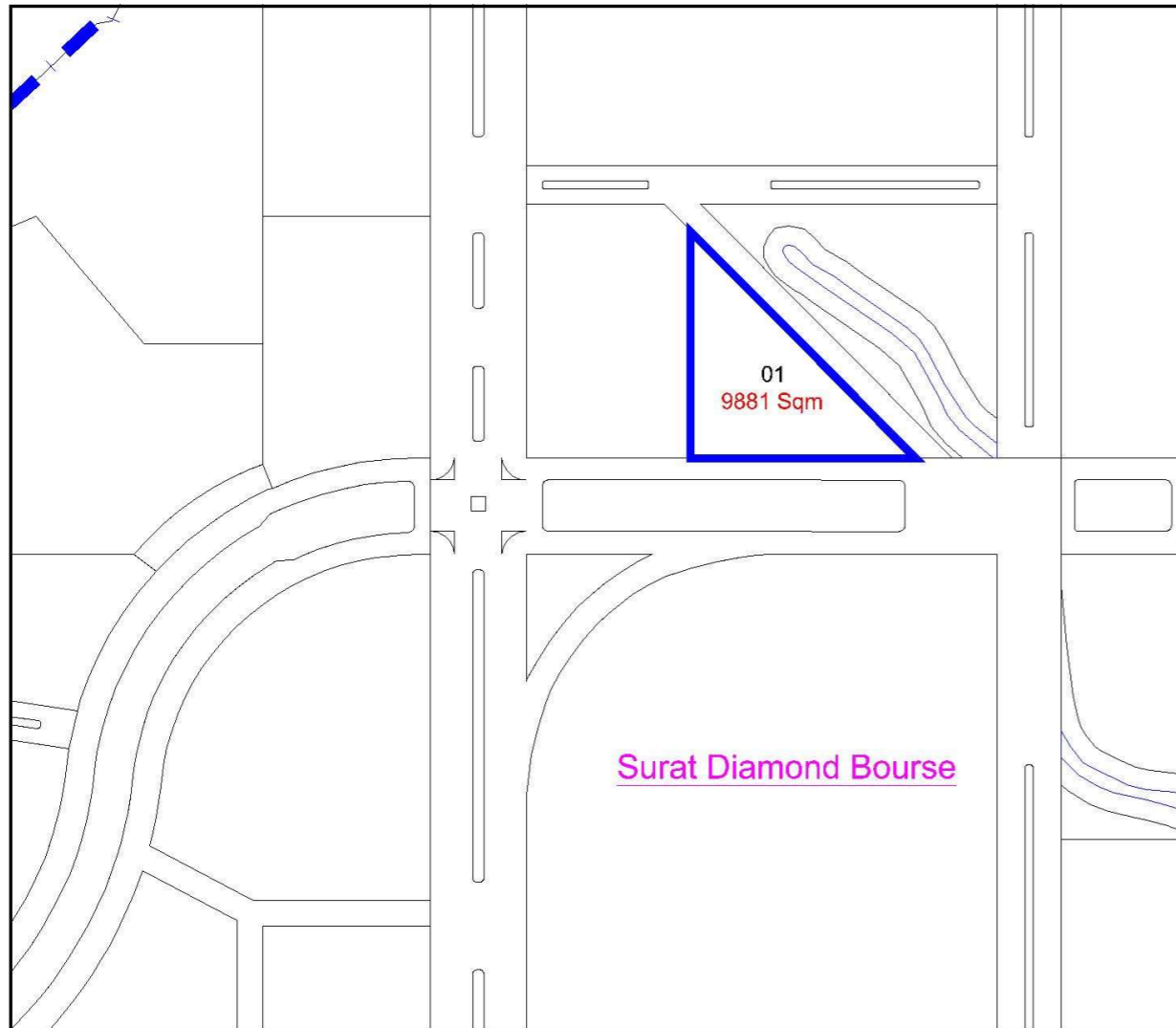
1. Certified copy of registration with the regulatory authority. (Professional tax Registration or Gumastadhara Certificate or any else.).
 2. Certified copy of the electricity bill/ telephone bill/ municipal property tax bill of residence in foreign territory (along with English translation in case of document is in the language other than English) together with copy of the passport and identity proof _____in testimony to prove my/our residence as citizen of_____ of_____ country, in accordance with the Hague convention and applicable laws in India. (*Applicable in case of foreign citizen(s) only*)
 3. Certified copy of constitutional documents for the company/organisation.
 4. Certified copies of documents/papers evidencing legal existence of the entity/ institution/ body corporate.
 5. Certified copies of applicable by-laws, if any.for the Company/Organisation
 6. English translation of all the documents (in case of documents/papers are in language other than English) duly certified in accordance with the Hague convention and laws applicable in India.
-

