of Lease Agreements] and shall have to open & operate an Escrow Account in terms of SCLA and GCLA. Through operation of such an Escrow Account, suitable % of Project Revenue as a Gross Revenue Share or maximum up to the Minimum Annual Guarantee Amount/ Dues of RLDA shall be suitably set aside towards payment of outstanding installments of Lease Premium, till all the payments against such outstanding installments are fully paid to RLDA. The SPC shall have liberty to submit the Bank Guarantee Bond, at any time, for all outstanding amounts against the Lease Premium including the interest thereof plus amount of applicable GST, as per the Bid Form-13, following which the Escrow Account shall be terminated. The draft format annexed as Annexure – A "Format of Escrow Agreement" appearing in GCLA may be modified and drafted by the Lessee duly incorporating provisions to meet the requirement of the Lender Bank, RERA, GST and any other provisions of applicable laws. Same shall be examined by RLDA through an independent legal and financial expert before approval within 30 days of submission of the draft format by the lessee. The decision of RLDA shall be final and binding in this regard. Option of both Bank Guarantee as well as Escrow Mechanism shall applicable to give flexibility to the developer to adopt system as per their choice. Escrow Agreement shall be terminated if the lessee submits the bank guarantees for all outstanding amounts against the lease premium, including interest thereof.

18.0 FOREIGN COMPANY

Foreign Companies are not eligible to bid for Tenders for value up-to Rs. 200 Cr. as per Letter No. F.12/17/2019-PPD dt. 28.05.2020 issued by Ministry of Finance, Govt. of India.

19.0 TEMPORARY CHANGES IN RLDA TENDER DOCUMENTS ON ACCOUNT OF LOCKDOWN DUE TO COVID-19 PANDEMIC

A. The requisite Bid Security shall only be paid online on RLDA E-Bid Portal using E-Payment gateway. Other modes like Pay Order, Demand Draft, and Bankers Cheque etc shall not be accepted.

B. During the period of COVID-19 lockdown/phases of unlock down and one month thereafter, Bidders can submit Bid Forms in Soft Copy (Scan/PDF) on E Bid Portal. These Bid forms are required to be submitted on letter head of the firm (Lead Member in case of Consortium) of the bidder duly signed and stamped.

However, all applicable Bid Forms, Undertakings & Affidavits shall be submitted by the selected bidder in hard copy, in original, in prescribed format, as stipulated in Bid Documents, within 60 days of lifting of lockdown/phases of unlock down or as called by RLDA or within 7 days of opening of date of tender in case of no lockdown, failing which shall lead to the non-consideration of offer (offer shall be considered withdrawn leading to forfeiture of bid security under clause 12.6 (b) of Part I of bid documents) or cancellation of LOA along with forfeiture of bid security on account of lack of earnestness on part of selected bidder, as the case may be. Lease agreement will not be signed without submission of original documents as specified in the Bid documents.

Further, Bidders shall submit a self-attested undertaking on letterhead of the firm of the Bidder in the enclosed format.

There is no exemption / relaxation given w.r.t. documents to be submitted under Clause 7, Part I, which have to be certified by a statutory auditor or attested by a Chartered Accountant, as the case may be. These documents can also be submitted in scanned/PDF copy.

C. It is reiterated that if bidder provides any materially incorrect or false information, material misrepresentation or revelation at any stage about not meeting the eligibility criteria by the bidder, then it will attract provision for disqualification of the bidder, cancellation of LOA, forfeiting of the bid security etc. as detailed in Article 23 of Part I of Bid Documents (Regulations for Bids and Lease Agreements).
D. The Bidder shall also file the Undertaking given in Bid Form 17 at the time of filing Bid Documents.

20.0 Dismantling of exiting Old dilapidated Structure at site: Not Applicable

21.0 Change of Land Use:

As per UP G.O. issued vide Letter No. 1/2021/138/Eight-8-2021-12LUC/2020 dated: 03.03.2021, Railway has been exempted from CLU. The proposed land use is similar to land use shown in Lucknow Master Plan 2031.

22.0 Letter of Acceptance (LOA)

22.1 LOA shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event, the duplicate copy of LOA duly signed by Selected Bidder is not received by the stipulated date, RLDA may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder, as mutually agreed genuine pre-estimated loss and damage suffered by RLDA on account of failure of the Selected Bidder. In the event not provided of the full amount of Lease Premium within the stipulated time, Bid Security shall be forfeited and the LOA shall be cancelled and RLDA shall have the right to take further actions as per terms of Bid Documents.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BID FORMS

NEW DELHI
RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

PART-III
INSTRUCTIONS TO BIDDERS AND BID FORMS

CHECKLIST FOR ELIGIBILITY PROPOSAL
Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

CHECKLIST FOR e-bids: FOR ELIGIBILITY PROPOSAL (Technical Bids):

Requirement	Complied with (Yes / No)
All the pages numbered serially.	
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	
Supporting documents and printed literature furnished with the Proposal in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	
We have read and made ourselves well conversant with the provisions/in formations contained in RLDA-Land Development Hand Book Part-I (Regulations for Bids and Lease Agreement) and Part-II (General Conditions of Lease Agreement and we affirm to abide by the same.	

S. No.	Scanned copy of instrument/ enclosure for Uploading	Uploaded (Yes / No / Not Applicable)
1	Bid Document fee of Rs. 50,000/-) + GST 18% = Rs. 59,000/-(Rupees Fifty Nine Thousand Only) to be paid online	
2		

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (_ to _)	Total No. of Pages
1.1	Scanned Copy of Instructions to Bidders (RLDA LDHB Part-III), SCLA [RLDA LDHB Part-IV], Schedules and Specifications [RLDA LDHB Part-V], *as issued by RLDA for the Project, digitally signed by the authorized signatory are to be uploaded.*			

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (_ to _)	Total No. of Pages
1.2	Scanned Copy of Covering Letter are to be uploaded as per the prescribed format in Bid Form 1; i) signed by authorized signatory ii) on the letterhead of the Bidder;			
2(A)	Scanned Copy of General Information *are to be uploaded* about the sole Bidder/Lead Member *as per the prescribed format* in Bid Form 2; Evidence of incorporation,			
2(B)	Scanned Copy of General Information about Member-1 *are to be uploaded* as per the prescribed format in Bid Form 2(a); Evidence of incorporation,			
2(C)	Scanned Copy of General Information about Member-2 are to be uploaded as per the prescribed format in Bid Form 2(b); Evidence of incorporation,			
2(D)	Scanned Copy of General Information about Member-3 are to be uploaded as per the prescribed format in Bid Form 2(b); Evidence of incorporation,			
3 (A)	Scanned Copy of Undertaking for Construction Experience (to be forwarded on the letterhead of the Applicant/Lead Member of Consortium) as per the prescribed format in Bid Form-3 (A).			
3 (B)	Scan Copy of Information for Construction Experience as per the prescribed format in Bid Form-3 (B). **For Bid Form 3 (B):**In case Bid Form 3B consists of more than one page, Registered Project Architect, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.			
4	Information for Financial Eligibility for sole Bidder/Member in case of Consortium certified by statutory auditor/CA *as per the prescribed format* in Bid Form 4; (*Separate forms for each Member in case of Consortium where Financial experience is*			

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (_ to _)	Total No. of Pages
	aggregated) Audited annual financial reports/Income tax return along with financial statements duly certified by SA/CA of the Bidder or in case of a Consortium, of each Member, for last three financial years and duly signed on all pages.			
5	Scanned Copy of Joint Bidding Agreement, in case of Bidder being a consortium, (executed on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 5;			
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting formation of JBA has been uploaded		*(Yes/No/Not Applicable)*		
Joint Bidding Agreement executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Agreement is being executed/ uploaded.		*(Yes/No/Not Applicable)*		
6	Bid Security to be paid online using the e-payment gateway to ITI Limited.			
7	Scanned Copy of Power of Attorney (submitted by the Member / Lead Member for signing of Bid) executed on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 7;			
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been uploaded		*(Yes/No/Not Applicable)*		
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed		*(Yes/No/Not Applicable)*		
8	*Scanned Copy of* Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 8;			

NEW DELHI
RAIL LAND DEVELOPMENT AUTHORITY

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (_ to _)	Total No. of Pages
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted		*(Yes/No/Not Applicable)*		
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed		*(Yes/No/Not Applicable)*		
9	*Scanned Copy of* Undertaking from Bidder/ Member of Consortium for claiming experience from holding/subsidiary on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 9, if applicable;			
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed		*(Yes/No/Not Applicable)*		
9A	*Scanned Copy of* Undertaking from Bidder/Member of Consortium for claiming experience of Partnership firm on non-judicial stamp paper of Rs.100/- and duly notarized *as per the prescribed format* in Bid Form 9A, if applicable;			
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed		*(Yes/No/Not Applicable)*		
10	*Scanned Copy of* Undertaking from Partnership Firm on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 10A, if applicable;			
10A	*Scanned Copy of* Undertaking from holding/subsidiary on non-judicial stamp paper of Rs. 100/- and duly notarized *as per the prescribed format* in Bid Form 10, if applicable;			
11	Scanned Copy of Statement of Legal Capacity as per the format prescribed at			

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (_ to _)	Total No. of Pages
	Bid Form-11 to be uploaded.			
	Signed by Authorized Signatory	*(Yes/No/Not Applicable)*		
	On the letterhead of the Bidder	*(Yes/No/Not Applicable)*		
	Scanned Copy of Charter/ Registration/ Incorporation/Identity Proof and PAN in case of Individuals			
UNDERTAKING executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued		*(Yes/No/Not Applicable)*		
12	Information on Conflict of Interest as per Clause 5 of **LDHB** Part I;			
13	i) Audited Annual Financial Statement/certified copy of income tax return for the last 03 years.			
	ii) Certificate of incorporation / registration and respective charter documents(in case of individuals self-attested copy of photo identity)			

Note:

1. **Bid Form No.1,2,3(A),3(B),4,5,6,7,8,9,9(A),10,10(A) ,11, 16, 16A & 17, in requisite form, as applicable have to be submitted in original in physical form as detailed in Article 19 of ITB (Part III of Bid Documents)**

2. **The Bidder /Authorized representative shall submit E-bids online with his digital signatures and the same person shall sign requisite Bid Forms who has digitally signed E-bids.**

I/We have read and made ourselves well conversant with the provisions/information's contained in RLDA-Land Development Hand Book Part-I (Regulations for Bids and Lease Agreement) and Part-II (General Conditions of Lease Agreement and I/We affirm to abide by the same.

