



SURAT URBAN DEVELOPMENT AUTHORITY(SUDA)
Suda Bhavan, Opp Agam Arcade, Vesu-Abhva Road, Vesu,
Surat 395007, Gujarat, INDIA



An opportunity to be in Suart-Gujarat

Land Details (in tabular format)

Duration for registration of the Bid and payment of EMD and Tender fee		Dt. 03.06.2021 to Dt. 01.07.2021				
Tender fees (Non refundable)		Tender fee For each bid is 10,000/- Rs.				
Plot No	Details of Plots (Residential)	Area of Plots In Sq.mt	Upset-Price Per Sq.mt	Up-set price Rs.	EMD in Rs.	Date of auction
4	Residential plot in Sachin Sector-2, Plot no.4	950	21,654/-	2,05,71,300/-	20,57,130/-	Auction starts at 11.00 hrs on Dt. 08.07.2021 Auction ends at 12.00 hrs on Dt. 08.07.2021
7	Residential plot in Sachin Sector-2, Plot no.7	930	21,654/-	2,01,38,220/-	20,13,822/-	Auction starts at 12.00 hrs on Dt. 08.07.2021 Auction ends at 13.00 hrs on Dt. 08.07.2021

- For further information about registration and participation please read details on (n)code web site <https://e-auction.nprocure.com> or mail on nprocure@ncode.in or call on toll free number **7359021663**.
- Timelines, notifications, updates and other details for the e-auction process are available on the website of www.sudaonline.org
- 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 sudaonline1978@gmail.com latest by 24th June 2021. 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 any changes or amendment in auction procedure and timelines, it will be published on SUDA web site www.sudaonline.org and (n) code web site <https://e-auction.nprocure.com> for bidder acknowledgement.**
- **The bidders are requested to check the SUDA web site and (n) code website periodically during the auction process.**

**Chief Executive Authority
Surat Urban Development Authority
Surat**

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 SUDA 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 SUDA 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 SUDA 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 SUDA, 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. SUDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SUDA, 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.

SUDA 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.

SUDA 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 SUDA is bound to select or to appoint the Preferred Bidder/ Applicant, as the case may be, for the plots and SUDA reserves the right to reject all or any of the Bids 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 SUDA 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 SUDA 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.

**DESCRIPTION OF AUCTION PROCESS / INSTRUCTION TO BIDDER/
APPLICANT/S**

1. SUDA has adopted online e-auction process for selection of Preferred Bidder/ applicant. The Bidder/ Applicant/s are required to submit their bids/ tender online on website. The bid/ proposal to be submitted by the Bidder/ applicant shall be in the form as prescribed in **Annexure-A** hereto.
2. The details of the plots are as under:

PLOT 1 (MOJE-_____, TP SCHEME NO-_____, FP NO-_____)

- a. **Size of Plot:** As per Annexure-C1;
- b. **Site:** Final Plot No-_____, Village:-_____, Taluka:-_____ and District:-_____, Gujarat, India;
- c. **Total Permissible Construction Area:** As per Annexure-C1;
- d. **Maximum Permissible Height of the Building:** As per Annexure-C1;
- e. **Minimum Amount of the Plot:** Up-set price for this plot is Rs._____/ - per sq.m. 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.m.; The price quoted by the Bidder/ Applicant/s below the minimum price of plot shall be rejected automatically.
- f. **Permissible Use of Plot:** Permissible uses are as per commercial Zone C1, except Residential uses. All uses are permissible as per Plot Size and Road Width. (As per CGDCR 2017)
- g. **Lease Period:** 99 years from the date of Order Of Allotment/ possession of the Plot;
- h. **Lease Rent:** Annual lease rent @ Rs.5/- per sq.m. of plot area in advance for a total period of 20 years, plus applicable Tax as per terms of the Lease Deed at time of final payment. For remaining lease period, the rent shall be paid on for before 10th January of each year in advance. In case of nonpayment penalty at the annual interest rate of 15% will be applicable.
- i. **Conditions for Lease and Development of Plot:** Certain terms and conditions for Lease and Development of Plot are described in Annexure-B hereto.

