



CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION

{An ISO 9001-2015 Organization}

[An Autonomous Organization under M/o Housing and Urban Affairs]
Govt. of India

Head Office : 6th FLOOR, 'A' WING,
JANPATH BHAWAN, JANPATH, NEW DELHI 110 001

Project Office : Plot No.7, Sector-P4, Kendriya Vihar,
P.O. Gujinder Vihar, Greater Noida,
Uttar Pradesh 201 315

SCHEME BROCHURE FOR e-AUCTION OF COMMERCIAL SHOPS & NURSERY SCHOOL IN KENDRIYA VIHAR GREATER NOIDA

Nursery School (Actual Photograph)



Shops (Actual Photograph)



NO GST & NO LEASE RENT

Table of Contents



Table of contents	2
Data Sheet	3
1 Section I: Instructions to the Applicants	4
1.1 Definitions:	4
1.2 Eligibility Criteria	5
1.3 How to apply & Acceptance of Bid	5
1.4 Language and currency	6
1.5 Applicant's responsibility.....	6
1.6 Documents required with Application Form	6
1.7 Extension of time limit for deposit of Allotment money	6
1.8 Payment options & schedule	7
1.9 Change in the name of applicant	8
1.10 Unsuccessful applicants	8
2 Section II: General terms and conditions	8
2.1 Principal lease deed & subsequent documentation	8
2.2 Assignment of Lease	8
2.3 Lease Rent charges	9
2.4 Possession of the Shops/Nursery School	9
2.5 Variation in actual area of Shops/Nursery School	9
2.6 Basis of transfer 'As is where is'	10
2.7 Maintenance of the Shops/Nursery School	10
2.8 Mortgage	10
2.9 Misuse, Additions, Alterations, etc.	10
2.10 Indemnity	11
2.11 Liability to Pay Taxes	11
2.12 Overriding Power over Dormant Properties	11
2.13 Consequences of mis-representation	11
2.14 Cancellation lease deed of Assignment	11
2.15 Letter of Allotment	12
2.16 Functional	12
2.17 Other clauses	13
3 Annexures – Technical forms	
3.1 Application form	14
3.2 Format for affidavit	15



Data Sheet

SL. No.	Head	Details
1.	Date of issue of the scheme brochure	As mentioned in the portal – www.tenderwizard.com/CGEWHO
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the portal – www.tenderwizard.com/CGEWHO
3.	Date of Opening of Bids	As mentioned in the portal – www.tenderwizard.com/CGEWHO
4.	Contact person, (Address and phone nos.) of the Authority's Office	<p>Sh. Roshan Kishore [MOBILE NO 95600 22232] Central Govt Employees Welfare Housing Organisation [CGEWHO] (GOI) Head Office : 6th FLOOR, 'A' WING JANPATH BHAWAN, JANPATH NEW DELHI 110 001 Sh. Raj Kumar Bhatia [MOBILE NO 70422 80555] Project Office : Plot No.7, Sector-P4, Kendriya Vihar, P.O. Gujinder Vihar, Greater Noida, Uttar Pradesh 201315</p> <p>Email: cgewho@nic.in Phone No: +91-011- 23327012/ 23322192 Website: www.cgewho.in</p>
5.	Allotment method for the scheme	Through e-Auction
6.	Availability of scheme brochure (CGEWHO)	At CGEWHO's official website - www.cgewho.in Alternatively www.tenderwizard.com/CGEWHO
7.	Cost of E-Brochure	Nil
8.	E-Auction facilitation /processing Fee	E-auction facilitation charges will be paid by successful H1 bidder to the e-auctioning agency engaged by CGEWHO for Nursery School, Shops & Dwelling Units (Flats) @0.5% of bid value including GST within 3 days through online mode to M/s Tenderwizard.
9.	Earnest Money Deposit	10% of Reserve Price with non-refundable e-auction processing charges of 0.5%. Further, details given in Scheme Brochure.
10.	Allotment Money	Allotment Letter will be issued within 30 days of last date of e auction.
11.	Payment options	<p>Firstly 10% of reserve price has to be paid through e-payment services as EMD (Earnest Money Deposit) on E-auction portal www.tenderwizard.com/CGEWHO with 0.5% non-refundable e-auction processing fees for M/s Tenderwizard.</p> <p>Option 1: If Bidder pays the whole amount of "Bidded price + IFMS (@1.5% of bidded price) – (less) EMD" within 45 days from the date of Allotment letter, Rebate @ 5% shall be allowed on bidded price.</p> <p>Option 2:</p> <ol style="list-style-type: none"> i. 30% of Bidded price – (less) EMD with in 60 days. ii. 70% of Bidded price + IFMS @ 1.5% of Bidded price, within 120 days from the date of Allotment letter. <p>Note: In option 2, Bidder will not be entitled to claim any Rebate.</p>
12.	Mortgage permission fee	On request of allottee/successful bidder Permission to Mortgage shall be issued
13.	Transfer	Transfer of Property may be allowed by the CGEWHO after the sub-lease is executed
14.	Period of lease	31/07/2100
15.	Location charges	Not Applicable
16.	One time Lease Rent	Bidders may Quote price inclusive of one time Lease Rent already paid by CGEWHO.
17.	Reserve Price	Reserve price of Property under e-auction is given in the Scheme Brochure.