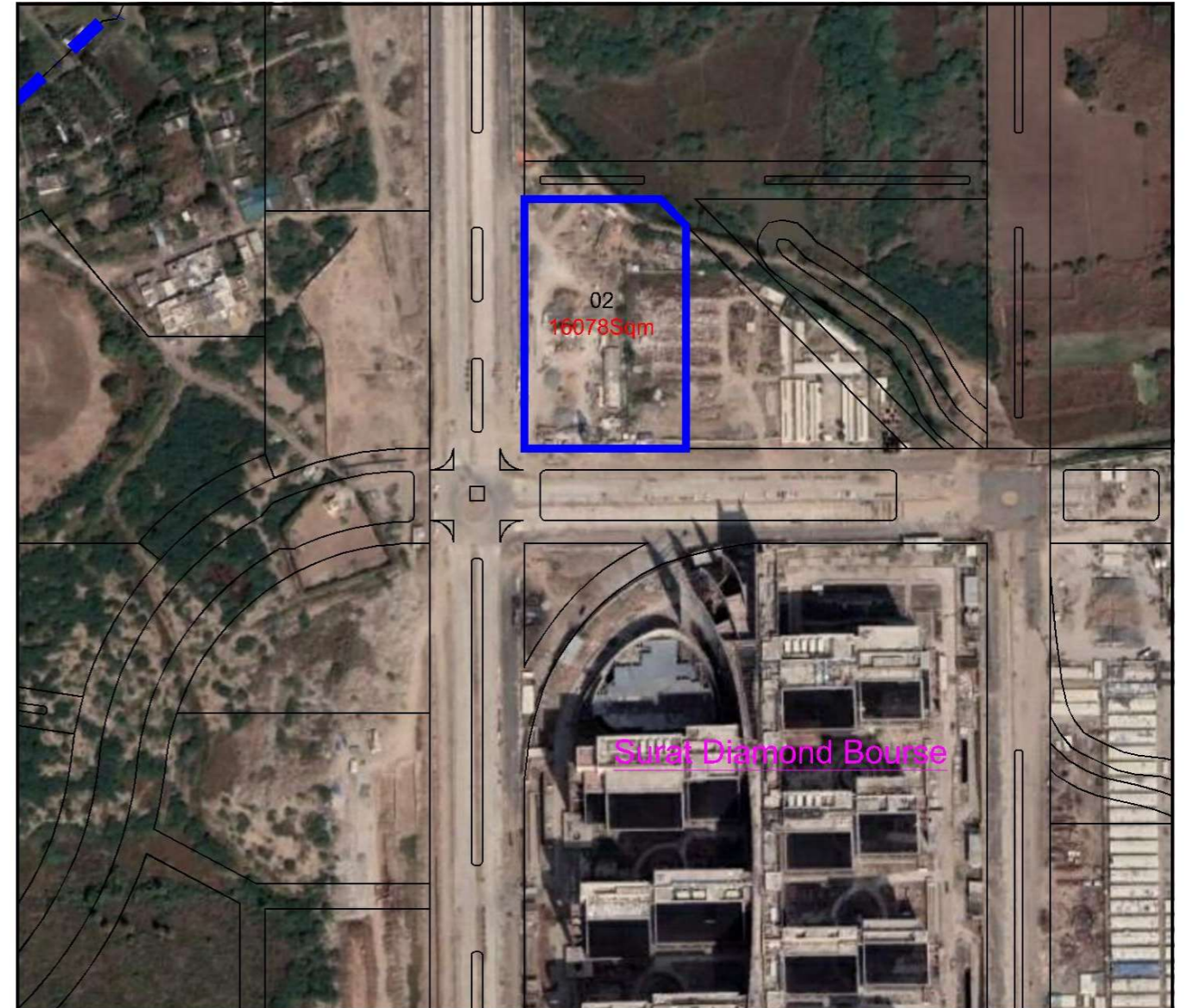
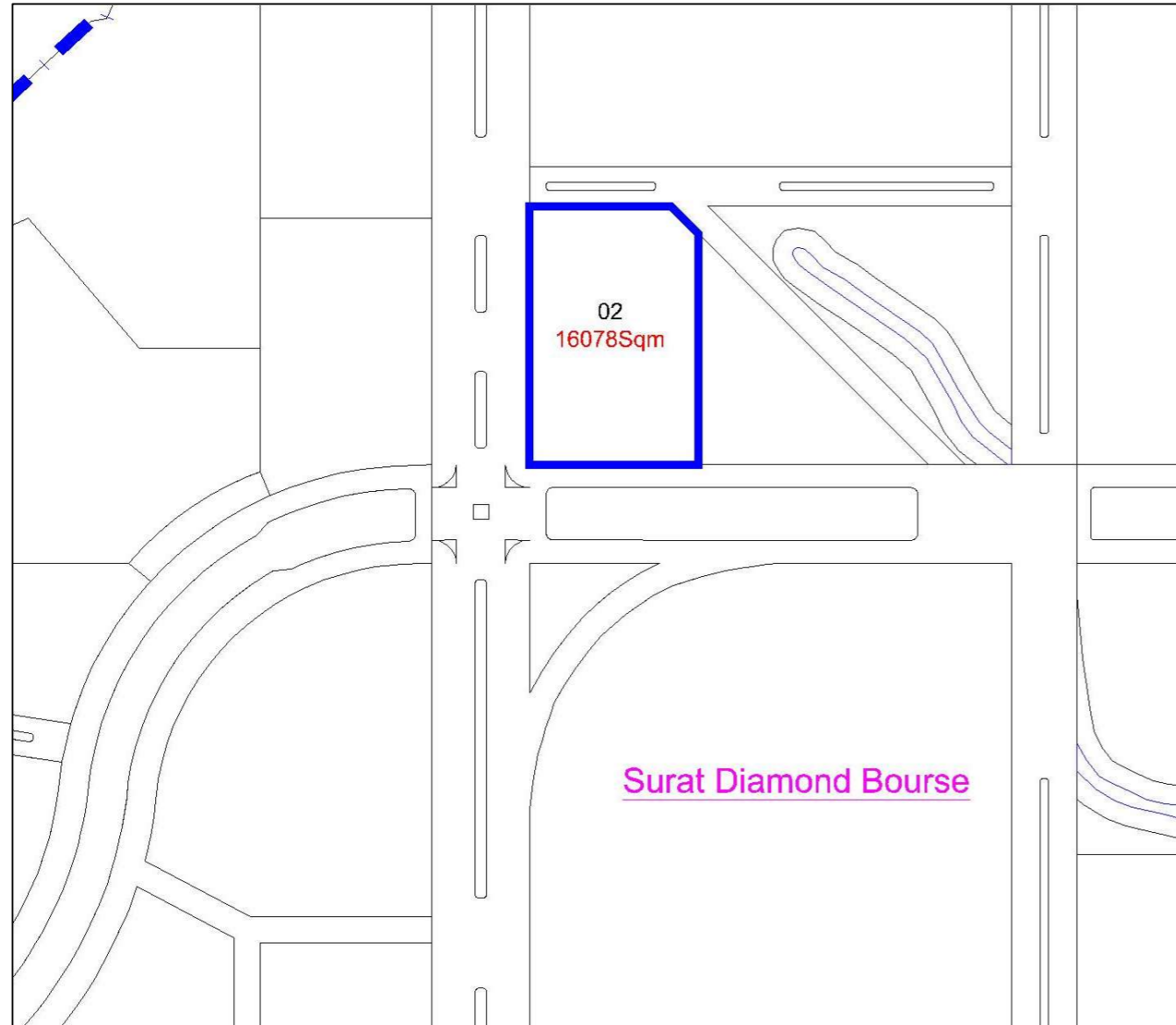
SELF DECLARATION FOR INDIVIDUAL AND ALL

I _____, age ___years, religion _____, residence at _____ do hereby declare that all the documents submitted for my identity, residence and income are true. I have gone through the information contained in Request for Proposal and all terms and conditions. I fully understand thereof any stage, it is found that the information has been provided by me wrongly then not only my eligibility can be cancelled on the ground of supply of wrong information but also the criminal action can be taken against me for providing wrong/false information.

Place:

Date: / /





PLOT DETAILS

Annex- C3