3. Earnest Money Deposit (“EMD” or “Bid Security”)

- a. A Bidder/ Applicant/s shall deposit, an EMD as mentioned in advertisement. 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 SUDA as non-responsive and applicant will not be entitled to participate in auction process.
 - b. 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 SUDA. Any less amount 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.
 - c. Save and except the tender fee, the EMD of unsuccessful Bidder/ Applicant/s will be returned by SUDA, 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.
 - d. The Preferred Bidder’s EMD will be adjusted with the final payment of the land towards consideration for purchase of plot. SUDA shall be entitled to forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation/ damages to SUDA in the event of default made by the Bidder/ Applicant/s.
 - e. If SUDA 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, SUDA will return the EMD and all the money paid by the Preferred Bidder, without interest, after 90 (Ninety) days to preferred bidder.
4. Any addendum issued subsequent to this document, but before the Due Date, will be deemed to form part of the bidding documents;
 5. 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.
 6. 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;
 7. 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 SUDA;
 - 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 SUDA 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 SUDA, or a ground for termination of the lease;
8. SUDA 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 thing 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 SUDA;
 9. SUDA 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 SUDA reserves the right to declare the next ranking Bidder/ Applicant/s as the Preferred Bidder; or take any such measure as may be deemed fit in the sole discretion of SUDA, including annulment of the auction process;
 10. SUDA 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 SUDA to undertake such verification shall not relieve the Bidder/ Applicant/s of its obligations or liabilities hereunder nor will it affect any rights of SUDA there under;
 11. 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.
 12. Notwithstanding anything contained in this RFP, SUDA 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 SUDA rejects or annuls all the Bids, it may, in its discretion, invite all Bidder/ Applicant/s to submit fresh bids hereunder.
 13. The Bidder/ Applicant/s shall provide all the information sought under this RFP. SUDA 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;
 14. All documents and other information supplied by SUDA or submitted by a Bidder/ Applicant/s to SUDA shall remain or become the property of SUDA. 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.

15. Save and except as provided in this RFP, SUDA shall not entertain any correspondence with any Bidder/ Applicant/s in relation to the acceptance or rejection of any Bid;
16. To facilitate evaluation of Bids, SUDA 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 SUDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing and must be provided online.
17. In submitting a proposal, Bidder/ Applicant/s understands that SUDA 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. SUDA 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, SUDA reserves the right to add or waive any requirements contained in this RFP at its sole discretion with regard to proposals submitted. SUDA decision on award of plot on lease to the Preferred Bidder/ Applicant/s shall be final and binding on all the Bidder/ Applicant/s;
18. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to SUDA 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 case of Preferred Bidder, if it fails to make payment within the specified time limit:
 - i. Failure to make payment of consideration in accordance with the payment schedule mentioned herein;
 - ii. To sign the Lease Deed in duplicate; or
 - iii. In case the Preferred Bidder having signed the Lease Deed commits any breach specified herein and/ or therein.
 - iv. In case, the source of the fund of preferred bidder was found illegal and/or terror funding .
19. Any information contained in the Bid shall not in any way be construed as binding on SUDA, 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;
20. If any information furnished by the Bidder/ Applicant/s is found to be incomplete, or contained in formats other than those specified herein, SUDA may, in its sole discretion, exclude such Bidder/ Applicant/s from auction;

21. Selection of Preferred Bidder

- a. The Bidder/ Applicant/s submitting highest amount for purchase of PLOT and lease of Plot over and above the minimum amount of plot mentioned herein shall be selected as the Preferred Bidder for the purpose of this RFP (the "Preferred Bidder")
- b. After Selection of the Preferred Bidder, a Letter of Intimation ("LOI") shall be issued by SUDA 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 SUDA 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;

- c. After acknowledgement of the OOA as aforesaid by the Preferred Bidder, it shall execute the Lease Deed within the period as may be prescribed. The Preferred Bidder shall not be entitled to seek any deviation in the Lease Deed.