Digitally Signed

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

CHECKLIST FOR FINANCIAL PROPOSAL

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

S. No.	Document / enclosure for submission	Document Submitted online (Yes / No / Not Applicable)
1	Financial Bid as *per the prescribed format* in Bid Form 12;	
	i) Digitally signed by Bidder/authorized signatory and submitted online	

Date:
Place:

Seal of the Bidder/
Lead Member of the Consortium

(Signature of the Authorized Signatory)
(Name and designation)

Note: -Bid Form-12 to be digitally signed and submitted online

****

11/1/25

NEW DELHI
RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW ... LIMITED

BID FORM 1: Covering Letter

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B, 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Sub :- Bid for Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Dear Sir,

1. With reference to your Bid Document dated ...., I/We............. (Name of Bidder/Name of the Consortium/ Names of all members of the consortium) here by undertake that I/We.............................(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) have studied the whole Bid Documents (Non-Variable) "Part-I: Regulation for Bids and Lease Agreement (Amended up to 26.03.2014)" and "Part II: General Conditions of Lease Agreement (Amended up to 26.03.2014)" carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents. I/We...(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit my/our Bid for the aforesaid Project for subject Site.
2. My/Our Bid is unconditional and unqualified.
3. I/We also agree to keep this offer open for acceptance for prescribed period from the Bid Due Date.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the RLDA will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Lessee for the aforesaid Project.
7. I/ We shall make available to the RLDA any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I/ We acknowledge the right of the RLDA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

right to challenge the same on any account whatsoever.

9. I/ We certify that in the last three years, I/we/any of the Members of our consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
    a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by RLDA; and
    b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the RLDA or any other Public Sector Enterprise or any Government, Central or State; and
    d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of The Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
    f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
12. I/We believe that I/We/ our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents and undertake to satisfy Construction Experience within 105 days of issue of LOA.
13. I/We declare that I/We/ any Member of the consortium, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
15. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our consortium or any Member of our consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.

11/6/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

16. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.
17. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate RLDA of the same immediately.
18. In the event of my/ our being declared as the Selected Bidder, I/ We agree to incorporate Special Purpose Company under the Indian Companies Act, 2013 within the time specified in Bid Documents for execution of the Lease Agreement.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RLDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Lease Agreement in accordance with the draft Lease Agreement has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the RLDA or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.
22. Bid Security of Rs.................... (Rupees................) has been paid online in accordance with the Bid Documents. I/We understand that the full value of the Bid Security shall stand forfeited in case I/We fail to fulfill the requirements laid down in the bid Documents for the purpose.
23. I/We also understand that the full value of Bid Security shall be forfeited in case I/We fail to fulfill the requirements laid down in the Bid document for the purpose.
24. Our Financial Proposal is enclosed in Bid Form-12in online submission only. The Lease Premium has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project Cost and implementation of the Project.
25. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened or rejected.
26. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for RLDA to reject our Bid and forfeit the Bid Security.
27. I/We has/have examined the relevant papers for the Site available with RLDA such as land plan and property card before submission of the Bid. Any sub- divisioning of the Site, if required, has to be done by me/us at my/our own cost. RLDA shall not be held responsible for any delay on account of any shortcoming in land plan, property card and

sub-division and no demand for any compensation shall be raised against RLDA on this account.

28. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement.
29. I/We or any of the Directors of my/our company/Member of the Consortium or any or my/our employee has/have not retired as Gazetted Officer within 2 years of the date of submission of the bid and/or taken permission from the President of India for taking employment under me/us, becoming partner, Director in my/our company or taking this contract.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,
Date:
Place:
Seal of the Bidder/ (Signature of the Bidder/Authorized Signatory)
{Lead Member of the Consortium} (Name and designation)

Encl: 1. Checklist of Documents submitted by us
2. Bid Security details paid online
3. Other documents as per prescribed formats

Note:
1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out whichever is not applicable if the Bidder is not an Individual.
3. In case Para 29 above is not complied, details of such persons is to be enclosed.

BID FORM 2: General Information about the Bidder

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

Sub: Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

1. Full Name of the Bidder /Lead Member of the Consortium: (in Block Letters)

2. Bidder's Constitution (for example Public Limited Co. /Pvt. Ltd. Co.)

3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence

4. Bidder's Telephone No.
   Fax No.
   E-mail address

5. Name & Address of Directors of the Company
   (Provide names, office & residential addresses, telephone nos, fax nos, e-mail, Profession / Business engaged in etc.

6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation,

7. Details of individual(s) who will serve as the point of contact/communication for the RLDA
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

8. Particulars of the Authorized Signatory of the Bidder, if any
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
   (d) E-Mail Address

RAIL LAND DEVELOPMENT AUTHORITY ★ NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED ★

9. Particulars of the bank details where Bid Security/ Performance Security/ any other payable etc. may be refunded:

Name of Account Holder	
Bank Account No.	
Type of Account :Current/Saving/etc.	
Name of Bank	
IFSC Code	
Branch Address	

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the consortium.

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BIDFORM –3(A)

Undertaking for Construction Experience (To be forwarded on the letter head of the Applicant/ Lead Member of Consortium)

Ref. RFP No. **(RLDA/2024/RFP/CD-23 Dated 24.06.2024)**

Sub:- Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Date:

To,
The Vice Chairman
Rail Land Development Authority,
UnitNo.702-B, 7thFloor, KonnectusTower-2,
DMRC Building, Ajmeri Gate, New Delhi-110002

Dear Sir,

We refer to the Request for Proposal dated______________including any corrigendum/ addendum issued hereto (collectively referred to as the "RFP") issued by the Authority in connection with the captioned Project.

We, in response to the RFP, have submitted our Application for the Project and in terms of ConstructionExperienceCriteriasetoutinClause4.0 (C)of the Instruction to Bidders (Part III of Bid Documents),hereby agree ,confirm and undertake to the Authority that in the event of our Bid being accepted by the Authority and the Project being awarded to us, we shall, forthwith and in any case not later than the prescribed period of 105 days, demonstrate and fulfill the Construction Experience as outlined in Clause 4.0 (C) of the Instruction to Bidders (Part III of Bid Documents), for undertaking and performing the necessary construction works in connection with the Project in accordance with the provisions of RFP Documents either:

(i) Ourselves as the Applicant/Bidder/through Associates, or
(ii) Entering into a suitable legally binding agreement, with prior approval of the Authority, with an entity who fulfills the afore mentioned Construction Experience and is allowed to do business in India as per Applicable Laws and such agreement(s) shall be in conformity with the provisions of the RFP Documents.

In the event we are unable to secure and furnish to the Authority on or before the prescribed period, in the form and manner satisfactory to the Authority, suitable legally binding agreement as above for undertaking and performing the necessary obligations, the Authority shall be entitled in its sole and absolute discretion and without any reference to us, take such action against us as suitable, including cancellation of the LoA and appropriate the Bid Security, and impose the Liquidated Damages, as it may deem fit. And we agree that any decision of the Authority in this regard shall be final and binding on us.

All capitalized terms used herein unless specifically defined shall have the meaning as ascribed under the RFP.

Yours faithfully,
(Signature, name and designation of the Authorized signatory)
(Name and seal of Applicant/Lead Member) & Designation:
Date:

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Place:

BID FORM 3 (B): Information for Construction Experience

Tender No :- **(RLDA/2024/RFP/CD-23 Dated 24.06.2024)**

Sub:-Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Name of Bidder/ Member of the Consortium (holding at least 10% equity) OR Contracted Agency/entity of the Bidder: ______

S. No.	Name and location of relevant project	Name of the Client/ owner	Name of Implementing Agency and its relationship with the Bidder with documentary evidence/self	Brief description about the Nature of the Project	Total Built up Area in Sq.M.	Date of Completion of Project	Remarks
1							
2							
3							

Certificate by a registered architect:

We, declare that above mentioned project(s) has/have been fully/partially completed and the project(s)/completed built up area is/are ready for occupation/ has already been occupied/commissioned (*strike out whichever is not applicable*).

Dated this _____ day of ___________ 20__(Year)

(Name, Signature and seal of the Architect) ______________

Certificate by Statutory Auditor of the Bidder or Contracted Entity:

We, in our capacity as the Statutory Auditor of _____ (name of the Bidder/ Member of Consortium/Contracted Entity) certify that ______________________ (name of the Bidder / Member of Consortium) has executed the above-listed projects as owner/ developer/ contractor and /or through its Holding/Subsidiary Company/Entity (as per clause 3 (d) of Part-I read with clause 1.5 (iii) of ITB (*strike out whichever is not applicable*).

*Signature of the Statutory Auditor

Name of the Statutory Auditor
Company Seal of the Statutory Auditor

Counter-Signed:

We accept that all details/documents/attachments provided with this Bid Form are complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for RLDA to reject our Bid and forfeit the Bid Security.

(Name & Signature of Authorized Signatory)

In the capacity of ____________________ (position) duly authorized to sign this Bid for and behalf of ____________________________ (name of Bidder / Lead Member of the Consortium)

_________________________________ (Address)

Note:

1. In case a Bidder/Member of the Consortium/Contracted Entity is drawing any experience of its holding/subsidiary company/entity, the name of such company/Entity and relationship with the Bidder/Member of the Consortium shall also be clearly mentioned in the 'Remarks' column against the particular project.
2. In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member strictly as per the specified format.
3. *For those Bidders/their Members/Contracted Entity whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI.
4. *In jurisdictions (foreign countries) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates.
5. In case Bid Form 3B consists of more than one page, Registered Project Architect, Statutory Auditor & Authorized Signatory shall sign with seal on all pages.

11/1/24

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 4: Information for Financial Qualification
(For Bidder / Each Member of the Consortium)
Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

Sub :- Bid for Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

a) **Total/Gross Turn-Over:** The aggregate total/gross turn-over (as defined in Clause 5.3 of ITB) as per the audited annual financial statement* of the last three Financial Years should be presented in the following tabular format (along with the copies of above documents) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium).

Name of Bidder / Each Member of the Consortium (holding at least 26% equity):

S. No	Head	Total/ Gross Turn-Over (in Indian Rupees)
1	Financial Year 2021-22	
2	Financial Year 2022-23	
3	Financial Year 2023-24	
4	Sum of Total/Gross Turnover of Three Years	
5	Average Annual Total/Gross Turnover (Gross Total ÷3)	

OR

b) **Net worth:** Net Worth shall mean (Subscribed and Paid up Equity Capital (not to include any Share Application Money/Preference Share Capital) including Equity/Security Premium+ General Reserves) Less (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets). It should be presented in the following tabular format (along with the copies of audited annual financial statement of FY 2023-24 /year claimed) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium):

Calculation of Net Worth for Financial Year: 31st March 2024		
	Particulars	**Amount (Rs. in Cr)**
	Subscribed and Paid up Equity/ Capital (including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
	TOTAL NET WORTH	

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW ... PRIVATE LIMITED

*For conversion of other currencies to Indian Rupees the rate of conversion shall be as per the Reserve Bank of India (**"RBI"**) reference rate as on the first day of the month preceding the month of opening of Bid. In case of currencies not indicated under the RBI reference rate, the same shall be converted to US$ as per IMF reference rate as on the Conversion Date and the amount so derived in US$ shall be converted into Indian Rupees as per the US$ RBI reference rate as on the conversion date.

(Name & Signature of Authorised Signatory)____________________

In the capacity of ________________ (position) duly authorized to sign this Bid for and behalf of ____________________ (name of Bidder / Lead Member of the Consortium)

______________________________ (Address)

The information given above are true as per the audited annual financial statement of the Bidder/Member. We have signed this Bid Form 4 in our capacity as the Statutory Auditor*

of _____ (name of the Bidder/ Member of Consortium).