1.1 Definitions:

The key definitions for the purpose of this scheme document are as follows:

- a. **Authority/Principal Lessor:** means the Greater Noida Industrial Development Authority (GNIDA).
- b. **Authorised Bank:** implies the bank *or banks* that *have* been identified by the CGEWHO.
- c. **Allotment Letter:** *shall mean the* Letter issued by the CGEWHO to the allottee/successful bidder confirming the allotment of the *Nursery School/Shops* under a particular scheme for which application/bid was submitted.
- d. **Allotment Money:** is the amount as prescribed in the scheme brochure and is expected to be deposited by the allottee/successful bidder within the given time period.
- e. **Allottee:** is the person whose application for allotment has been approved by the competent officer.
- f. **Allotment Committee:** is a Committee constituted by CGEWHO for opening/reviewing the bids/applications received for allotment under the advertised scheme.
- g. **Applicant/Bidder:** is the person/entity who has submitted response to this tender document.
- h. **Building Bye-laws/Regulations:** as notified by the Authority for development of land and construction of buildings.
- i. **Contract:** means the contract signed by the Parties and all the attached documents which includes General Conditions (GC), and the Appendices.
- j. **Consortium:** refers to the group of entities (not exceeding 5) jointly submitting the proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- k. **Day:** means calendar day
- l. **Functional Certificate:** refers to the certificate issued by the authority (GNIDA) to declare the unit as functional/operational.
- m. **Lead Member:** means where the applicant is a Consortium and the particular Consortium Member having at least 30% stake in the Consortium, meeting the eligibility criteria, either by itself or through one of its Affiliate and designated as the "Lead Member" of such Consortium by all the Consortium Members.
- n. **Principal Lease Deed:** is the Deed of Lease made and executed between the Greater Noida Industrial Development Authority (referred to as the Principal Lessor) and Central Government Employees Welfare Housing Organization (referred to as the Principal Lessee/Assignor) whereby the Principal Lessor in consideration of a lease premium and lease rent has transferred conveyed demised and leased the Project Land in favour of the Principal Lessee for a specified period of time on such terms, conditions and covenants to be observed and followed by the Principal Lessee or such person or persons claiming right or title or interest under the Principal Lessee however subject to the Principal Lessor continues to retain the reversionary rights as morefully mentioned and described in the said Principal Lease.
- o. **Lease Deed and/or Deed of Assignment of Lease:** is a contractual agreement by which Principal Lessee and/or Assignor transfers and conveys the residual leasehold interest acquired under the said Principal Lease and attributable to the *Nursery School/Shops* in favour of the allottee/assignor, subject to various terms and conditions, in consideration of a lease premium and lease rent however subject to the Principal Lessor continues to retain the reversionary rights as morefully mentioned and described in the said Principal Lease.
- p. **Principal Lessee and/or Assignor** shall mean and refer to CGEWHO.
- q. **Occupancy Certificate:** refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations.

- r. **Reserve Price:** is the minimum price as determined by the CGEWHO for this scheme/property and would act as the base price at which the bidding starts.
- s. **Total Premium of the Nursery School/Shops/Flats:** is the total amount payable to the CGEWHO as per the quoted bid-price.
- t. **Authorized Signatory:** Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement [in case of company or trust or society].
- u. **Tenderwizard:** A service provider to develop and customize the software and facilitate the process of e-auctioning [www.tenderwizard.com/CGEWHO] on application service provider model. Successful H1 bidder for each *Nursery School/Shops* required to pay @0.5% of bid value including GST within 3 days through online mode to M/s Tenderwizard.

1.2 (i) Eligibility Criteria for Commercial Inventories

- a. Any person having Indian Citizenship, trust, firm, HUF, company or registered co-operative society may submit bid for *Nursery School/Shops*.
- b. In case of application on behalf of an individual he/she is required to submit self attested copy of Aadhar card, PAN card etc.
- c. A separate application shall be required to be submitted for *Nursery School/Shops*.
- d. The applicant should be competent to submit the tender and enter into contract i.e above 18 years of Age.

(ii) Eligibility Criteria for Dwelling Units (Flats)

- a. **PRIORITY-I**
- i. Central Government Employees: Serving or retired Govt. employees who are covered by the above definition will be eligible.
- ii. Spouses of the deceased employees: Spouses of the deceased Central Government employees or deceased retired employees would be eligible, if the deceased employees would have qualified by criteria 3 (i) above.
- iii. Employees of the CGEWHO, with a minimum of one year of service, will be eligible.

