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**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
MAIN ADMINISTRATIVE BUILDING,
SECTOR-VI, NOIDA-201301**

Registered

No. Noida/Res.Plots/GHP/2006/

Dated: 26/6/2006

M/s UNITECH HI-TECH DEVELOPERS LTD.
UNITECH HOUSE, SOUTH CITY-I
GURGAON,
HARYANA

Subject: **Acceptance of bid & allotment of Group Housing Plots in Sector - 96, 97 & 98 under Group Housing Scheme for allotment of Express City**

Dear Sir,

In continuation of letter No.Noida/OSD(Res)/Express City/2006/5568 Dated 30-5-2006 Group Housing Plots in Sector 96, 97 & 98 Approximate Measuring 13,74,000.00 Sqm is allotted to you as per terms and conditions mentioned in the brochure of the scheme and as per details given below:-

1	Allotted Plots in Sector	96, 97 & 98
2.	Plot area in Sqm. (Approx)	13,74,000.00 Sqm
3	Rate of plot as per highest bid (per Sqm.)	Rs. 11,520.00
4	Total Premium of the total allotted area	Rs. 15,82,84,80,000.00
5.	10% of the total premium (including earnest money) deposited	Rs. 1,58,28,48,000.00
6.	Allotment money. (balance 15% of the total premium payable within 120 days from the date of issue of acceptance cum allotment letter dated 30.5.2006 along with interest @ 11% as per clause 8.2 of the brochure)	Rs. 2,37,42,72,000.00
7.	Balance 75% of the plot premium payable in 10 half yearly instalments	Rs. 11,87,13,60,000.00

1. You are requested to deposit the above money of Rs. 237,42,72,000.00 (two hundred thirty seven crores, forty two lacs & seventy two thousand only) within 120 days from the date of issue of acceptance cum allotment letter. In case of failure to deposit the amount within stipulated period, acceptance of bid for the plot shall stand automatically cancelled and in such an event 10% of the amount deposited by you plus any interest so deposited shall be



forfeited and the plot shall vest with the Authority. You are therefore requested to ensure deposit of above amount in time and submit copy of deposit challan in this office. In case of failure to deposit the required amount cancellation will be exercised and entire earnest money deposited shall be forfeited. However, in exceptional circumstances an extension of time for payment of balance premium where NOIDA is satisfied that sufficient reasons exist for doing so, upto a maximum of 30 days after allowed period of 120 days on payment of interest @ 14% per annum or the rate prevailing at the time of such extension whichever is more for delayed period on defaulted amount can be granted. Such application for seeking extension of time should be submitted to the Chief Executive Officer, NOIDA in person atleast 7 days before the last date for making the payment of balance premium.

- 1.1 Thereafter balance 75% will be payable in 10 half yearly instalment with interest @11% compounded half yearly on the outstanding amount from the date of allotment. In case of default in any of the above payments, penal interest will be charged @14% per annum or the rate prevailing at the time of such extension whichever is higher compounded six monthly on the outstanding premium and lease rent. 1st instalment will fall due after 6 months from the date of acceptance cum allotment letter. In case of defaulter in three or more consecutive instalments, the cancellation will be exercised and the money deposited will be forfeited. The payment schedule is given below.

Sl no	Due Date	Instalments in Rs	Interest in Rs	Total in Rs
1	30.11.2006	1187136000.00	652924800.00	1840060800.00
2	30.05.2007	1187136000.00	587632320.00	1774768320.00
3	30.11.2007	1187136000.00	522339840.00	1709475840.00
4	30.05.2008	1187136000.00	457047360.00	1644183360.00
5	30.11.2008	1187136000.00	391754880.00	1578890880.00
6	30.05.2009	1187136000.00	326462400.00	1513598400.00
7	30.11.2009	1187136000.00	261169920.00	1448305920.00
8	30.05.2010	1187136000.00	195877440.00	1383013440.00
9	30.11.2010	1187136000.00	130584960.00	1317720960.00
10	30.05.2011	1187136000.00	65292480.00	1252428480.00

- 1.2. The allottee shall furnish a bank guarantee of nationalised bank equivalent to one instalment alongwith interest on or before the execution of lease deed and renewable till the total outstanding dues are cleared.

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- 1.3. The Developer will have to open an Escrow account in nationalised bank wherein all inflows and realisations from sale/sub-lease of the plot, buildings and facilities shall be deposited. The funds accumulated in this account shall be used for the purpose of development of this project. The account shall be maintained operational till the Developer has met his entire obligation of payments to NOIDA. The tenderer shall also create a Maintenance Reserve for the purpose of maintenance of the common areas and facilities of this project.
- 1.4. Successful tenderer can make the full payment of premium within 60 days from the date of issue of allotment / acceptance letter without any interest.
- 1.5. Non-compliance/defaulters of clause 1 & 1.1 as mentioned above the tender is liable to be cancelled duly forfeiting the money deposit

2. PERMISSIBLE USES

2.1.1. Recommended Site Details for Express City at Sectors 96-97 and 98.

- Land Use As Per Noida Master plan, 2021– Residential
- Predominant Use – Express City
- Land Area – 13,74,000 Sq Mtr (Approx)
- The layout of the site is given at the end of this document.
- The land-use break up for the total sector area shall be as follows.