Signature of the Statutory Auditor*

Name of the Statutory Auditor

Company Seal of the Statutory Auditor*

Note:

1. In case a Bidder/Member of the Consortium is drawing any financial eligibility of its holding/subsidiary Company /Entity, a separate Form-4 in the name of each such company/entity firm along with proof of relationship with the Bidder/Member of the Consortium shall also be attached which should also be supported with relevant applicable Form-9, 9 (A), 10 and 10 (A) of Part-III ITB.
2. In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.
3. *For those Bidders/their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI.
4. *In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.
5. In case Bid Form 4 consists of more than one page, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.
6. Partners of a Partnership Firm can participate as individuals or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility for such Bidder/Member of Consortium. The Bidder has to also submit the copy of Partnership Deed and Bid Forms - 9A & 10A.
7. Please refer to clause 3(b)(iv) of "Part-I Regulations for Bids and Lease Agreements".

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 5: Joint Bidding Agreement

Bid Document No:- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(To be executed on Non- Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100/-) and duly notarized (Joint Bidding Agreement executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Agreement is being executed)

This Joint Bidding Agreement (the "AGREEMENT") is entered into on this __ day of ____, 20__(Year)at ____.

AMONGST

{__________ , an individual having his/her residence at ____________________ and partner of ______________________________ and currently having his/her place of business at ____________________ }/[1]

{M/s. ________________ , a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at ________ }/[2]

{__________ , a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/__*[Insert name of any other Act if applicable]*__ [1] and having its registered office at ________ } /[3]

{__________ , a trust registered under the __*[Insert name of the Act]*__ and having its registered office at ________ }/[4]

{__________ , a company incorporated under the Companies Act, 2013 and having its registered office at ________ }[5]

(herein after referred to as "First Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{__________ , an individual having his/her residence at ____________________ and partner of ______________________________ and currently having his/her place of business at ____________________ }/[1]

{M/s. ________________ , a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at ________ }/[2]

{__________ , a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/__*[Insert name of any other Act if applicable]*__ [2] and having its registered office at ________ } /[3]

{__________ , a trust registered under the __*[Insert name of the Act]*__ and having its registered office at ________ }/[4]

[1,2,3,4&5] Retain whichever is applicable.

{__________, a company incorporated under the Companies Act, 2013 and having its registered office at ________ }[5]
(herein after referred to as "Second Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{__________, an individual having his/her residence at ____________________ and partner of ______________________________ and currently having his/her place of business at ______________________________ }/[1]
{M/s.__________________, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at ________ }/[2]
{__________, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ *[Insert name of any other Act if applicable]*__ [3] and having its registered office at ________ } /[3]
{__________, a trust registered under the *[Insert name of the Act]*__ and having its registered office at ________ }/[4]
{__________, a company incorporated under the Companies Act, 2013 and having its registered office at ________ }[5]
(herein after referred to as "Third Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{__________, an individual having his/her residence at ____________________ and partner of ______________________________ and currently having his/her place of business at ______________________________ }/[1]
{M/s.__________________, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at ________ }/[2]
{__________, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ *[Insert name of any other Act if applicable]*__ [4] and having its registered office at ________ } /[3]
{__________, a trust registered under the *[Insert name of the Act]*__ and having its registered office at ________ }/[4]
{__________, a company incorporated under the Companies Act, 2013 and having its registered office at ________ }[5]
(herein after referred to as "Fourth Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

WHEREAS:

A. Ministry of Railways has authorized the RAIL LAND DEVELOPMENT AUTHORITY, set

[1,2,3,4,5]Retain whichever is applicable.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

up by an Amendment to the Railways Act, 1989 and constituted in terms of Extraordinary Gazette Notification dated 31.10.2006, as amended on 5.1.2007, represented by its Chairman and having its principal office at Unit No. 702-B. 7th Floor, Konnectus Tower, DMRC Building, Ajmeri Gate, New Delhi-110002 (hereinafter referred to as the "**RLDA**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), to invite bids for selection of the Lessee either individually or through Consortium for **"Bid for Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period."**

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Bid Documents in respect of the Project, and

C. It is necessary condition under the Bid Documents that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid. **NOW IT IS HEREBY AGREED as follows:**

1. **Definitions and Interpretations**

In this Agreement, the capitalized term shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Documents.

2. **Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purpose of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.

2.3 ____________ (name of Consortium) believes that it has the necessary qualification to fulfill the capability for development of the Project and / or __________ (name of Consortium) has the necessary financial capability as detailed in the Bid Documents.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a new special purpose company (the **"SPC"**) under the Indian Companies Act, 2013 for entering into a Lease Agreement with RLDA and for performing all its obligations as the Lessee in terms of the Lease Agreement for the Project. All terms and conditions contained in this AGREEMENT will, insofar as they are relevant, be specifically incorporated in the Articles of Association of the SPC.

4. **Roles of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the _____ Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Lease Agreement when all the obligations of the SPC shall become effective. The role of First Part shall be_______________.

b. Party of the _____ Part shall be {the Financial Member(s) of the Consortium} and the role of Second Part shall be_______________.

c. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Third Part shall be_______________.

d. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Fourth Part shall be_______________.

5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents and the Lease Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. _________ *(Lead Member)* shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.

6. **Shareholding in the SPC**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:
Second Party:
Third Party:
Fourth Party:

6.2 The Parties undertake to form a new SPC with minimum joint shareholding of 99.9% equity which shall be required to be maintained till the signing of the Lease Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the first anniversary of the date of completion of project or till full payment of Lease Premium including interest, whichever is later, be held by the Parties of the First Part, the Lead Member of the Consortium.

6.3 The Parties undertake that they shall collectively hold more than 50% (fifty per cent) of the subscribed and paid up equity share capital of the SPC at all times until the first anniversary of the date of completion of Project or till full payment of Lease Premium including interest, whichever is later.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease Agreement.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of this knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security, interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

vii. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. **Termination**

In case the Project is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date/ fulfilment of all the Conditions Precedent for the Lessee (as may be applicable) and thereafter the legal liabilities of the Members shall be governed by the relevant provisions of the Lease Agreement. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by RLDA to the Bidder.

9. **Miscellaneous**

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of RLDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

Signature: ____________________
Name & Designation: ____________________
Address: ____________________

For and on behalf of Second Part by:

Signature: ____________________
Name & Designation: ____________________
Address: ____________________

For and on behalf of Third Part by: ____________________

Signature: ____________________
Name & Designation: ____________________
Address: ____________________

For and on behalf of Fourth Part by: ____________________

Signature: ____________________

Name & Designation: ____________________

Address: ____________________

Note:

- **The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.**
- **Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member.**
- **For Joint Bidding Agreement executed and issued overseas, the document shall be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.**

*** Strike out whatever is not applicable.**

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

FORM NO: 6: For Guarantee Bond for Bid Security

(NOT APPLICABLE IN THIS CASE)

1/1/25

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 7: Special Power of Attorney for signing of Bid

Bid Document No :-(RLDA/2024/RFP/CD-23 Dated 24.06.2024)

This form is to be submitted only by the Bidder/ Lead Member, in case of Consortium.

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100) and duly notarized. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where this Power of Attorney is being executed)

Know all men by these presents, I/We, ______________________ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ______________________ and presently residing at ______________________, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of ______________________], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"Bid for Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period."**

Project proposed or being developed by the Rail Land Development Authority ("RLDA") including but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to RLDA, representing us in all matters before RLDA, signing and execution of all contracts including the /Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with RLDA in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the /Lease Agreement with RLDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ______________________, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __________ DAY OF __________, 20xx

FOR....................................

Signature ______________________ ______________________

(Director)

Name of the Person: ______________________ ______________________

Address

NIKHIL AGARWAL Digitally signed by NIKHIL AGARWAL Date: 2024.08.17

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Company Seal:

I Accept ________________________________

(Signature of the Attorney)

(Name, Title and Address of the Attorney)
(Director of the Lead Member) ________________________________

I hereby attest and identify the signatures of our Attorney above-named.

Signature ________________________________
(Director)
Name of the Person: ________________________________
Address
Seal of the Entity:

[Notarized]
Name, Sign and Seal of the Notary

Witnesses:
1.
2.
Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *The Power of Attorney should be duly supported with the enabling Board Resolution of the executants.*
- For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Apostille certificate.

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY ★ NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 8: Special Power of Attorney in favour of the Lead Member of Consortium.

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100) and duly notarized. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where this Power of Attorney is being executed)

WHEREAS THE RAIL LAND DEVELOPMENT AUTHORITY (the "RLDA") has invited bids for **"Bid for Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period."**
Project (the "Project").

WHEREAS, M/s ____,M/s _____ and M/s________ (insert name and address and registered office of all the Members)have formed a Consortium to submit their Bid in response to the Bid Documents for **"Bid for Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period."**
Project issued by the RLDA.

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

We, M/s______________M/s __________[name of the Company or other entities], a company incorporated/ under the Companies Act, 2013(or relevant Law of the particular country where the company is incorporated)/ registered____________, having its Registered Office at _________[address of the company] (hereinafter referred to as "**Other Member 1**") and

M/s______________M/s__________[name of the Company or other entities], a company incorporated under the Companies Act, 2013(or relevant Law of the particular country where the company is incorporated)/ registered____________, having its Registered Office at _________[address of the company] (hereinafter referred to as "**Other Member 2** ")and

M/s______________M/s__________[name of the Company or other entities], a company incorporated under the Companies Act, 2013(or relevant Law of the particular country where the company is incorporated)/ registered____________, having its Registered Office at _________[address of the company] (hereinafter referred to as "**Other Member 3** ") do

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

hereby nominate, constitute and appoint M/s______________ M/s____________ [name of the Company or other entities], a company incorporated under the Companies Act, 2013(or relevant Law of the particular country where the company is incorporated)/ registered_____________, having its Registered Office at _________ [address of the company] (hereinafter referred to as "**Lead Member**") as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:

1. To act as the Lead Member of the Consortium for the purposes of the Project;
2. In such capacity, to act as the Consortium's official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
3. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
4. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
5. To sign and execute contracts relating to the Project, including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with RLDA, Government Authorities, Competent Authorities and other Project related entities;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
9. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney and/or delegated attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney and/or delegated attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR ________________________

Signature ____________________________________

(Director)

(of the Other Member 1 of the Consortium)

Name of the Person:______________________________

Company Seal:

FOR ____________________________________

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

Signature ____________________________

(Director)
(of the Other Member 2 of the Consortium)

Name of the Person: ____________________________

Company Seal:

FOR ____________________________

Signature ____________________________

(Director)
(of the Other Member 3 of the Consortium)

Name of the Person: ____________________________

Company Seal:

(Executants)
(To be executed by all the Other Members of the Consortium)

Countersigned by the Authorized Signatory of the Lead Member of the Consortium

Signature ____________________________

(Director)
Name of the Person: ____________________________

Designation: ____________________________
Company Seal /Seal of the Entity

Notarized
Name, Sign and Seal of the
Notary

Witnesses:
1.
2.
(Executants)
(To be executed by all the Other Members of the Consortium)

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter / organizational/ constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3. *The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.*

4. *For* a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be consularized by the Indian Embassy if it carries a conforming Apostille certificate.