1.3 How to apply & Acceptance of Bid

- a. Interested parties will need to register and obtain user ID and password on the portal separately against each property for participation in the e-auction through online payment on or before the date (that is the last date of payment) as mentioned in CGEWHO's e-auction portal. Any payments received against a bid, after the date specified as the last date of payment mentioned in the CGEWHO's e-auction portal, such bids and/or applications for the purpose of the present e-auction shall be considered as invalid, void and/or cancelled and such payments received by CGEWHO would stand forfeited.
- b. It will be the sole and absolute responsibility of the bidder/participant to obtain a compatible computer terminal with internet connection to enable him/her to participate in e-bidding process. Ensuring internet connectivity at the bidder's end shall be the sole and absolute responsibility of the bidder. Any request/complaint regarding the connectivity of internet at the bidder's end will not be entertained in any form and shall not be the basis of cancellation of the bidding process.
- c. The CGEWHO may without assigning any reason withdraw any or all the sites from the e-auction portal at any stage and is not bound to accept the highest bid or all bids even if they are above the reserve price.
- d. CGEWHO reserves the right to accept or reject any or all the bids or cancel/postpone the e-auction without assigning any reason whatsoever.
- e. Bidding will not be permissible below the reserve price.

- f. If the bidding continues till the last 10 minutes of the scheduled/extended closing time of auction, in such case, the bidding time shall be automatically extended for further 10 minutes from the last Bid.
- g. After registration by the allottee in the portal for the purpose of e-auction, the bidder shall proceed for login by using the registered User ID and Password. The bidder shall proceed to select the event he is interested in participating. The bidder would have to make payment of registration fee; EMD and non-refundable e-auction processing charges @0.5% through e payment gateway.
- h. Incomplete bid documents will not be considered as a valid bid and/or offer for the purpose of the e-auction and infact the same shall be deemed as cancelled and/or terminated.
- i. The bidder/applicant cannot withdraw the offer/ bid once made.
- j. After verification of related documents uploaded by the highest bidder/applicant, allotment letter to the successful highest Bidder/Applicant will be issued by CGEWHO within thirty (30) days of the closure of auction.
- k. Portal for e-auction www.tenderwizard.com/CGEWHO can also be accessed through a link at TENDER SECTION of CGEWHO's website www.cgewho.in
- l. Customer Care for technical support on registration, deposit of fees, e-auction etc. Phone: **Shri Mayank 08800115628 email: mayank.s@etenderwizard.com**, **Mr Arijeet – 8800445981 email: arijeet@etenderwizard.com** & **Mr Rahul Kumar Singh- 8800107755 email: rahulkumar880@etenderwizard.com**
- m. For further inquiries contact: Office of the CGEWHO, 6TH FLOOR, A WING, JANPATH BHAWAN, NEW DELHI - 110 001 between **10.00 A.M. to 05.00 P.M.** Phone No. **9560022232 (Sh. Roshan Kishore) & 7042280555 (Sh. Raj Kumar Bhatia).**
- n. The CGEWHO may withdraw the scheme for action of Shops/Nursery School/Flats without assigning any reason during the period of e-Auction.
- o. The CGEWHO may accept or reject any offer, including the highest bid or cancel the scheme, and its decision in this regard shall be final and binding on the bidders/applicants.
- p. There will be no correspondence on issues/grounds raised in Disqualified Bids.

1.4 Language and Currency

- a. The document and all related correspondence for this scheme shall be in English language. The currency for the purpose of this scheme shall be Indian National Rupee (INR).

1.5 Applicant's responsibility

- a. It is deemed that before submitting the application, the Applicant has made complete and careful examination of the following:
- The eligibility criteria and other information/requirements, as set forth in the Brochure
 - All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.
- b. CGEWHO shall not be held liable or made responsible for any act of mistake or error or negligence committed by the Applicant.

1.6 Documents required with Application Form

- a. Documents as per section 1.2, duly signed by the applicant on each page, should be enclosed with the application form for registration.

1.7 Extension of time limit for deposit of Allotment money

- a. The Allottee shall be liable to make payment of such amount within such timeline as specified and mentioned in the said letter of allotment. BE IT MENTIONED HERE that no extension of time period will be allowed for the deposit of allotment money for any reason whatsoever. In case of default in payment such allotment money within the specified timeline, the letter of allotment will

be deemed as cancelled, terminated and/or determined and the earnest money as paid will be forfeited by the CGEWHO.