Sl. No	Land Use	Percentage of Gross Area
1.	Institutional	Min 12%
2	Recreational Parks & Open spaces	Min 18%
3	Roads, Public Parking	Min 20%
4	Residential	MIN 50%

The land use and % of area as prescribed in this scheme will not be changed in any circumstances. In future incase any change of land use is found, action for cancellation of plot will be taken.

2.1.2. The developer would be free to undertake plotted residential development or Group Housing or both. The Maximum Gross Residential Density permitted shall be 250 persons per hectare. There shall be no restriction on the size of plots and apartments.

2.1.3. The Developer shall adhere to the provisions of the Master Plan and Building Regulations and Directions or Building Bye laws of NOIDA for all other development regulations and building controls, unless expressly

provided in the tender document. The Developer shall also provide all public amenities & facilities like schools, health centres, etc. based on population norms as per the Noida Master Plan.

2.1.4. Permitted Land Uses in the context of Express City

RESIDENTIAL:

Any space that is utilized for the following purpose would be considered as residential space :

- Residential uses
- Staff Quarter

INSTITUTIONAL / PUBLIC FACILITIES / UTILITIES:

For the purpose of this scheme, the Institutional use shall include the following activities only.

- Waiting and transit areas.
 - Areas designated for public utilities i.e.
 - Travel Agency
 - (i) One 250 Bedded Hospital and 6 Clinics
 - (ii) Fire Station
 - (iii) Telephone Exchange
 - (iv) Electric Sub-Station
 - Water Works
 - (v) Bus shelters, Bus Depots / Terminals
 - (vi) Common Parking areas
 - Religious Building
 - Canteen
 - Library
 - (vii) 3 Nursery and 3 Senior Secondary Schools
 - Creche and Day Care Centre
 - Gym & Health Club
 - Banking Counters / ATMs
- of the above establishment of (i) to (vii) shall be essential while the developer will have the choice of setting up the other facilities.

3. PERIOD OF LEASE

The allotment of plot will be made on lease hold basis for a period of 90 years from the date of lease deed.

4. A writ petition is pending before the Hon'ble High Court Allahabad and allotment of Express City shall be subject to orders passed by the Hon'ble High Court.

5. GROUND RENT/LEASE RENT

In addition to tendered amount, the allottee/lessee shall have to pay yearly ground rent/lease rent in the manner indicated below:

- (A) The ground/lease rent shall be charged @ 1.3% p.a. of the total premium of the plot for the first 10 years from the stipulated date of execution of lease deed.
- (B) The ground rent/lease rent shall be enhanced after expiry of 10 years from the stipulated date of execution of lease deed.
- (C) Payment of interest @ 14% or as amended from time to time compounded half yearly on defaulted period on defaulted amount.
- (D) All payments made by the allottee shall first be adjusted towards interest due and thereafter balance shall be adjusted towards annual lease rent.

6. EXECUTION OF LEASE DEED AND POSSESSION

- (i) The cost of stamp duty for the purpose of execution of lease deed and sub-lease deed and expenses of registering the legal documents and all other incidental expenses will be borne by the allottee/lessee/sub-lessee.
- (ii) The successful allottee will have to execute lease deed and take over possession of the plot within 180 days from the date of allotment and after payment of 25% premium and interest as indicated in clause 1, 1.1 after completing of the formalities as indicated in the allotment letter. In case of allottee's failure to do so within the above stipulated period, the allotment of plot will be cancelled, 25% of the premium of the plot shall be forfeited. However in case of delay in execution of lease deed by the allottee, extension can be granted by the Chief Executive Officer or any other officer authorised by him subject to payment of penalty @ Rs. 10/- for 1000 sq. mtrs. per day.

7. IMPLEMENTATION OF PROJECT

- 7.1. The developer will get the approval of layout plan of different areas within 3 months from the date of possession.
- 7.2. The developer will start internal development work within one year from the date of possession.
- 7.3. The development of Residential, Institutional, and recreational, facilities will have to be done within 2 years from the date of possession.
- 7.4. The developer will have to complete 50% construction work within 4 years from the date of possession.
- 7.5. The developer will implement the complete project within 8 years from the date of possession.
- 7.6. Any relaxation of time in the implementation of the project will not be allowed. In case the project is not implemented by the developer within the stipulated period and any request for extension of time is received, the extension in exceptional circumstances will be granted by the Chief Executive Officer or

any other officer authorised by him on payment of extension charges as applicable at that time.