5. * *Strike out wherever not applicable.*

BID FORM 9: Undertaking from Bidder/Member of Consortium for Claiming Experience of Holding/Subsidiary.

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(Each sole Bidder/Member of a Consortium which is relying upon the experience of its Holding/Subsidiary has to submit this Undertaking on Non Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date:
Place:

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Dear Sir,

Sub: Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

This has reference to the Bid being submitted by ____________________(mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the RLDA dated ________, 2024.

We hereby confirm the following:

1. I/We am/are relying upon the credentials of the following holding/subsidiary Company / Entity to Bid for the Project, and the nature of our legal relationship [as per Bid Form-3 (A), 3 (B) & 4 of Part-III], as per the requirements stated in the Bid Documents, is provided in the table A, and B below. The details of the equity shareholding in support of the legal relationship, duly certified as per the requirement of this Bid Documents, are enclosed.

A. Details of Total/Goss Turnover to be considered to fulfil the Financial Eligibility

S. No.	Head	Total/ Gross Turnover of Holding/Subsidiary Company / Entity (in Indian Rupees)	Stake of Bidder/ Member of Consortium in the Holding/ Subsidiary Company /	Proportionate Total/ Gross Turnover of Bidder/ Member of Consortium (in Indian

Tr/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

			Entity during the Financial Year	Rupees)
	(1)	(2)	(3)	(4) = (2) x(3)
1	Financial Year 2021-22			
2	Financial Year 2022-23			
3	Financial Year 2023-24			
4	Sum Total of 3 years			
5	Average Total/Gross Turnover (Sum Total ÷3)			

OR

B. Details of Net worth to be considered to fulfil the Financial Eligibility

Calculation of Net Worth as on 31st March 2024:		
	Particulars	**Amount (Rs. in Cr)**
	Subscribed and Paid up Share / Capital (including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
	TOTAL NET WORTH	
Stake of Bidder / Member of Consortium in the Holding/ Subsidiary Company / Entity as on 31st March 2024:		____%
Proportionate amount of Net worth claimed as per stake in Holding/ Subsidiary Company / Entity:		

2. The detailed Financial experience of our holding/subsidiary Company / Entity____________(insert name of the holding/subsidiary Company / Entity) for the above mentioned projects is enclosed, duly certified as per Bid Form-3 (A), 3 (B) & 4 of Part-III and this Bid Documents in respect of Financial Eligibility.

3. We also agree that any change which affects our eligibility at any point of time till the full payment of Lease Premium or till one year after the completion of the captioned Project, whichever is later, could lead to termination of the contract and forfeiture of the Bid Security/ Commitment Security/Performance Guarantee, as the case may be, by RLDA.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

4. We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request RLDA to consider our strengths, our financial experience, and our track record as specified in the Bid Documents, for the purposes of evaluation of the minimum financial eligibility criteria.

For and on behalf of________________ (insert name of the Bidder /Member of the Consortium which is relying upon the experience of its Constituent Company/Entity)

Signature ____________________ ______________________

(Director) (Company Secretary)

(of the Bidder / Member of the Consortium)

Name of the Person :______________ ____________________

Designation :______________ ____________________

Address

Company Seal/Seal of Entity

Countersigned by the Authorised Signatory of the Bidder / Lead Member in case of a Consortium

Signature ______________________

Name of the Person: ______________________

Designation: ______________________

Address

Enclosed: 1 ....

2 ....

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 9A: Undertaking from Bidder/Member of Consortium for Claiming Experience of Partnership Firm.

Bid Document No:- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(Each sole Bidder/Member of a Consortium which is relying upon the experience of its Partnership Firm has to submit this Undertaking on Non Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs. 100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date:
Place:

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Dear Sir,

Sub: Bid for Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

This has reference to the Bid being submitted by ____________________(Mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the RLDA dated_______, 2024.

I/We hereby confirm the following:

1. I Am/We are relying upon the credentials of the following Partnership Firm to Bid for the Project, and the nature of my/our legal relationship, [as per Bid Form-3(A), 3(B) & 4 of Part-III],as per the requirements stated in the Bid Documents, is provided in the tables A and B below. The details of my/our stake (Copy of Partnership Deed etc.) in support of the legal relationship, duly certified as per the requirement of the Bid Documents are enclosed.

A. Details of Total/Gross Turnover to be considered to fulfil the Financial Eligibility

S. No.	Head	Total/Gross Turnover of Partnership Firm (in	Stake of Bidder/ Member of Consortium in	Proportionate Total/Gross Turnover of Bidder/Member of

		Indian Rupees)	the Partnership Firm during the Financial Year	Consortium in the Partnership Firm
	(1)	(2)	(3)	(4)= (2) x (3)
1	Financial Year 2021-22			
2	Financial Year 2022-23			
3	Financial Year 2023-24			
4	Sum Total of 3 years			
5	Average Total/Gross Turnover (Sum Total ÷3)			

OR

B. Details of Net worth to be considered to fulfil the Financial Eligibility

Calculation of Net Worth as on 31st March 2024:		
	Particulars	**Amount (Rs. in Cr)**
	Subscribed and Paid up Share / Capital (including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
	TOTAL NET WORTH	
Stake of Bidder / Member of Consortium in the Partnership firm as on 31st March 2024:		________%
Proportionate amount of Net worth claimed as per stake in Partnership Firm:		

2. The detailed Financial experience of the Partnership Firm ____________________(insert name of the Partnership Firm) for the above mentioned projects, Total/Gross Turnover and Net worth is enclosed, duly certified as per the requirements of this Bid Documents in respect of Financial Eligibility.

3. I/We also agree that any change which affects my/our eligibility at any point of time till the full payment of Lease Premium or till one year after the completion of the captioned Project, whichever is later, could lead to termination of the contract and forfeiture of the Bid Security by RLDA.
4. I am/We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request RLDA to take into account the above credentials of the Partnership Firm while considering my/our financial strengths,

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

experience and track record as specified in the Bid Documents, for the purposes of evaluation of the minimum financial eligibility criteria.

For and on behalf of_________________(insert name of the Bidder /Member of the Consortium which is relying upon the experience of its Partnership Firm)

Signature_________________________(Bidder / Member of the Consortium)
Name of the Person:_______________Designation:________
_________________________Address
Enclosed: 1..........

2 ....

Note:-
Please refer to clause 3 of "Part –I Regulations for Bids and Lease Agreement and Bid Form-3 (A), 3 (B) & 4 of Part-III.

NEW DELHI

BID FORM 10: Undertaking from Holding/Subsidiary

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(Each holding/subsidiary entity whose experience is being relied upon has to submit this undertaking on Non Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date:
Place:

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Dear Sir,

Sub: **Bid for Grant of Lease for Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.**

This has reference to the Proposal being submitted by ______________(Mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the RLDA dated________, 2024.
We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of our legal relationship with__________________________(name of the Bidder OR Consortium Member which is claiming the experience of its holding or subsidiary company), which is the Bidder/ Member of the consortium, as per the requirements stated in the Bid Documents, is__________________________________(Please insert the details of the relationship). We have understood the nature of work/project being undertaken by the Bidder and the reason for which our Construction experience is being sought to be relied upon, by it.

We undertake and hereby commit that for the successful implementation of the RLDA's above mentioned project, we shall maintain the holding-subsidiary relationship as defined in

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

the Companies Act, 1956/2013, and shall continue to provide requisite support to (name of the Bidder OR Consortium Member, for which the Undertaking is being furnished) in respect of the roles______________________(briefly define the roles of the Bidder OR Consortium Member) as detailed in the Bid Documents being submitted by____(name of the Bidder OR the Lead Consortium Member in case of a Consortium), till a period of one year after the completion of the project or till the full payment of Lease Premium, whichever is later.

For and on behalf of (insert name of holding or subsidiary entity whose experience is being relied upon)

Signature ....
(Director) (Company Secretary)

(of the holding or subsidiary entity whose experience is being relied upon)

Name of the person:............................Name of the person:............................
Address of the person Address of the Person

Company Seal/Seal of the Entity

Countersigned by Authorized Signatory of the Bidder/ Lead Member in case of Consortium
Name of the Person :
Designation :
Address

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM FOR FINANCIAL PROPOSAL

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BID FORM 11: Statement of Legal Capacity

Bid Document No:- **(RLDA/2024/RFP/CD-23 Dated 24.06.2024)**

{To be printed on the authorized Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}

Date:

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Sub: Bid for Grant of Lease Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from bidding for this Project(s) by any provision of Applicable Laws.*

We have agreed that _____________ (insert Member's name) will act as the Lead member of our Consortium.

We have agreed that _____________ (insert individual's name) will act as our representative/ will act as the representative of the Consortium on behalf** and has been duly authorized to submit the Bid Documents. Further, the authorized signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signatory, name and designation of the authorized signatory)
For and on behalf of ________________

* *Copy of charter/registration/incorporation documents should be attached with this Bid Form.*

** *Please strike out whichever is not applicable*

4/6/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

We undertake and hereby commit that for the successful implementation of the RLDA's above mentioned project,______________________ will continue to be the Partner of this Firm with minimum__________% stake in this Firm, and we shall continue to provide requisite support to__________(name of the Bidder/Consortium Member, for whom the Undertaking is being furnished) in respect of his/her role as__(briefly define the roles of the Bidder OR Consortium Member) in the Project, as detailed in the Bid Documents being submitted by___(name of the Bidder/ the Lead Consortium Member in case of a Consortium), till a period of one year after the completion of the project or till the full payment of Lease Premium, whichever is later.

For and on behalf of
(Insert name of Partnership Firm whose experience is being relied upon)

Signature ....

(Partner) (Managing Partner)

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

BID FORM 10 "A": Undertaking from Partnership Firm

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(Each Partnership Firm whose experience is being relied upon has to submit this undertaking on Non Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100) and duly notarized. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Undertaking is being executed)

Date:
Place:

To,

The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Dear Sir,

Sub: **Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.**

This has reference to the Proposal being submitted by____________**(mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the RLDA dated_______, 2024.**

We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of the legal relationship of_______________________(name of the Bidder/Consortium Member who is claiming the experience of this Partnership Firm), with our Firm, as per the requirements stated in the Bid Documents, is that of a "Partner". We have understood the nature of work/project being undertaken by the Bidder/Consortium Member, and the reason for which our Construction experience is being sought to be relied upon, by him/her.

A. Lease Premium			
Particulars	**Installments as % of Lease Premium**	**Due Date**	**Amount**
		Acceptance (LOA) by RLDA	Lease Premium for the period of extension, if any, plus applicable GST thereon. Applicable GST will be paid by the developer on RCM Method.
Second Installment	25%	On or before the first anniversary date of Payment of the First Installment	25% of the Lease Premium plus interest @ 11.75% per annum on the total outstanding amount of Lease Premium (Cumulative amount of Second, Third, Fourth installments) for the period from date of Payment of First Installment to the actual date of payment of Second Installment, plus applicable GST thereon. Applicable GST will be paid by the developer on RCM Method.
Third Installment	25%	On or before the second anniversary date of Payment of the First Installment	25% of the Lease Premium plus interest @ 11.75% per annum on the total outstanding amount of Lease Premium (amount of Third &Fourth installments) for the period from date of Payment of Second Installment to the actual date of payment of Third Installment, plus applicable GST thereon. Applicable GST will be paid by the developer on RCM Method.
Fourth Installment	25 %	On or before the third anniversary date of Payment of the First Installment	25% of the Lease Premium plus interest @ 11.75% per annum on the total outstanding amount of Lease Premium (amount of Fourth installments) for the period from date of Payment of Third Installment to the actual date of payment of Fourth Installment, plus applicable GST thereon. Applicable GST will be paid by the developer on RCM Method.