1.8 Payment Options & Schedule for Commercial Inventories

Payment Options & Schedule

Option 1: If Bidder pays the whole amount of "Bidded price + IFMS @ 1.5% of Bidded price – (less) EMD" within 45 days from the date of Allotment letter, Rebate @ 5% shall be allowed on bidded price. The possession of the Shops/Nursery School shall be handed over within 150 days from the date of Allotment letter provided all due amounts has been paid. The Deed of Assignment of Lease and/or Conveyance shall be executed in favour of the allottee subject to payment of the requisite stamp duty, registration fees and other incidental charges. **THE PHYSICAL POSSESSION WILL BE OFFERED, THEREAFTER.**

Note: In case of Bidder opted option 1 and does not pay the entire "Bidded price + 1.5% IFMS – (less) EMD" within 45 days from the date of Allotment letter, the option 2 will apply automatically and no rebate will be allowed. Further, the consequences of default in due payment, shall be applied in line with Option 2.

Option 2:

- i. 30% of Bidded price – (less) EMD, shall be paid within 60 days from the Allotment letter.
- ii. 70% of Bidded price + IFMS @ 1.5% of Bidded price, shall be paid within 120 days from the date of Allotment letter. However, in this option, Allottee will not be entitled to claim any rebate. The possession of the Shops/Nursery School shall be handed over within 150 days from the date of issuance of the letter of allotment provided always all amounts as payable under the letter of allotment has been duly paid and the Deed of Assignment of Lease and/or Conveyance shall be executed in favour of the allottee subject to the Allottee making payment of the requisite stamp duty, registration fees and other incidental charges. **THE PHYSICAL POSSESSION WILL BE OFFERED, THEREAFTER.**

Note: In the option 2, Bidder will not be entitled to claim any Rebate.

- a. The OC has been received Shops/ Nursery School construction is in progress in the meantime and the possession of the said Shops/ Nursery School shall be delivered in favour of the respective Allottees within 120 days to 150 days from the date of the letter of allotment subject to the concerned Allottee making all requisite payments that shall be due and payable in terms of the said letter of allotment.
- b. **Other Conditions:**
 - i. The bidder has to give his option for the payment plan (**OPTION 1 OR OPTION 2**) along with the bid.
 - ii. Payments in favour of CGEWHO can be made with any of the listed banks either by "Demand Drafts" or through Online Payment Gateway system.
 - iii. **The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned Sub - Registrar, Gautam Budh Nagar) for execution of the Lease Deed.**
 - iv. After depositing the installment with the designated scheduled bank, the Allottee shall intimate the same to CGEWHO through a written intimation along with the copy of RTGS/NEFT of amount deposited or through an email.
 - v. In case of default in making payment of installment money, the Allottee would be required to pay additional simple interest at a rate 10% p.a. for the defaulted period.
 - vi. In cases of default in payment option No. 2 of the second and final installment, the allotment may be cancelled by the CGEWHO in its sole and absolute discretion subject to deduction of 15 percent of the total amount received so far in consonance with the payment plan as described in the letter of allotment and return the balance amount in favour of the Allottee, subject to termination and/or cancellation of the letter of allotment. However at the sole and absolute discretion of CGEWHO, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO, CGEWHO for which Allottee shall pay default interest at a rate determined by the CEO, CGEWHO for the entire period of default.

- vii. The payment made by the Allottee will first be adjusted towards the additional interest & interest due, if any and thereafter the balance amount will be adjusted towards the premium due.
- viii. In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee shall be bound to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

1.9 Change in the name of Applicant

- a. Change in name of applicant shall not be allowed for individual applicants. In case of a Company/Firm applicants may change their name as per the provisions of the Companies Act and Partnership Act respectively. This change would be subject to policy of CGEWHO and payment of charges as decided by the Competent Authority.

1.10 Unsuccessful Applicants

- a. The earnest money of unsuccessful applicants shall be returned to them without interest & e-auction processing fees.

Section II: General terms and conditions

2.1 Principal Lease Deed & Subsequent Documentations

- a. The right title and interest of the Project Land is vested in the Greater Noida Industrial Development Authority and by a Deed of Lease dated 16.07.2010 (hereinafter referred to as the said **Principal Lease Deed**), the Greater Noida Industrial Development Authority demised conveyed and leased all that the said Project Land unto and in favour of the said CGEWHO for a period of 90 years commencing from 16.07.2010 and coming to an end with the efflux of time on 31.07.2100 subject to payment of lease rent and together with a right to renew the lease for a further tenure of 90 years or more on such other terms and conditions morefully mentioned and recorded therein.
- b. Thus CGEWHO pursuant to acquiring leasehold interest in the said Project Land formulated the scheme for commercially exploiting the said Project Land by developing and/or constructing several buildings and/or structures for commercial purposes which would comprise of various areas dedicated for shopping arcades comprising of various shop and office s and independent buildings for nursery schools and independent buildings for Shops and each of such units and/or buildings are constructed upon the said Project Land in a manner which are capable of being held and enjoyed independent of each other.
- c. Under the provisions of the said Principal Lease Deed, CGEWHO is entitled to sublet, sublease, assign, transfer and/or convey the leasehold interest in the said Shops/ Nursery School constructed on the Project Land in favour of the Allottees. Accordingly CGEWHO pursuant to causing completion of construction and on or before delivering of possession of the said Shops/ Nursery School subject to the allottee having made all outstanding payments according to the payment plan more fully mentioned and described in the letter of allotment, shall execute and register the Deed of Assignment of Lease in favour of the intending allottee.