22. General Conditions:

1. The bidder should pay the payments as below:

Sr. No.	Payment Details	Date/Duration
1	10% of the total amount	30 day from the "Letter of Intimation" ("LOI")
2	90% of the total amount	180 days from the date of "Letter of Intimation" ("LOI")

Table.1 Payment Schedule.

- i. Deposit 10% amount of the total consideration excluding EMD for purchase price of plot within 30 days of the "Letter of Intimation" ("LOI");
 - ii. The bid/tender shall be subject to confirmation by the committee 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 Authority, whether in cash or by a demand draft of a Nationalized Bank on or before the 30th day from the "Letter of Intimation" ("LOI"). Then after, the balance 90% amount of the total consideration for purchase price of PLOT within 180 days from the date of "Letter of Intimation" ("LOI").
 Provided that the authority may extend the last date of payment, where he is satisfied that sufficient reasons exists for doing so, up to a maximum of 180 days subject to payment of interest on the balanced amount @ 15% per annum.
 In such cases, the possession receipt and the physical possession of the land/ plot will be handed over to the Preferred Bidder/ Applicant/s by the SUDA after deposition of 100% amount.
 - iii. All other recurring payments of Lease Rent, Land Revenue etc. shall be paid by the lessee in advance as per the terms contained under the "Order Of Allotment" (OOA) before execution of the lease deed.
 - iv. After completion of all the aforesaid compliances, the physical possession of plot shall be handed over to the lessee by SUDA;
 - v. Upon receipt of all the payments and consideration as per the terms and conditions of this RFP and the OOA, the Preferred Bidder shall execute the Lease Deed (in the standard format of SUDA) with SUDA 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 SUDA;
2. If the bidder succeed in the auction and fails in paying the amount as per Sr. No.21(1) above, all amounts paid earlier by the bidder will be forfeited by the SUDA, without assuming any liability whatsoever the case may be.
3. Preferred Bidder shall 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.
 - (d) 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.
4. Auction should be governed by applicable laws of India and other laws applicable to the bidder in their territory.
5. 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, SUDA reserve the right for cancelling/ taking back the space/ plot including the forfeiture of the payment made from time to time.
6. For the purpose of allotment all terms, conditions and decisions of the SUDA or the competent authority will be final. In case any dispute arise for the process and condition of auction decision of the SUDA or the competent authority will be final.
7. SUDA or competent authority may stop or cancel the auction process at any time without any reasoning.
23. The plot shall be leased out to the Preferred Bidder as per the terms and conditions inter alia contained herein and the 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.
24. The leasehold rights over the plot land plot will be granted in accordance with the terms and conditions specified in the **Annexure-B**
25. 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.
26. SUDA, 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 SUDA 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
27. In case of any question or dispute during the auction process, the decision of competent authority (CEA SUDA) shall be final and binding to all the Applicant/s.
28. It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s agrees and releases SUDA, 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.
29. All the payments shall be in Indian Rupees only.
30. 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 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.

ANNEXURE-A

(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:

Surat Urban Development Authority (SUDA)
Suda Bhavan,
Opp. Aagam Arcade,
Vesu-Abhva Road,
Vesu, Surat-395007
Gujarat – India.

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 / partners	Present residential address of the director/partner	Business address	Type of director/ Partner

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 SUDA office.

8. Minimum Base Price per PLOT:-

Minimum Base Price: As per advertisement

During the auction, there will be increment of Rs.100/- per sq.m.

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

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

Registration Fee.	Rs.10000/- (INR Ten Thousand Only) by NEFT
Earnest money deposit (EMD)	As per advertisement
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 SUDA 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 SUDA.