8. SURRENDER OF PLOT

The lessee can surrender the plot within 60 days from the date of allotment. In such case earnest money deposited will be forfeited. In case the plot is surrendered after 60 days from the date of allotment, in such case total deposited amount or 25% of total premium, whichever is less will be forfeited and remaining amount may be refunded without interest.

9. Transfer of Plots / Built up space

- 9.1. The Developer shall have the right to sell (transfer) the developed plot(s) and built up space as per approved layout /plans by Authority at its own price.
- 9.2. No transfer charges shall be applicable in case of first transfer of developed plot(s) and /or built-up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the CEO, Noida, shall be payable.
- 9.3. The Developer will prepare a Standard Lease Deed for lease agreements to be executed between him and the sub-lessee(s) and take the approval of Noida for the same. Only the approved, standard lease agreements shall be used for the transfer of plots or built up space to third parties by the Developer.

10. MAINTENANCE OF LAND & BUILDING

The maintenance of the entire project area will be the responsibility of the developer or the company constituted by the developer in this regard. That the lessee/sub lease shall make such arrangements as are necessary for maintenance of each plot area, building and common services and if the area is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, NOIDA will have the power to get the maintenance done through the Authority and recover the amount so spent from the lessee/sub-lessee. The lessee/sub-lessee will be individually and severally liable for payment of the maintenance amount. No objection on the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Chief Executive Officer, NOIDA in this regard shall be final.

11. AS IS WHERE IS BASIS

The plot will be accepted by the allottee on "AS IS WHERE IS BASIS". The tenderer is advised to visit the site before filing tender.

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12. COST OF STAMP DUTY

The cost of stamp duty for the purpose of execution of Lease Deed and expenses of registering the legal documents and its copies and all other incidental expenses will be borne by the allottee.

13. MORTGAGE

The lessee may, with the prior sanction of the Chief Executive Officer or any other officer authorized by him, mortgage the plot for availing a loan for implementation of project to any Government / Financial Institution subject to fulfilment of following.

- (1) After payment of full premium, interest thereon, upto date lease rent and interest thereon.
- (2) On submission of an undertaking from the Govt. / Financial Institution(s) to the effect that they will pay full premium of the plot, upto date lease rent alongwith interest as per clause no. 8 above. In both the conditions the first charge over the property will be of NOIDA Authority/Lessor.

14. LIABILITY TO PAY TAXES

The allottee/lessee will be liable to pay all taxes, charges, fee and assessment of every description in respect of the plot whether assessed, charged or imposed on the plot or on the building constructed thereon, by the lessor or any other competent authority.

15. OVER RIDING POWERS OVER DORMANT PROPERTIES

The Authority reserves the right to all mines, minerals, coals, washing gold, earth, oils and quarries, in over or under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching, for working and obtaining, removing and enjoy the same without providnig or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by the exercise.

16. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the allottee/ lessee fails to deposit the due money within the given time or such extended period as is allowed by the Chief Executive Officer or his duly authorised representative or commits any breach of the terms and conditions as laid down in this brochure/allotment letter/lease deed, the allotment/lease shall be liable to be cancelled/determined and 25% of total premium together with Lease rent, interest, extension charges or money deposited whichever is less shall be forfeited in favour of the Authority . Balance amount if any after forfeiting the amount as indicated above will be refunded without interest. Possession of the plot with structure, if exists, thereon, shall be resumed in

favour of the Authority and the lessee shall not be entitled to claim any compensation for the same.

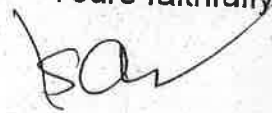
17. CONSEQUENCES OF MIS-REPRESENTATION

If any misrepresentation / concealment/ suppression of material facts is found to be made by the applicant, the entire money deposited by the applicant shall be forfeited and legal action for such misrepresentation/suppression shall be initiated.

18. OTHER CLAUSES

- (I) The Chief Executive Officer reserves the right to make such additions, alterations or modifications in the terms and conditions of tender/allotment from time to time as he may consider just and expedient.
- (II) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the Authority shall be final and binding on the applicant/ allottee.
- (III) If due to any 'FORCE MAJEURE' or circumstances, beyond Authority's control the Authority is unable to make allotment or deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded.
- (IV) For all dispute on any issue pertaining to allotment/ lease, the jurisdiction of disputes will be the District Court where the property is located and/ or the High Court of Judicature at Allahabad.
- (V) The allottee will be governed by the provisions of U.P.Industrial Area Development Act, 1976, and the Rules/Regulations framed or directions issued thereunder.
- (VI) The allottee shall be responsible for obtaining the necessary clearances from the Government Departments/Respective Departments as stipulated under relevant statutory provisions.

Yours faithfully,



Manager (Residential Plots)

Copy to:

- 1. Chief Architect Planner, NOIDA.
- 2. Chief Project Engineer, Noida for n.a. and supply of site plan
- 3. Accounts Officer, RAA, NOIDA.



Manager (Residential Plots)