

**DELHI DEVELOPMENT AUTHORITY  
OFFICE OF DIRECTOR (RL)**

NO. F1(Misc)/GH/12<sup>th</sup> Phase/ 367

Dated : 23/04/2021

CORRIGENDUM WITH REFERENCE TO GROUP HOUSING PLOTS

With reference to the Tender Documents for Group Housing plots in the 12<sup>th</sup> Phase of e-Auction, It is hereby informed that..

1. in 3. Of V ADDITIONAL TERMS AND CONDITIONS FOR GROUP HOUSING PLOTS, the construction cost as per the latest available PAR 2020 is Rs. 38,351.25 per Sqm.

&

2.

84. of Settlement of disputes and Arbitration of Agreement (Annexure-II) be substituted with..

"If the DE doesn't agree with the opinion of the Vice-Chairman of the Vendor, the matter/dispute shall be decided through the process of Arbitration conducted by a sole Arbitrator to be appointed on reference by either Party in accordance with the statutory provisions of the arbitration and Conciliation Act 1996 (as amended up to date) by High Court of Delhi at New Delhi or by the designated Arbitral institution at Delhi. The Arbitrator so appointed shall be a technical person having the knowledge and experience of the trade. The venue of Arbitration shall be at Delhi. Court in Delhi shall have the exclusive jurisdiction in relation to the present Work order/Agreement.

The Arbitration proceedings shall be governed as per the provisions of Arbitration and Conciliation Act 1996 (as amended up to date).

The Arbitrator shall neither be authorized to consider nor take into consideration nor decide any such dispute, claim, bill (running or final) or amount for payment which has not been raised & submitted by the DE before the Principal Commissioner by serving a notice in writing of 30 days. The arbitration clause shall be invoked only after the said period of 30 days has lapsed. Mere referring of any dispute or claim to the Arbitrator shall not be considered as a waiver of this clause and D.D.A. shall always be authorized to take any such objections even before the Arbitrator.

The party invoking the arbitration clause, shall along with the notice of invoking of arbitration clause, submit a list of all the dispute(s) with exact claims and the amount claimed under all the disputes and only the said disputes shall be referred to the Arbitrator. The Arbitrator shall not be authorized to entertain nor shall decide any such dispute, claim or amount which has not been raised/mentioned in the said list. However, he may entertain any counter-claims, raised by the opposite party.

Any decision or procedure finalized under the terms of this Work Order/Agreement shall be final & binding and shall be beyond the jurisdiction of the Arbitrator.

Cost of arbitration shall be borne by each party proportionately, as per the Schedule IV of the Arbitration and conciliation Act, 1996 as amended up to date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement."

The Interested bidders may kindly note of the amended details of Group Hosing Plots before participating in the 12<sup>th</sup> edition of e-Auction.

  
SMO 23.4.2021  
Director (RL)

S. K. MEENA  
Director (RL)  
DDA, Vikas Sadan  
New Delhi-110023

  
  
23-4-21