2.2 Execution of Deed of Assignment of Lease

- a. CGEWHO shall cause the execution and registration of the Deed of Assignment of Lease in favour of the Allottee subject to the Allottee having paid all amounts due and payable in consonance with the payment plan morefully and particularly mentioned in the letter of allotment.
- b. The Allottee will be required to execute the Deed of Assignment of Lease of the Shops/ Nursery School within thirty days from the date of issue of check list which shall be issued soon after the acknowledgement of full and final payment of all dues in accordance with the payment plan opted by the Allottee/Assignee. In cases of default in payment option No. 2 of the second and final installment, the allotment may be cancelled by the CGEWHO in its sole and absolute discretion subject to deduction 15% percent of the total amount of the bid consonance with the payment plan as described in the letter of allotment and return the balance amount in favour of the Allottee, subject to termination and/or cancellation of the letter of allotment. However at the sole and absolute discretion of CGEWHO, in exceptional circumstances an extension of time for

payment of installment may be granted by the CEO, CGEWHO for which Allottee shall pay default interest at a rate determined by the CEO, CGEWHO for the entire period of default.

- c. However, in exceptional circumstances, the extension of time for the execution of the Deed of Assignment of Lease and taking over possession may be permitted as per the prevailing policy of CGEWHO at the time of submission of extension request letter by the Allottee and after payment of prescribed fees/charges. The current extension charges of CGEWHO for reference of the Applicant are as follows:

SL. No.	Period of Delay	Description of Penal Interest
1.	First 6 Months	1% of the total lease premium of the Shops/ Nursery School.
2.	Second 6 Months	Additional 2% of the total lease premium of the Shops/ Nursery School.
3.	Third 6 Months	Additional 4% of the total lease premium of the Shops/ Nursery School.
4.	Fourth 6 Months	Additional 8% of the total lease premium of the Shops/ Nursery School.
5.	After that	Additional 2% of total lease premium of the Shops/ Nursery School per month for a maximum of one (1) year therefore, the maximum extension given will be three (3) years. After this period the allotment would stand cancelled.

- d. **Documentation charges:** All cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will be liable to pay the requisite stamp duty levied on such transfer or assignment of leasehold interest in a immovable property or any other duty or charge that may be levied by such competent authority empowered in this behalf.
- e. **Period of Lease:** The lease is for a period of 90 (Ninty) years, commencing from the 16th day of July 2010 (hereinafter referred to as the **Commencement Date**) and the lease shall come to an end with the efflux of time on or about the 31st day of July 2100 (hereinafter referred to as the **Term/Tenure**).

2.3 Lease Rent

Bidder may Quote price inclusive of one time Lease rent already paid by CGEWHO.

2.4 Possession of the Shops/ Nursery School

- a. Possession of the allotted Shops/ Nursery School will be handed over to the Allottee subject to the Allottee having made all payments in full and final towards the amount outstanding on account of total lease premium and such other deposits and charges morefully mentioned in the letter of allotment, **after the execution of the Deed of Assignment of Lease.**
- b. On the date of execution of the *Deed of Assignment of Lease* there should be no outstanding amount payable to the CGEWHO whether on account of installment towards the lease premium or any account head whatsoever.
- c. For the purpose of payment of other statutory or scheme compliance, possession shall be deemed from the due date of execution of Deed of Assignment of Lease and not more than 60 days from the issuance of checklist. In case possession is not taken by Allottee within 30 days of execution of Deed of Assignment of Lease then a charge of INR10 per Sqm per day shall be payable by the Allottee/Assignee.

2.5 Variation in actual area of allotted Shops/ Nursery School

- a. The area of the Shops/ Nursery School stated in the brochure is approximate, the bidder whose bid is accepted, shall have to accept any variation, up to 10% either ways i.e. plus or minus, in the area of the Shops/ Nursery School, for which the bid has been offered. For the purpose of

determination of the lease premium of the Shops/ Nursery School will accordingly be calculated for exact actual area due to such variation in the area.



2.6 Basis of Transfer 'As is where is'

- a. The Shops/ Nursery School are offered for allotment on "as is where is basis" for the said term/tenure of lease expiring with the efflux of time on or about 31st July 2100 and starting from the commencement date simultaneously with execution and registration of the Deed of Assignment of Lease. On or before submission of the bid, the Allottee shall be responsible for causing appropriate due diligence and also causing necessary physical inspection of the property upto its fullest satisfaction. No claim whatsoever will be admissible on account of physical status of the land of the Shops/ Nursery School offered for allotments.