B. Annual Lease Rent I/We offer to pay to RLDA every year in advance (not later than 10thApril) the Annual Lease Rent and the same shall be revised upwards by 15% (Fifteen percent) every three years (compounded) during the entire term. The first revision effected from the beginning from the third financial year subsequent to the one in which the payment of first Annual Lease Rent become due. The payment of Annual Lease Rent shall commence

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BID FORM 12: Financial Proposal

Note: To be submitted online in .xls format only

Tender No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

Name of Site: - Railway land at Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow

Sub: - Bid for Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Reserve Price for Lease Premium: Rs.83.20 Cr. for Area 21215 Sqm and with FAR = 2

I/We agree to abide by this Bid, which consist of my/our financial offer hereto, for a period of 120 (one hundred and twenty) days from the Bid Due Date and it shall remain binding on me/us and may be accepted by you any time before the expiration of the said period.

I/We offer Rs. __________ as Lease Premium and Annual Lease Rent for grant of the lease rights on the land area 21215 Sqm with FAR 2 as per break-up given below:

Bidding Parameter	Bidder's Offer in Rs *(please insert in Figures AND words)*
1	2
Lease Premium	Rs. ____________________ (Rupees____________________________)
Annual Lease Rent (ALR)	Rs. 1.00 Lakh (Rupees One Lakh Only)(Escalation @15%, every 3 years, compounded)

The applicable taxes/duties/levies/GST shall be payable extra by the bidder in addition to the above quoted/ offered rates (LP and ALR).

I/We undertake to make payments of the same to RLDA as per the Payment Schedule given below:

PAYMENT SCHEDULE

A. Lease Premium			
Particulars	**Installments as % of Lease Premium**	**Due Date**	**Amount**
First Installment	25%	Within 60 days from the date of issue of Letter of	25% of the Lease Premium plus interest @ 11.75% or (11.75%+3%) per annum as per note2 & 3 below, on full amount of

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

A. Lease Premium			
Particulars	**Installments as % of Lease Premium**	**Due Date**	**Amount**
from the day after the execution of Lease Agreement and shall continue to be paid every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the term of the lease agreement.			

Note:

1. All applicable taxes/duties/levies/GST shall be payable extra by the bidder in addition to the above quoted/ offered rates (LP and ALR).
2. The total Lease Premium is to be paid within 3 (Three) years from the date of payment of the First Installment. An extension of up to 60 (sixty) days beyond the stipulated deadline for the payment of the First Installment as mentioned above, may be granted on written request of the Selected Bidder to RLDA, provided the Selected Bidder pays interest **@ 11.75% (Eleven Point Seven Five Percent)** per annum on the full amount of Lease Premium to be paid along with the First Installment, plus applicable GST. The interest shall be calculated for the number of days of extension availed by the Selected Bidder.
3. Further extension of up to 30(Thirty) days beyond the above extended period of 60(sixty) days for the payment of the First Installment, may be granted with an additional Penal interest of 3%(three percent) per annum, over and above the interest of **@ 11.75% (Eleven Point Seven Five Percent)** per annum, on the full amount of Lease Premium to be paid along with the First Installment amount, plus applicable GST. However, no further extension shall be given and the RLDA shall terminate LOA/Lease Agreement, as the case may be, and forfeit the Bid Security and other amounts as per the provisions of the bid document.

3 (A) Adjustment from Bid Security, PBG & Security Deposit:- There shall not be any payment default on part of bidder/developer. However, in exceptional cases, where there are bonafide reasons to the satisfaction of RLDA, any deficit/ shortfall in payment by bidder/developer, may be adjusted by RLDA, on the request of the bidder, up to the extent of amount available in any form of Bid Security, PBG & Security Deposit, so as to avoid the payment default case and save the contract from termination. In such a eventuality, concerned bidder/developer has to recoup the bid security/ PBG/ Security Deposit amount along with a penal amount @ 3% higher than the highest applicable rate of interest specified in the Schedule of Payment, of amount adjusted, from due date of payment, up to date of recoupment. The recoupment has to be done within a period of six months. In case Bid Security, PBG & Security amount is not sufficient to meet out the short fall amount OR recoupment of Bid Security/ PBG/ Security Deposit is not done within six months period, then matter shall be dealt as per Contract/RFP provisions treating as payment default.

4. The remaining **Second, Third & Fourth** Installments (the "Subsequent Installments") shall be paid by the Lessee to RLDA as per the Payment Schedule shown above. The Lessee may pay part of any of the Subsequent Installments any time after the due date of the preceding Installment but before the due date of that Installment and in such case the interest **@ 11.75% (Eleven Point Seven Five Percent)** per annum as provided in the payment schedule above on such part payment shall be applicable till the date of the part payment.
5. The offered Lease Premium is for the area of Site and FSI/Built up Area specified above. In case any variation in the area of Site is found at the time of handing over possession of the Site, the Lease Premium shall be revised on pro-rata basis on the actual area of Site and in case there is no change in Built Up Area, the Lease Premium and the Annual Lease Rent shall remain unchanged. In case of a Project involving Redevelopment Works, as may be specified in Schedules, the change in Lease Premium and Annual Lease Rent shall be computed taking into account the Grand Total of the cost of Redevelopment Works (as provided in SCLA) and Present Value of Lease Premium and Annual Lease Rent.
6. If during the Construction Period, in the event FSI gets reduced to less than the extent mentioned hereinabove due to any order/notification/instruction/road widening/acquisition for public purpose etc. of concerned municipal authority / Government body subsequent to the issue of Letter of Acceptance but during the Construction Period and the Compensatory FSI is not passed on to the Lessee, the Lessee shall be entitled for pro-rata reduction in the Lease Premium as specified in 5.4.4 of part-II, of GCLA.
7. The Lease Premium and Annual Lease Rent shall be paid in the form of Demand Draft or Account Payee cheque in favour of "Rail Land Development Authority" issued by a Nationalized/ Scheduled bank. In case of payment through cheque, the same shall be subject to realization of the cheque. The payment can also be made via Electronic mode i.e. RTGS / NEFT etc. In such case, the details thereof shall be sent to RLDA for crediting the respective Account.
8. For online payment of lease premium /annual lease rent ,RLDA's bank particulars are as under:

   Account Name: Rail Land Development Authority
   Name of bank and Branch: State Bank of India, Rail Bhawan, New Delhi
   Current Account Number: 30231544682
   IFSC: SBIN 0003771

   In case of online payment, the selected bidder, lessee shall submit break up of payment for proper accountable in their account.
9. RLDA, being an authority of the Union of India under Ministry of Railways, is part of the Government and deduction of income tax at source (TDS) would not be applicable on the payments to be made by the Selected Bidder/ Lessee to RLDA.
10. The GSTIN of RLDA is 09AAAGR0030G1ZP

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

(Other Forms)

BID FORM NO 13 TO 16

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

Yours faithfully,

Date:
Place:

Signature of Authorized Signatory of the Bidder
(Name, Designation, Address)
Company Seal / Seal of the Bidder

11/6/24

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Form No.-13 for Guarantee Bond for Installment of Lease Premium

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

(To be executed on non-judicial stamp paper of appropriate value, as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than Rs.100/-)

Date: ....
No. ....

To
The Vice Chairman
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

In consideration of the Rail Land Development Authority (hereinafter called The "RLDA") having agreed to exempt ______________________ (hereinafter called "The said Successful Bidder/ Lessee) from the demand, under the terms and conditions of Bid Documents/LOA No.____________ dated _________ made between RLDA and ______________________________for __________________________ (hereinafter called "the said LOA/Lease Agreement), for the due fulfillment by the said Successful Bidder/ Lessee of the terms and conditions contained in the said Bid Documents/Lease Agreement, for securing the payment of 1st / 2nd /3rd/ 4th installments of lease premium on production of a Bank Guarantee for Rs.____________ (Rupees__________________ only) we, ___________________ (hereinafter referred to as the bank") at the request of ______________________ Successful Bidder/ Lessee do hereby undertake to pay to the RLDA any amount not exceeding Rs. ________________________ against any loss or damage caused or suffered or would be caused to or suffered by the RLDA by reason of any breach by the said Successful Bidder/ Lessee of any of the terms or conditions contained in the said Bid Documents/ Lease Agreement.

2. We ____________________________ (Indicating name of the bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a demand from the RLDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RLDA by reason of breach by the said Successful Bidder/ Lessee of any of the terms or conditions contained in the said LOA/Lease Agreement or by reason of the Successful Bidder/ Lessee failure to perform the obligations under the said LOA/Lease Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ________ (Rupees ______________________________).

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

3. We undertake to pay to the RLDA any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder/ Lessee in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful Bidder/ Lessee shall have no claim against us for making such payment.

4. We ____________________(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the fulfillment of conditions of the said LOA/Lease Agreement and that it shall continue to be enforceable till all the dues of the RLDA under or by virtue of the said LOA/Lease Agreement have been fully paid and its claim satisfied or discharged or till RLDA certifies that the terms and conditions of the said LOA/Lease Agreement have been fully and properly carried out by the said Successful Bidder/ Lessee and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ____________, we shall be discharged from all liability under this guarantee thereafter.

5. We ____________________(indicate the name of the bank) further agree with the RLDA that the RLDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA/Lease Agreement or to extend time of performance by the said Successful Bidder/ Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the RLDA against the said Successful Bidder/ Lessee and to forbear or enforce any of the terms and conditions relating to the said LOA/Lease Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Successful Bidder/ Lessee or for any forbearance, act or omission on the part of the RLDA (Government") or any indulgence by the RLDA to the said Successful Bidder/ Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of RLDA shall be valid and unquestionable.

7. We, ________________________ further state that ours is a nationalized/scheduled bank having a net worth of Rs. 1000 Crores or more which is a prerequisite as stipulated by RLDA for issue of the said bank guarantee bond.

8. This guarantee will not be discharged due to the change in the constitution of the bank or the Successful Bidder/ Lessee.

9. We ________________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RLDA in writing.

10. Any demand by RLDA for encashment of the BG Bond shall be deemed to have been duly served : if delivered by hand, when left at _______________(address of the issuing branch); and if given or made by pre-paid registered post or facsimile transmission, when received at _____________(address of issuing branch of the Bank) or by email at email id _________________ (email of the issuing branch) on the fax no.________(for the purposes of facsimile transmission)

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the day, month and year first above mentioned through its duly authorized representative.