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

Yours faithfully,

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

(Name of the Bidder/ Applicant/s)

Date:

Place:

ANNEXURE- B

TERMS AND CONDITIONS FOR LEASE AND DEVELOPMENT OF PLOT:-

1. In case of voluntary surrender by the lessee within one year of the deposition of the entire consideration amount, all amounts except EMD will be refunded. Subsequently, then after 20% of the total amount are forfeited on annual basis.
2. The size of the plot announced by authority as per the Form-“F”. The Preferred bidder shall have to accept variation up to 15% either way in the area of the plot. Allotment of the land will be given as per the area mentioned in the form-F/ advertisement. Applicant has to make payment on such area as per the offer/ bid price. The physical possession and the development will be given as per the form-F/ advertisement area.
3. The Lease Deed will be an agreement between SUDA and the selected lessee and should be done within 6(Six) month of the Letter of Possession of plot. The original deed shall remain with the Lessee and Duplicate shall be given to the SUDA. The lease period is 99 years. The period of Lease may be extended or a fresh lease agreement may be entered with the Lessee at the sole discretion of the Lessor for a further period 99 years or less for period as decided by Lessor, provided Lessee shall pay the lease rent at the enhanced rate as may fixed by the Lessor.
4. The lessee shall pay all the rates, taxes, charges, assessment and other levies to the government or the revenue of local or any other authorities including the tax on property of the premises.
5. It shall be the responsibility of the Lessee to obtain the necessary permissions, sanctions or licenses from the concerned authorities for doing the trade or business or industry in the premises. 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.
6. The lessee shall start the construction of plot as per approved plan as per applicable General Development Control Regulations (GDCR) within the time limit of 2(two) years from the date of handing over the possession of plot by SUDA, failing which SUDA 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 (SUDA) shall have the exclusive right to increase the time limit for a further maximum period of four years, on such terms and conditions, as may be imposed by SUDA. And after receiving the building use permission, the lessee shall commence the use. The lessee shall form an association or service society to maintain the premise and hand it over to the users.
7. All the amount of total premium as per the Letter of Intimation, lease rent and land revenue. If it shall not deposited within prescribed time limit and/or the amount of interest payable due to it if not deposited in the prescribed time the authority considers/ late payment 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.

8. Lease holder is fully responsible for keeping the building/ structure constructed upon the plot in good condition and also for permanent maintenance of the plot and construction there upon.
9. 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 be provided as per prevailing rules and regulations of respective authority. Authority will not be liable for any process related to Revenue Department. The Lessee shall pay all deposits, charges etc. on electricity, water and other services for initial connections, reconnections, renovation and all other similar purposes maintenance.
10. Plot shall be utilized only for the purpose for which it 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.
11. In case, if construction is carried out by the lessee more than the permissible area specified in the Letter of Intimation/ Order Of Allotment/ Lease Deed then the authority will have unqualified 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 SUDA.
12. It will be the responsibility of the lessee and their successor or assigns to maintain and keep functional façade 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.
13. The Lessee shall not mortgage or transfer or part with permission or sublet the premises or apportion there or without the permission of the SUDA.
14. After completion of construction/ development of building over the plot, 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.
15. 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 SUDA. In case of any violation of this clause, SUDA shall have the right to terminate the lease deed.
16. 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.
17. The lessee shall indemnify and keep SUDA 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 SUDA 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.
18. The Lessor or any person authorized by the Lessor shall have the right to the enter the premises to inspect, connect after or 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.

19. The Lessee shall also be subject to terms and conditions as may be imposed by the lessor from time to time.
20. The lessee in writing notify SUDA 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.
21. The Lessee shall always keep the premises neat and clean and free from rubbish and under hygienic conditions.
22. The lessor shall have the right to terminate lessee at anytime during the continuance of the lease by giving one month's notice in advance and resume possession in case of breach of any condition noticed by the lessor.
23. The lessee shall keep the building and the associated facilities 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. In case of violation of any condition in the Lease Deed, the deed will automatically termed as cancelled and the lessee shall have no right for any compensation or any loss/ damage.
25. 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 (SUDA) shall be bound to Applicant/s/ lessee and their successors and assigns.
26. The lessor shall have the right, notwithstanding anything contained herein to cancel the allotment and the lease on a one-month's 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 low fully due from him for a period of 6 (Six) month.
27. The Lessor however in case of cancellation of lease under 26(above) may restore the lease on such terms conditions as the lessor may think fit.
28. If any questions arise other then the above conditions, the decision of Surat Urban Development Authority (SUDA) will be final and bound to Applicant/s/ lessee and their successors.