2.7 Maintenance of the Shops/ Nursery School

- a. Each allottee will pay a sum equal to 1.5% of the aggregate of the total price [i.e. Bidded Price] payable in advance of the Shops/ Nursery, at the time of final instalment, towards Interest Free Maintenance Fund to cover major capital works, unexpected emergencies and long-term repair costs outside the normal scope of the annual maintenance budget.
- b. The allottee(s) of Shops/Nursery School shall become member of the association formed out of owner(s)/allottee(s) of Kendriya Vihar Complex and will abide by the rules and regulations of the association who will administer the colony, to look after its maintenance, attend to common amenities/facilities and provide guidelines for civic standards.
- c. In addition to the price of the unit, the highest bidder/allottee shall pay maintenance charge for the price allotted/purchased by him/her at such final rate as may be determined and communicated with effect from the date of taking over possession. The amount of maintenance charges is payable in advance for each year and bidder is required to submit proof of payment of maintenance charges at the beginning of the year.
- d. In case of non-compliance of these terms or conditions and any other directions of CGEWHO, CGEWHO shall have the right to impose such penalty as it may consider just and/or proper.

2.8 Mortgage

- a. Mortgage permission may be allowed by the CGEWHO as per the prevailing policy of the CGEWHO at the time of submission of Mortgage permission request letter by the Allottee/Assignee and after payment of prescribed fees/charges.

2.9 Misuse, Additions, Alterations, etc.

- a. The Allottee shall not use the Shops/Nursery School for any purpose other than that for which it has been allotted/leased. In case of any violation or breach of the above conditions, the lease and/or assignment shall become liable to be determined, terminated and/or cancelled by CGEWHO and CGEWHO shall be entitled to initiate appropriate proceedings causing cancellation of the assignment of lease and repossess the said Shops/Nursery School and all such amounts paid by the Allottee by way of **lease premium (bidded price)** or such deposits and maintenance charges would stand forfeited.
- b. The Allottee/Assignee will not be entitled to make any structural alteration or additions to the said Shops/Nursery School or erect or permit to be erected any structure on the said Shops/Nursery School without the prior written permission of the CGEWHO and in case of any deviation or breach of such terms of the sanctioned plan in that event such Allottee/Assignee on receipt of notice shall become liable to rectify or correct such breach by restoring the structure in consonance with the sanctioned plan. In the event if the breach continues and the Allottee/Assignee fails to cure the same, in that event the Assignor/CGEWHO shall be entitled to terminate the lease and repossess the said Shops/Nursery School and upon such termination all amounts received by way of **lease premium (bidded price)** would stand forfeited in favour of CGEWHO.

2.10 Indemnity

- a. Assignee/Allottee hereby undertakes to indemnify and hold harmless the CGEWHO/Assignor, its officials, employees, personnel, directors, representatives, against any costs, claims, demands, penalties, losses or damages whatsoever that may be occasioned as a result of breach of the terms and conditions, warranties, covenants and obligations contained in the Deed of Assignment of Lease by the Assignee/Allottee. Without affecting the generality of the above, all

liability for loss to third parties caused by the activities of the Assignee on the said Shops/Nursery School or in relation to this Deed of Assignment of Lease shall be the responsibility of the Assignee/Allottee and the CGEWHO/Assignor shall have no liability whatsoever in this regard. The Assignee/Allottee agrees to indemnify and keep indemnified saved and harmless the said CGEWHO/Assignor from all actions, losses, claims, damages or any other like nature the CGEWHO/Assignor may suffer from claims filed against the CGEWHO/Assignor by such third parties arising out of loss caused to such third party due to the commercial activities carried out by the Assignee/Allottee on the Shops/Nursery School and/ or in relation to the Deed of Assignment of Lease.

2.11 Liability to Pay Taxes

- a. The Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the GNIDA or any other organization empowered in this behalf, in respect of the Shops/Nursery School whether such charges are imposed on the Shops/Nursery School or on the building constructed thereon, from time to time, which becomes payable subsequent for allotment.

2.12 Overriding Power over Dormant Properties

- a. CGEWHO reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the Shops/Nursery School and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Shops/Nursery School or for the structure time being standing thereon, provided that, the CGEWHO shall make reasonable compensation to the Allottee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of CGEWHO on the amount of such compensation will be final and binding on the Applicant.