SEAL OF THE BANK

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE BANK

BY SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK________________________________
NAME AND DESIGNATION____________________________
ADDRESS OF THE BRANCH___________________________
TELEPHONE & FAX NO ____________________________
SIGNATURES OF THE WITNESSES____________________
NAMES OF THE WITNESSES_________________________
ADDRESSES OF THE WITNESSES_____________________

Note: Bank Guarantee Repository System (BGRS) in RLDA – While issuing Bank Guarantee applicant must mention receiver's details as ICICI Bank IFSC ICIC0000007, Branch Connaught Place, New Delhi, at which SFMS IFN 760 message shall be sent by issuing Bank through SFMS, to establish the authenticity of issued BG.

11/1/25

Form No. 14: Form of Lease Agreement

Bid Document No :- (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

This LEASE AGREEMENT (**"Lease Agreement"**) dated this [•] day of [•] 20xx (**"Effective Date"**) is entered into at ________ by and between:

1. Rail Land Development Authority, a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) having its office at ______________________________________ ________ (hereinafter referred to as **"RLDA"**, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr.__________________, the Authorized Signatory, as authorized vide Office Order No.________ dated ______________ of the **FIRST PART**;

AND

2. [*insert name of the Lessee*], a company incorporated under the Companies Act, 2013 and having its registered office at [*insert address*] (hereinafter referred to as the **"Lessee"**, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr.__________________, the Authorized Signatory, as authorized vide Board Resolution dated ______________ of the **SECOND PART**.

   (Each of the parties of the **FIRST and SECOND parts** are hereinafter, as the context may admit or require, individually referred to as a **"Party"** and collectively as the **"Parties"**).

WHEREAS

A. RLDA is a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) with the obligation, *inter alia*, of development on Railway Land for commercial use, entrusted to it by the Central Government (Ministry of Railways) for the purpose of generating revenue (required by Railways for up-gradation / maintenance of its network) by non – tariff measures.

B. RLDA intends to undertake commercial development over a land area of approximately ______ Sqm of Railway Land at ______________ as described, more particularly in _________ (the **'Site'**).

C. As part of the proposed development of the Site, RLDA had conducted a competitive bidding process by inviting proposal in the form of bids (the **"Bid"**) vide its Bid Notice no. _____ dated _____ to undertake the development of the Site, on the terms and conditions specified herein.

D. The [*Name of the Selected Bidder entity and in case of a consortium, name of all the members of the Selected Bidder entity*] (the **'Selected Bidder'**) was the successful bidder and was issued the Letter of Acceptance (the **"LOA"**) dated __________ by RLDA.

E. The Selected Bidder has, in accordance with the LOA, promoted and incorporated the Lessee as a company under the provisions of the Companies Act, 2013 and the Selected Bidder and the Lessee have, by their letters dated _______ and _______

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE

respectively, requested RLDA to accept the Lessee as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.

F. The Lessee/Selected Bidder[5], in compliance of the terms and conditions of the LOA, has:

(a) paid to RLDA an amount of ` _________ towards the First Installments of the Lease Premium as specified in the LOA, in the following manner:

(i) ________________________________;

(ii) ________________________________;

and

(b) deposited with RLDA a bank guarantee of value ` _____ (Rupees _______ only) no. [______ *issued by* ___ *dated* ___ on [*insert date*] (the **"Performance Guarantee"**).

G. The Lessee is desirous of acquiring lease rights over the Site for the purposes of conceptualizing, designing, financing, construction, marketing, leasing, operating and maintaining the Assets upon the Site.

H. RLDA has agreed to grant to the Lessee, the lease rights and other rights in the Site *[and license and right to access the Redevelopment Land for designing, financing, constructing and vesting of the Redevelopment Assets]* subject to the fulfillment of the Conditions Precedent and upon the fulfillment of the other obligations of the Lessee as contained herein in accordance with the terms and conditions of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Lease Agreement and related Lease Documents (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree to the terms and conditions specified herein:

1. RLDA grants to the Lessee, the Site on lease for a period of ___ years from the Effective Date on the terms and conditions contained in the following documents which shall be deemed to form a part of this Lease Agreement:

a) The Letter of Acceptance dated____;

b) Bid Documents

The Lessee shall carry out the Development Project on the Site leased out to it *[and the Redevelopment Project on the Redevelopment Land]* in accordance with the provisions of the Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Lease Agreement to be signed in their respective names as of the day and year first above written.

[5]Strike out whichever is not applicable.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

FOR AND ON BEHALF OF **Rail Land Development Authority** By ...., Authorized Representative	Witness 1. Signature Name Address 2. Signature Name Address
FOR AND ON BEHALF OF ***[name of the Lessee]*** By ...., Authorized Representative	Witness 1. Signature Name Address 2. Signature Name Address

11/6/24

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

SCHEDULE - I

PART – B

DCR Norms

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/1/25

SCHEDULE - I

PART – A

SITE DESCRIPTION AND SITE PLAN

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/1/25

SCHEDULE - I

PART – C

SITE INVENTORY

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/1/25

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

LUCKNOW BUILDWELL PRIVATE LIMITED

SCHEDULE - II

ASSETS

(To be reproduced from LDHB Part-V Schedules and Specifications)

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

SCHEDULE - III

PROJECT UTILITIES

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/6/24

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LTD.

SCHEDULE - IV

SCHEDULE OF PAYMENT

(Bid Form-12, submitted by the Bidder should be reproduced)

SCHEDULE –V

MANDATORY WORKS

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/1/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

SCHEDULE – VI

SPECIFICATIONS OF MANDATORY WORKS

(To be reproduced from LDHB Part-V Schedules and Specifications)

11/1/25

NEW DELHI
RAIL LAND DEVELOPMENT AUTHORITY

SCHEDULE – VII

DRAWINGS OF MANDATORY WORK

(To be reproduced from LDHB Part-V Schedules and Specifications)

Form No. 15: Performance Guarantee

Bank Guarantee bond for Performance Guarantee

(To be executed on Non Judicial Stamp paper of Rs. 100/-)

Date:

No.

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

In consideration of the Rail Land Development Authority (hereinafter called "The RLDA) having agreed to exempt_______________________ (hereinafter called "The said Selected Bidder/ Lessee) from the demand, under the terms and conditions of Bid Documents/LOA No./ Agreement ___________________ dated ______________ made between RLDA and _______________________________for_____________________ (hereinafter called "the said LOA/Lease Agreement), of security deposit, for the due fulfillment by the said Selected Bidder/ Lessee of the terms and conditions contained in the said Bid Documents/Lease Agreement, on production of a Performance Bank Guarantee Bond for Rs._______________ (Rupees___________________ only) we, __________________ (hereinafter referred to as the bank") at the request of _____________________ Selected Bidder/ Lessee do hereby undertake to pay to the RLDA any amount not exceeding Rs. ______________________ against any loss or damage caused or suffered or would be caused to or suffered by the RLDA by reason of any breach by the said Selected Bidder/ Lessee of any of the terms or conditions contained in the said Bid Documents/ Lease Agreement.

2. We _____________________________ (Indicating name of the bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a demand from the RLDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RLDA by reason of breach by the said Selected Bidder/ Lessee of any of the terms or conditions contained in the said LOA/Lease Agreement or by reason of the Selected Bidder/ Lessee failure to perform the obligations under the said LOA/Lease Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ________ (Rupees _____________________________).

3. We undertake to pay to the RLDA any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder/ Lessee in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the day, month and year first above mentioned through its duly authorized representative.

SEAL OF THE BANK SIGNED, SEALED AND DELIVERED

ON BEHALF OF THE BANK BY

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK____________________

NAME AND DESIGNATION____________________

ADDRESS OF THE BRANCH____________________

TELEPHONE & FAX NO ____________________

SIGNATURES OF THE WITNESSES____________________

NAMES OF THE WITNESSES____________________

ADDRESSES OF THE WITNESSES____________________

Note: Bank Guarantee Repository System (BGRS) in RLDA – While issuing Bank Guarantee applicant must mention receiver's details as ICICI Bank IFSC ICIC0000007, Branch Connaught Place, New Delhi, at which SFMS IFN 760 message shall be sent by issuing Bank through SFMS, to establish the authenticity of issued BG.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder/ Lessee shall have no claim against us for making such payment.

4. We ______________________ (Indicating name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said LOA/Lease Agreement and that it shall continue to be enforceable till all the dues of the RLDA under or by virtue of the said LOA/Lease Agreement have been fully paid and its claim satisfied or discharged or till RLDA certifies that the terms and conditions of the said LOA/Lease Agreement have been fully and properly carried out by the said Selected Bidder/ Lessee and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ____________ we shall be discharged from all liability under this guarantee thereafter.

5. We ______________________ (Indicating name of the bank) further agree with the RLDA that the RLDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA/Lease Agreement or to extend time of performance by the said Selected Bidder/ Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the RLDA against the said Selected Bidder/ Lessee and to forbear or enforce any of the terms and conditions relating to the said LOA/Lease Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Selected Bidder/Lessee or for any forbearance, act or omission on the part of the RLDA or any indulgence by the RLDA to the said Selected Bidder/Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of RLDA shall be valid and unquestionable.
7. We, ___________________________ further state that our bank is a nationalized/scheduled bank having a net worth of Rs. 1000 crores or more which is a prerequisite as stipulated by RLDA for issue of the said bank guarantee bond.
8. This guarantee will not be discharged due to the change in the constitution of the bank or the Selected Bidder/ Lessee.
9. We ________________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RLDA in writing.
10. Any demand by RLDA for encashment of the BG Bond shall be deemed to have been duly served : if delivered by hand, when left at ______________(address of the issuing branch); and if given or made by pre-paid registered post or facsimile transmission, when received at ____________(address of issuing branch of the Bank) or by email at email id ______________ (email of the issuing branch) on the fax no.________(for the purposes of facsimile transmission)

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL

Form No. 16: Sample Form of MoA of SPC
(Under The Companies Act, 2013)
(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION
OF

"______________________________"

I. The name of the company is "______________________"

II. The registered Office of the Company will be situated in the State of ___________-

III. The objects for which the company is established are:

A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To develop **Commercial Development of approximately 21,215 sqm of Railway land Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period**. Railway land/air space to be leased to the company by Rail Land Development Authority (RLDA) on design build finance operate and transfer model as laid down in the lease agreement and other documents to be entered into with RLDA and to take all actions as may be required for development of the project.

2. To carry on the business of promoters developers, builders, managers, architects, contractors, sub-contractors, planners, designers, construction engineers, decorators, interior decorators, fabricators, engineers, survivors, appraisers, mortgagors of commercial complexes and to engage in all types of construction activities incidental or in relation to the project carried on by the Company at railway land leased to the company by RLDA in term of object 1 above.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTSARE:-

1. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main objects of the Company.

2. To acquire, build, alter, maintain, enlarge, remove or replace and to work manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main Objects of the company.
3. To carry on and transact every kind of guarantee, corporate guarantee and counter guarantee business and to guarantee the payment/repayment of loans borrowings of any nature whatsoever granted by any institution and/or any person to any individual firm(s) association of person and money secured by or payable under or in respect of

stocks, bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations and securities of any company whomsoever whether incorporated or not.

4. To purchase, take on lease or tenancy or in exchange, hire take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work concessions, grants, decrees, licenses, privileges, claims, potions, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary for the main objects of the Company.

5. To pay for preliminary and pre-incorporation expenses of the Company.

6. To exchange, mortgages, royalty or tribute grant licenses, easements options and such other rights over and dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other company having objects whole or in part similar to those of the Company.

7. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.

8. To advance money, either with or without security and give credit to such persons (including government) and upon such terms and conditions as the Company may deem fit to attain the main objects of the Company provided that the Company shall not carry on banking business within the meaning of Banking Regulation Act, 1949.

9. To undertake financial and commercial obligations, transactions and operations of all kinds, in connection with the main of the company.

10. To guarantee the performance of any contract or obligation and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Company.

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main objects of the Company.

12. To subscribe for acquire, hold and dispose of shares, share-stock, debentures, bonds, debenture-stock, mortgages, obligations securities of any kind issued or guaranteed by any company (body corporate/undertaking) of whatsoever nature and howsoever constituted and to subscribe for acquire and hold shares, debentures and debenture-stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any government, trust, municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main objects of the Company.

13. Subject to the provisions of section 77 of The Companies Act, 2013, to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper and to hold, invest in shares or stock as may be necessary for the main objects of the Company.

14. Subject to Sections 58A, 292, 293, 295 and 372A of the Act and Rule and Regulations made there under and the directions issued by Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present of future) including its uncalled capital and also by similar mortgage, change or lien to secure and guarantee the performance by the Company, or any other such person or Company of any obligation undertaken by the Company.

15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading debentures and other negotiable or transferable instruments or securities.

16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents patent rights, brevets, inventions trademarks, designs, licenses, protections, and concessions conferring any exclusive or non-exclusive or limited right to their use or other information as to any invention, process or privileges which may seem capable of being used for the main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use exercise develop or grant licenses or privileges in respect of the property rights and information so acquired.

17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LTD.

18. To do all or any of the main business activities either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company in authorized to carry on or possess property, suitable for the main objects of the Company.

20. To procure the registration or recognition of the company in or under the laws of any place outside India.

21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with such promotion or incorporation and to remunerate any person or company in any manner it shall fit for services rendered or to be rendered in or about the promotion of any other such company in which the Company may have any interest.

22. Subject to the provisions of Sections 391 to 394A of the Companies Act, 2013 to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal rights with any person or persons or company or companies carrying on or engaged in the main objects of the Company.

23. To enter into any arrangements and take all necessary or proper steps with government or with other such authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the main objects of the Company or effecting any modification in the constitution of the Company or for furthering the interests of the members and to oppose any such steps taken by any other such company firm or person which may be considered likely directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company and charters, contracts, decrees, rights, grants, loans, privileges or concessions which the company may think it desirable to obtain and carry out exercise and comply with any such arrangements, charters, decrees, rights, privileges of concessions.

11/6/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

24. To adopt such means of making known the main objects of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.

25. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise vest any real or personal property, rights or interests acquired by or belonging to the company in any person of Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.

    (b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/ or their dependents heirs and children and for deserving objects any other persons, also to act as trustees.

26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or other at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly co-operative and such other societies, reading rooms, libraries educational and charitable institutions, dinning and recreation rooms, temples, churches, chapels, school and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.

27. To give pecuniary otherwise to any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.

28. To subscribe or guarantee money for any national, charitable benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 293, 293A & 293B of the Act.

29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or are allied to or associated with the company or with any subsidiary Company or who are or were at any time Directors or Officers of the company as

aforesaid and the wives, widows, families and dependents of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

30. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

C. OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:- NIL

IV. The liability of the members is limited and this liability is limited to the account unpaid, if any, on the shares held by them.

V. The Authorized share capital of the company is Rs.---------------------- (Rupees____) divided into ----------------- (---------) Equity shares of Rs.------------ ------- (---------------------) each. The minimum Paid-Up Share Capital of the Company shall be Rs.__(_____).

VI. We the several persons whose names and addresses are subscribed ----- are desirous of being formed into a company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

S. No	Name, Address, Description and Occupation of the Subscriber	Number of Equity Shares taken by the subscriber	Signature of subscriber	Signature, Name, Address, Description and Occupation of the Witness
(1)	(2)	(3)	(4)	(5)

I hereby witness the signatures of all the subscribers.

Place:

Date:

Witness of above signatures:

1.

2.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

BID FORM 16A: UNDERTAKING FROM BIDDER FOR NOT WINDING-UP AND/OR NOT AMALGAMATION OF THE SPC

Bid No. (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

{To be printed on the authorized Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}.

Date:

To,

The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B. 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

Sub:- Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period.

Dear Sir,

We hereby confirm and undertake that we/our members in the Consortium (constitution of which has been described in the Bid) shall constitute a SPC under the Companies Act, 2013, as per requirement under Clause 8.0 of Part-I of Bid Documents (Regulation for Bids and Lease Agreements) for implementation of the project, We further undertake that the newly constituted SPC for implementation of the Project as mentioned above shall neither be winded-up nor amalgamated with any other company, till the lease agreement with RLDA is in force.

We also hereby agree that in the event of non-compliance of anything stated above, shall be construed as an event of default on the part of Lessee and thus liable for termination of the lease agreement.

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorized signatory)

For and on behalf of ____________

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE

BID FORM 17

Bid No. (RLDA/2024/RFP/CD-23 Dated 24.06.2024)

UNDERTAKING along with Article 19 of ITB (Part III of Bid documents) FORM OF UNDERTAKING TO BE SUBMITTED ON LETTERHEAD BY THE BIDDER ALONGWITH BID FORM (ORIGINAL) IN PURSUANCE OF ARTICLE No 19

Date:
Place:

To,
The Vice Chairman,
Rail Land Development Authority (RLDA),
702-B, 7th Floor, Konnectus Tower-2,
DMRC Building, Ajmeri Gate, Delhi-110002

Dear Sir,

Sub: Bid for **"Grant of Lease for Commercial Development of approximately 21215 sqm of Railway land of Pocket-F in Vibhuti Khand, Gomti Nagar, Lucknow for 60 years Lease period."**

This has reference to the Bid being submitted by ____________________ (mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the RLDA dated ________, 2024.

We hereby confirm and undertake the following:

1. That we have read the Article No 19 of the Bid Documents. The said Article to the Bid Documents is acceptable to us and we are placing Bids after being fully aware of the terms and conditions thereof.

2. That we shall pay Bid Security online on the RLDA E-Bid Portal using E-Payment gateway.

3. That owing to the COVID-19 lockdown/phases of un-lockdown, the Bid Form (Original), other Bid Forms, Undertaking, Affidavits and Other supporting Documents are being submitted by us in soft copy, duly signed and stamped by the Bidder, and/or duly signed by the Architect and Statutory Auditor or Chartered Accountant, where required, as per the instructions contained in the Addendum.

4. That we undertake to file all documents as applicable to us in hard copy, complete in all respects, i.e., duly notarised / attested executed on stamp papers, as required as per Addendum Last Article within 60 days of lifting of lockdown/phases of unlockdown or as called by RLDA failing which, it shall lead RLDA to consider the Bid as withdrawn and forfeit our bid security under clause 12.6 (b) of Part I of bid documents

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LTD

PART-IV

SPECIAL CONDITIONS OF LEASE AGREEMENT

11/6/25

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

OR cancel the LOA along with forfeiture of bid security on account of lack of earnestness on our part , as the case may be.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Date:
Place:

Seal of the Bidder/ (Signature of the Bidder/Authorized Signatory)

{Lead Member of the Consortium} (Name and designation)

****End of Part-III*****

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Digitally signed by ANUBHAV TRIPATHI
Date: 2024.06.2? 12:23:2? IST
Reason: PDF Authenticated

PART-IV
SPECIAL CONDITIONS OF LEASE AGREEMENT

The following Special Conditions of Lease Agreement shall supplement the General Conditions of Lease Agreement (GCLA). Whenever there is a conflict, the provisions herein shall prevail over those in the GCLA.

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
Appointed Date	1.	1.1.6	180 days from Effective Date.
Sub-Lessee	2.	New Definition	"Sub-Lessee" shall mean the party with whom the Lessee executes the Sub-Lease Deed.
Term	3.	1.1.93	**60 years**
Cure period	4.	1.1.22	Article 1.1.22 shall be read as:- "**Cure Period**" shall mean a period of 60 (sixty) days or such maximum prescribed provided to the Selected Bidder/Developer/Party to cure the default of contractual obligation in terms of the agreement".
Encumbrances	5.	1.1.32	Article 1.1.32 shall be read as:- "**Encumbrances**" shall mean any mortgage, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, or other condition, commitment. The word "encumber" shall be construed accordingly. This excludes any specific agree mentor contract surviving the Term, at the express discretion of RLDA.
Marketing Rights	6.	New Definition	"Marketing Rights" shall have the same meaning as set out in Article 13 of Part II (GCLA) of this RFP.
Sub-Lessee	7.	New Definition	"Sub-Lessee" shall mean the party with whom the Lessee executes the Sub-Lease Deed.
Right of way to the site	8.	2.4	RLDA shall provide to the Lessee Right of Way to the site not later than 30 days from the effective date.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
Procurement of Approvals	9.	2.5.1(a)	The existing Article 2.5.1 is supplemented with line "Without prejudice to anything contrary contained in the bid documents, the lessee will be solely and exclusively responsible for consequences of failure to obtain any such approvals".
Land Use of Site	10.	2.5.1(b)	**Further addition to Clause 2.5.1 shall be read as under:** The existing land use of subject site is "Commercial Zone with sub category as City Centre" as per Lucknow Master Plan 2031. The Proposed development is Commercial.
Condition Precedent	11.	Article 4	Applicable.
Site area variation	12.	5.0	Applicable. Lease Premium and Annual Lease Rent shall increase or decrease depending upon actual site area. Additional Lease Premium and/or Annual Lease Rent shall increase in proportion to the increase firstly in land area and then in base FAR of 2.
Scope of development and Additional Lease Premium & Annual Lease Rent	13.	5.1& 5.4	(a) Present Bid has been invited for subject land as shown in enclosed site plan in Part-V of RFP with offered FAR of 2 as mentioned in Bid Form-12. No reduction in the Lease Premium and Annual Lease rent shall be allowed to the Developer, if the specified FAR offered is technically achievable at the time of sanction of the project plans. (b)The offered Lease Premium and Annual Lease Rent in form-12 of part-III of Instructions to Bidders and Bid Forms of present RFP are for Floor Area – 42,430 sqm as per proposed FAR of 2.In this regard, bidder/s shall note that after issue of Letter of Acceptance to successful bidder in subject tender or at any time upto approval of successful bidder/Lessee's Building plans for commercial development of subject site by concerned authority & RLDA (i.e. before commencement of construction of building by lessee on subject site), if RLDA came to