2.13 Consequences of Misrepresentation

- a. If the allotment is found to be obtained on the basis of any act of misrepresentation, concealment, suppression of any material facts by the Applicant/ Allottee, in that event such allotment of Shops/Nursery School shall become liable to be cancelled and/or terminated and if such revelation of the act of misrepresentation, concealment or suppression comes to the notice of CGEWHO after registration of the Deed of Assignment of Lease, in that event such lease shall become liable to be cancelled and/or terminated and/or determined and CGEWHO shall become entitled to repossess such Shops/Nursery School, as the case may be and in addition thereto the entire consideration money deposited by the Allottee/Assignee in terms with the letter of allotment, shall be forfeited and the Allottee/Assignee shall become liable to be prosecuted for such illegal act of misrepresentation, concealment, suppression of material facts.

2.14 Cancellation of Deed of Assignment of Lease

- a. In addition to the other specific clauses relating to cancellation/determination, CGEWHO, will be free to exercise its right of cancellation/ determination of the allotment/ the Deed of Assignment of Lease of Shops/Nursery School in the following circumstances:-
 - i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
 - ii. Any violation or breach of the directions issued or of the rules and regulations framed by CGEWHO or by any other statutory body or authority.
 - iii. In case of default on the part of the Applicant/ Allottee or any breach/violation of the terms and conditions of the bid, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues.
- b. If the allotment is cancelled on the grounds mentioned in Clause 2.14 (a) (i) above, the entire amount deposited by the Bidder/Allottee/Assignee till the date of cancellation/determination, shall be forfeited by CGEWHO and the Allottee/Assignee as a penal consequence will not be entitled to claim and refund whatsoever of such amounts paid or deposited with CGEWHO in respect of such allotment.
- c. If the allotment is cancelled on the grounds mentioned in Clause 2.14 (a) (iii) above, 30% of the total premium or total premium deposited (whichever is less) extension charges shall be forfeited in favour of CGEWHO. Balance amount, if any, after forfeiting the amount as indicated

above, will be refunded without interest and no separate notice shall be given in this regard. Possession of the Shops/Nursery School, along with the structures, if any, thereon, shall be resumed in favour of CGEWHO and the Allottee/Assignee shall not be entitled to claim any compensation for the same.

- c. After forfeiture of the amount as stated above, possession of the Shops/Nursery School will be resumed by CGEWHO, and the Applicant/Allottee will have no right to claim any compensation thereon.

2.15 Letter of Allotment

The letter of allotment as defined hereinbefore is a letter issued by CGEWHO in favour of an applicant or a bidder recording the fact of confirmation of an allotment of a Shops/Nursery School under the particular scheme in which the applicant or bidder has applied. BE IT MENTIONED HERE that such letter of allotment is merely an expression of interest and the same does not go on to create any right or title or interest whatsoever in favour of the Allottee in respect of such Shops/Nursery School UNLESS EXCEPT when the Parties have acted in compliance of all the terms and conditions as recorded in the said letter of allotment that is such right shall only be deemed to have been created subject to fulfillment of all the terms and conditions contained in the letter of allotment. BE IT NOTED here that non-fulfillment of a single term or condition may render or lead to the termination or cancellation of the said letter of allotment without any right being created in favour of the Allottee in relation to the said Shops/Nursery School save and except, if at all, any right that is created shall only be limited to refund of such amount or amounts paid by the Allottee in terms of the said letter of allotment.

2.16 Functional

- a. The Allottee/Assignee shall have to obtain functional certificate from the CGEWHO within six months from the due date of issue of checklist.
- b. The Allottee/Assignee shall have to make the Shops/Nursery School functional certificate within the period as stipulated herein. Any two of the following documents would be required in proof of Shops/Nursery School become functional.
 1. Electric Meter Sealing Certificate and Electricity Consumption Bill.
 2. Telephone Bill/Demand note payment certificate by Telephone agency.
 3. Trade Tax Registration Certificate.
 4. Shops/Nursery School Establishment Registration Certificate.

Out of the above documents, certified copies of Electric Meter Sealing Certificate issued by concerned Electricity Department and electric consumption bills are compulsory for declaring a commercial unit functional. Date of issue of Electric Meter Sealing Certificate/ Trade Tax Certificate/ Registration Certificate of Establishment Act, whichever is earlier, shall be considered the date of functional of a Shops/Nursery School. An Affidavit duly notarized on a stamp paper of Rs. 10/- declaring the date of Shops/Nursery School functional (in original) is also compulsory.

- c. In case of failure to comply with the above-mentioned condition, the allotment/lease shall be liable to be cancelled and the amount deposited till the date of cancellation shall be forfeited in favour of the CGEWHO and the Allottee shall have no right to claim compensation thereof.
- d. Applicants who do not have a firm commitment to make the allotted Shops/Nursery School functional within the time limits prescribed above are advised not to avail the allotment.

2.17 Other Clauses

- a. The CGEWHO reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee in the public interest.
- b. If due force majeure /unavoidable circumstances the possession of Shops/Nursery School is not handed over to the allottee, the full amount deposited by the Allottee would be refunded along with the simple interest @ 4%per annum for the period of deposit exceeding one year.