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			know that the maximum permissible Floor Area at subject site is more than the above mentioned Floor Area of 42,430 sqm as per applicable Building Bye-laws or Rules of state Government /concerned local body of state government and same is technically achievable, then the above offered Lease Premium and Annual Lease Rent shall be increased by RLDA on pro-rata basis to cater for increased Floor Area over the Floor Area of 42,430 sqm mentioned in bid document of subject site even if the Selected Bidder/Lessee did not utilize such increased Floor Area for Commercial Development of subject site.
Interest Rate on Lease Premium installments and Additional Lease Premium Installments.	14.	5.2.2	New Clause should be read as, Interest shall be payable on the total outstanding amount of the Lease Premium, Additional Lease Premium, at rate of Interest specified in the Schedule of Payment mentioned in Bid Form-12of Part-III of Bid Document.
Additional Lease Premium and Annual Lease Rent	15.	5.4.1	In the 1st formula the "Additional Lease Premium" will be replaced by the "Sum of (Revised Lease Premium + if applicable, Revised Cost for purchase of Premium FAR as the case may be)". & "Additional Floor Area" on right side in the formula will be replaced by "Revised FAR Area", "Reference Floor Area" will be replaced by "Reference FAR Area" & "Lease Premium" will be replaced by the "Sum of (Lease Premium + if applicable, Revised Cost for purchase of Premium FAR as mentioned in Bid Documents)". The revised formula can be seen in Row after this column. The line mentioned in last Para 5.4.1 "Further, if additional Floor Area proposed has resulted from an additional FAR procured by the Lessee on payment of full cost for the same to a

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			Government Authority or a private party having such rights, not forming part of a general notification by a Government Authority for the area, no additional Lease Premium shall be payable by the Lessee to RLDA" is replaced with following line- "Further, if additional Floor Area proposed has resulted from an additional FAR procured by the Lessee on payment of full cost for the same to a Government Authority or a private party having such rights, not forming part of a general notification by a Government Authority for the area, additional Lease Premium shall be payable by the Lessee to RLDA as calculated above".

$$\frac{\textit{Revised Consideration}}{\textit{Original Consideration}} = \frac{\textit{Revised FAR Area (For Lessee/Developer)}}{\textit{Reference FAR Area (For Lessee/ Developer)}} \times \frac{\textit{New Circle Rate}}{\textit{Reference Circle Rate}} \times \frac{\textit{Remaining Term}}{\textit{Term}}$$

where

Original Consideration = "Sum of (Lease Premium + if applicable, Cost for purchase of Premium FAR as mentioned in Bid Documents)".

Revised Consideration = "Sum of (Revised Lease Premium + if applicable, Cost for purchase of Premium FAR as the case may be)".

Reference Circle Rate = As defined in Clause 16 of SCLA Part IV of Bid documents

Reference Circle Rate	16.	5.4.1	The reference circle rate of the subject site shall be the latest prevailing circle rate of Vibhuti Khand Gomti Nagar, Lucknow area as applicable on the date of opening of bid.
Total Development Period	17.	10.3	In the frontline, the development period shall be read as 4 (four) years.
Signages& Steel Hoardings at Site	18.	9.2	Following is added:- The Lessee shall design & provide suitable number of signages, in consultation with the Nodal Officer of site, for the development

NEW DELHI RAIL LAND DEVELOPMENT AUTHORITY

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			project as well as Railways redevelopment project depicting the name of the project, name of RLDA and the Lessee with respective logos, during as well as after completion of the project. The Signages to be provided on top of buildings or suitable steel hoardings, as found suitable. The Lessee shall submit the design of the signage to the Nodal Officer for approval.
Period of Maintenance for Railway Development works/ Project	19.	11	Not Applicable.
Marketing and sub leasing	20.	13.1	The Marketing & Sub-Leasing Rights of the Lessee will be supplemented by: "The Lessee shall be given controlled and regulated marketing rights. Lessee will market, through Agreement to Sub-Lease, the percentage Floor Area equal to the percentage of Lease Premium that has already been paid to RLDA." 100% marketing Rights shall be given to Lessee if the Lessee submits Bank Guarantees for all outstanding amounts against the Lease Premium, including interest and GST thereon.
Marketing and Sub-Leasing	21.	13.1.1	Clause 13.1.1 Shall be read as: "All amounts due and payable by third parties pursuant to marketing by the Lessee should be paid through Demand draft or account payee Cheque and be deposited in either the Escrow Account (if applicable) or a designated bank account of the Lessee. The Lessee shall furnish the details of the designated bank account to RLDA prior to undertaking any marketing in respect of the Project. Further the Lessee shall not utilize the receipts from the marketing/Sub-leasing except towards meeting with the expenses in executing the Project and making payments of Consideration to RLDA until the entire Project is completed and Completion Certificate is issued by the Nodal Officer.

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
Marketing and sub leasing	22.	13.2 (a)	Para13.2(a) shall be read as: "The Lessee shall not sub-lease the site. However, the Lessee shall have right to sub-lease, sub-let and license of the built up space constructed on the Site leased to him.
Marketing and sub leasing	23.	13.2 (b)	Para13.2(b) shall be read as under: The draft of Sub-Lease Deed shall be prepared by the Lessee complying with the requirements under the Lease Agreement as per typical draft specified at Annexure-C to the GCLA and shall have to be pre-approved by the Nodal Officer. However, draft format of Annexure-C shall be suitably modified and drafted by lessee duly incorporating the provisions of Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as "RERA") and any other applicable laws for successful Marketing and Sub-Leasing but within the provisions of Rules and Regulations of RLDA published under gazette notification from time to time. The draft format shall be drafted by a legal counsel of the Lessee in consultation with RLDA same shall be vetted and approved by RLDA and its legal counsel, within 30 days of submission of the draft format by the Lessee. In case, the Sub Lease Deed is required to be registered prior to issue of the Completion Certificate by RLDA, same shall be permitted by suitable amendment in Article13 of GCLA subject to suitable safety measures in the Escrow Account mechanism.
Marketing and Sub-Leasing	24.	13.2	Clause 13.2 Shall be supplemented by Clause 13.2 (h) and be read as: "The Lessee shall have 100% marketing and sub-leasing Rights on submission of Bank Guarantees for all the outstanding amounts against the Lease Premium, including GST, interest thereof."
Sub-Lease Deed	25.	13.2 (b) and Annexure – C of GCLA	The word "Form of Sub-Lease Deed" to be read as "Form of Sample Sub-Lease Deed. However, the format of Sample Sub-Lease Deed shall be approved by RLDA before

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			execution by the Lessee.
Sub-Lease Deed	26.	Annexure – C of GCLA	The word "Sub-Lease Deed" in heading to be read as "Sample Sub-Lease Deed. However, the format of Sample Sub-Lease Deed shall be approved by RLDA before execution by Lessee. Article-IV Consideration 4.2 in consideration for the grant of the sub – lease by the lessee to the sub –lessee under this Sub-lease Deed, the Sub- Lessee hereby agrees to pay to the lessee. (i) A sublease rent starting at Rs......... (Rupees..........only)in advance (monthly/quarterly/yearly) prior to the 7th day of month/quarter/year throughout the sub lease Term. The rent shall get increased by......% (specify subject to minimum of 15%) every three calendar years effective on the 1st January end. (ii) Sub lease premium amount of Rs.........for sub lease period of ....Years.........Months ....Days (sub lease ending on............).Accordingly the sub lessee has already paid Rs..........(Rupees ....) as upfront Sub lease premium for........... Sub lease period in ....years .... months...........days ending on ....) Vide ....bank cheque no..............dated .... to the lessee.
Scope of project and intent of the Agreement	27.	2.1.3	Apply for and obtain all Applicable Permits at **Lessee's own cost, expenses and charges** required for the Project, including plans for construction of building/s and other structure/s thereon for such uses and purposes as described herein.
Extension of time of payment for delay on account of the Lessee	28.	14.4	Article 14.4 shall be read as under: **Extension of time of payment for delay on account of the Lessee:-** The time fixed for making various payments to RLDA by the Lessee specified in the Agreement documents shall be deemed to be the essence of the Agreement and the Lessee must make these payments not later than the dates as specified in the Agreement. If the Lessee fails to make these payments with in the time as specified in the Agreement for reasons other than the reason specified in

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			Article14.1 it shall be construed as a Payment Default on behalf of the Lessee and RLDA may, if satisfied that the overdue payment can be made by the Lessee with in reasonably short time thereafter allow the Lessee extension of date(s) of such payment(s) as the Nodal Officer may decide. On such extension, RLDA will been titled without prejudice to any other right and remedy available on that behalf to recover from the Lessee damages as agreed and not by way of penalty a sum computed at an annual rate of interest of 3% higher for first year and another 3% higher for the next year than the rate of interest specified in Schedule of Payment for the actual delay (in number of days) in making the payment. For the purpose of this sub-clause, the maximum period of extension that can be granted shall not exceed two years. The rate of interest shall be 14.75% per annum for the extension/delay of first year and 17.75% per annum for the second year of the extension/delay.
Escrow Account	29.	15.10	In end of the para following sub-para 15.10.3 is added. Escrow Agreement shall be terminated if the Lessee submits Bank Guarantees for all outstanding amounts against the Lease Premium and Additional Lease Premium including interest thereof and applicable GST thereon. The draft format annexed as Annexure-A "Format of Escrow Agreement" appearing in GCLA may be modified and drafted by the Lessee duly incorporating provisions to meet the requirement of the Lender Bank, RERA, GST & any other provisions of the Applicable Laws. The draft format shall be drafted by a team of legal counsel and taxation expert selected by the Lessee after consultation with RLDA only. Same shall be examined by RLDA

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
			through an independent legal & financial expert before approval within 45 days of submission of the draft format by the Lessee. The decision of RLDA shall be final in this regard.
Right of First Refusal in Fresh Bidding	30.	20.2	Applicable.
Vesting Provisions	31.	20.3	The existing Article is supplemented with "The Lessee shall handover all the Assets and Project Utilities along with the approvals and N.O.C's from Govt. Departments".
Termination and substitution	32.	21.5	"Notwithstanding anything to the contrary, RLDA shall be entitled to determine and terminate the Agreement by giving a due notice, if the site is required for Railway's operational use and the Lessee hereby expressly waives his right to challenge the same".
Termination Payment	33.	22.1.3	The maximum Cost of Assets (COA) will be **Rs. 128.19 (Rupees One Hundred Twenty Eight Crore Fifty Four Lakh Only)** or actually incurred by the Lessee whichever is lower. In case of any variation in land area of Site, pro-rata variation in COA shall be applicable. Further, the termination payment calculations will also be based on proportionate to effective FAR actually achieved by the developer. WPIe = As on the date of signing of agreement.
Excepted Matters	34.	23.4	Article 23.4 shall be read as under : "All disputes in connection with the Agreement, which are not resolved by mutual consent in terms of Article 23.1 and subsequently not resolved by reference to Conciliation Committee in terms of Article 23.2, such unresolved disputes only, shall be referred by either Party to Arbitration provided that matters for which provisions have been made in Article2.5.2 ,Article5, Article8.17, Article14.2.3, Article 20, Article 21, Article 22.5, Article 25.3 shall be deemed as Excepted Matters (matters not arbitral) and the decision of RLDA thereon

RAIL LAND DEVELOPMENT AUTHORITY NEW DELHI

LUCKNOW BUILDWELL PRIVATE LIMITED