- c. If due to force majeure/unavoidable circumstances, the CGEWHO is unable to allot the Shops/Nursery School, the earnest money deposited by applicant would be refunded. However, no interest on the deposits will be paid to the applicant.
- d. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government of Uttar Pradesh, the Allottee/ Assignee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Assignee and his / her / their successor.
- e. CGEWHO will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- f. The Allottee and his/her/their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- g. Any dispute between the Principal Lessor/GNIDA and/or the Assignor/CGEWHO and/or the Allottee/Assignee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.
- h. The allotment and subsequent transfer shall have to be accepted by the Allottee/Assignee on '**as is where is basis**'. The Allottee is advised to visit the site before submission of application form/interview for allotment.
- i. Provisions related to the fire safety, environmental clearance, NGT directives shall be maintained by the Allottee/ or its association.
- j. For all disputes on any issue pertaining to allotment/lease, the jurisdiction of disputes will be the District Court, Gautam Budh Nagar/Delhi and/or the High Court of Judicature at Delhi.
- k. The Allottee will not be entitled to assign transfer or create a third party right on the letter of allotment issued in its favour until such time the final Deed of Assignment of Lease is executed or registered, failing which as a penal consequence CGEWHO shall be entitled to forfeit all amount or amounts deposited in terms of the said Letter of Allotment.
- l. CGEWHO in larger public interest has the Authority to take back the possession of the land/building by making payment at the prevailing rate after giving the Allottee/Assignee an opportunity of being heard. However, the decision of the CEO of CGEWHO shall be final and binding on the Allottee/ Assignee.
- m. The terms and conditions as mentioned in the present brochure shall supersede and merge into the letter of allotment and subsequent to the execution and registration of the Deed of Assignment of Lease all the terms and conditions of the brochure and the letter of allotment shall stand superseded and merged into the Deed of Assignment of Lease and the Deed of Assignment of Lease shall prevail over all the previous documents executed.

Annexures – Technical forms



Application form

3.1

[To be forwarded to CGEWHO HO in original in case of bidder become HI]

Form SI.No.

To, The Chief Executive Officer, Central Govt Employees Welfare Housing Organisation [CGEWHO] 6 th Floor, 'A' Wing, JANPATH BHAWAN, <u>New Delhi-110 001</u>		SELF-ATTESTED PHOTOGRAPH
---	--	-----------------------------

Subject: Application for allotment of

(insert the Shops/Nursery School)

Dear Sir / Madam,

I/We hereby submit my/our application form for allotment of _____

(Shops/Nursery) to establish _____

_____ on an area of _____ Sq.mt.

I/We hereby agree to pay allotment money / installments etc. as per payment plan and Rates/premium of allotment hereinafter mentioned in the Data Sheet and General Terms and Conditions.

I/We are enclosing herewith the following documents:

a) I/We, Shri/Smt./Ms. _____ S/o/D/o
_____ is signing as (status) an individual
or Rep of the Company [~~strike out whichever is not applicable~~] for and on behalf M/s
_____ (Name of the Applicant)
constituted/registered under _____ (please
mention Act of Government of India / State Government). Certificate of authorization
in favor of undersigned in enclosed.

b) This entire document, including all terms and conditions is enclosed herewith which will be duly signed by the authorized signatory upon submission as acceptance of the terms and conditions of the allotment.



c) I or my organization will pay the e-auction processing charges @0.5% of bid value including GST within 3 days through online mode to M/s Tenderwizd. [[www.tenderwizd.com/ CGEWHO](http://www.tenderwizd.com/CGEWHO)], in case of becoming successful H1 bidder.

d) Refund Account Details (For the purpose of refund or earnest money of unsuccessful applicants) Name of Bank & Branch _____

Original form will be duly filled and signed by the applicant and submitted along with a self-attested photocopy of the complete document.

Bank Account No. _____

IFSC Code: _____

Date _____

Address of Applicant

Phone : _____

E_mail : _____

Signature of Applicant or Authorized signatory

[in case of company or trust or society]

Stamp of with name & designation

[in case of company or trust or society]

(To be submitted in original after bidder become H1)

NB : Applicant may also opt to enclose a cancelled cheque details of which is filed in above for refund.



(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Applicant or by Each Member in case of Consortium).

Ref.: Application of _____ *(insert the type of Shops/Nursery School with Floor to be allotted)* **Shops/Nursery School in Kendriya Vihar Greater Noida.**

1. I, the undersigned, do hereby certify that all the statement made in our Application, including in various Annexure(s) & Format(s), are true and correct and nothing has been concealed.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by CGEWHO to verify this statement or regarding my (our) competence and general reputation.

Signature of applicant or
Authorised signatory

[in case of company or trust or society]

Stamp of with name and designation

[in case of company or trust or society]

(To be forwarded to CGEWHO HO in original after bidder become H1)

E-Auction CGEWHO NEW DELHI