

NBCC (INDIA) Limited, a Govt. of India Enterprise under Ministry of Housing and Urban Affairs (MoHUA), Government of India announces sale of commercial Super built-up area on 99 lease hold basis at Gomti Nagar Railway Station premises, Gomti Nagar, Lucknow through e-auction with the condition that any future increase in floor area ratio (FAR) and development rights that may arise there from shall remain with Rail Land Development Authority (RLDA) and the purchaser has only rights of the purchased lease hold specific BUA.

Corrigendum, if any, shall only be available on website of NBCC & MSTC by the means of updating of this Catalog. Prospective bidders are requested to download a fresh copy of this catalog atleast SEVEN (7) days before the auction as all information will be updated herein.

NBCC reserves the right to accept or reject the highest bid received or annul this e-auction process or withdraw any Unit from the proposed e-auction / sale at any time without assigning any reason whatsoever and without assuming any liability, responsibility, obligation and recourse to or of NBCC.

The intending bidder must read the terms and conditions of sale as mentioned in this offer document carefully and he/she should only submit his/her bid if he/she considers himself eligible. NBCC shall not be liable in any manner for any mistake in interpretation of any term by the bidder or the bidders failure to seek any clarifications from NBCC which may be necessary. The bidder shall also be required to register themself with MSTC by paying the registration fees and submitting KYC documents as per the existing procedure of MSTC. Contact details of MSTC have been provided above.

Details of saleable area at BLOCK R1:

| S.No. | Unit No. | Carpet Area (sft) | Super built-up area (sft) | Lease/Sale Rate (in Rs. Per. Sft.) for saleable Area | EMD [Rs Lakhs] | Designated Covered Car Parking Space |
|------------------------|----------|-------------------|---------------------------|--|----------------|--------------------------------------|
| Ground Floor R1 | | | | | | |

Reserve price: The reserve price of super built-up area is as under:

Ground Floor @ Rs/- per sft.
 Third Floor @ Rs./- per sft.

Car Parking

Parking: Number of equivalent car spaces (ECS) shall be reserved / allotted at fixed price: One covered ECS for every 625 sft of Super Built-up Area of the Unit allotted @ Rs. 2,00,000/- lakh per ECS.

Note: Covered car parking slot can be anywhere in the basement. The decision of NBCC about allotment of parking slots shall be final and binding on the applicant. Parking space may not be contiguous.

The surplus car parking space (cars/scooters) open or covered, along with other spaces in the basement- shall be the sole property of NBCC/RLDA and it can sell/utilize/allot at its discretion at any stage to any of the buyers/allottees in this complex.

Conversion factor of 1 Sqm =10.764 Sft. shall be applicable wherever required.

NOTE:-*The bidders are required to quote for the bidding rate per Sft on Super Built up area of the Unit in the e-auction equal to or over and above the reserve price against Unit for which the bid is submitted. The bid for e-auction shall start with the reserve price, and the minimum increment shall be Rs 100/- per Sft. The one-time reservation / allotment charges for ECS are payable extra at fixed price as shown above.*

NBCC on behalf of RLDA/RAILWAYS shall make allotment of the Unit only if the bid price quoted in e-auction is equal to or higher than the reserve price.

Note 1: Pre Bid EMD:

Both Pre-Bid EMD and Transaction Fee per unit has to be deposited together, In case only one is deposited the bidder will not be authorized to participate in the Auction.

1. Pre-bid EMD per unit is to be deposited with MSTC through e-Payment latest by (One day before the e-auction date). The payment should reach MSTC atleast one day before the auction. Bidders are advised to make payment through RTGS/NEFT/e-Payment atleast 2 days before the auctions so that amount is credited to MSTC in time. MSTC is the Company engaged by NBCC for conduction the e-auction.
2. The pre-bid EMD payment is to be made from the bidders own account in case of an individual/proprietary firm and from Company's Account in case of a Limited company.
3. Only THOSE PARTIES WHO HAVE DEPOSITED PRE-BID EMD SHALL ONLY BE ALLOWED TO PARTICIPATE IN THE E-AUCTION.
4. This Pre-Bid EMD of successful bidder will be forwarded by MSTC to NBCC as security deposit for the tenure of contract. EMD of highest bidder (to be termed as **Allottee** after issuance of allotment-cum-demand letter by NBCC on behalf of RLDA/RAILWAYS shall be treated as part payment towards sale of Unit and shall be adjustable in the consideration value as per details mentioned in the payment schedule.
5. Pre-bid EMD of unsuccessful bidders shall be returned after closure of the e-auction within three working days.

6. A bidder may remit the Pre-Bid EMD and Transaction fee by The Pre Bid and Transaction fee received after this date will not be authorized by the system.
7. **All bidders are informed that Payment towards MSTC Service Charge has to be mandatorily made through e-Payment only. A guide for e-Payment is available at [e-Payment Guide](#)**
8. Any other mode of payment except NEFT/RTGS/e-Payment will not be accepted. DDs shall not be accepted.
9. No interest will be payable by MSTC/NBCC on refund of the EMD amount.

By submitting the Pre-Bid EMD it is understood that a bidder has read and understood terms & conditions of allotment as well as the conditions contained in the offer document and unequivocally accepted the same. The bidder also understands that he/she shall be legally bound to purchase the Unit at the final bid price offered by them/him in the e-auction, subject to selection / acceptance by NBCC.

Note 1A: Transaction Fee:

1. All participating bidders will be required to submit transaction fee @ Rs 25,000/- plus GST per unit for participation in the e-Auction.
2. The total amount as on date of publishing of this catalogue is Rs 29,500 (including 18% GST). In case of any statutory change in rate of Taxation by the Government, this amount will be changed accordingly.
3. To submit the transaction fee a bidder can go to the e-Payment link in their login.
4. On clicking the link bidder has to select others, the office as Northern Regional office and then select the auction number.
5. In the auction number input the amount for the number of units a bidder wishes to participate in. for example if a bidder wishes to participate in e-bidding for 2 units, then bidder will deposit Rs 59000/- as Transaction Fee.
6. Only on receipt of both Pre-Bid EMD and Transaction fee will be bidder be authorized to participate in the auction.
7. A bidder may remit the Pre-Bid EMD and Transaction fee by The Pre Bid and Transaction fee submitted after this time will not be authorized in the system.

Note 1B: Registration:

1. Link for [Registration Guide](#)

Note 2: Auction details:

1. THE STARTING PRICE/RESERVE PRICE FOR E-AUCTION IS AS UNDER:

Ground Floor @ Rs/- per sft.

Third Floor @ Rs.-/- per sft.

2. The Bidders who are participating in the e-auction shall submit their bids at reserve price or with a minimum incremental of Rs 100/- (One hundred rupees only) over and above the Starting Price. i.e a bidder can bid Rs,, etc., If the bidder chooses to bid 10000, the next bidder can bid Rs or higher in the multiple of Rs. 100/- per sft.

Note 3: Project Details:

1. [Link for Project Brochure](#)

Note 4: Eligibility:

1. The Applicant should be legally competent to enter into a contract in India as per Indian Constitution and RBI Guidelines.
2. The Applicant may be an individual person, registered partnership firm / LLP, trust, registered co-operative society, incorporated public or private limited company, State Governments, Central Govt. Departments, Public Sector Undertakings/ Govt. Autonomous Bodies etc.
3. In case the application is being submitted by an entity (other than an individual i.e. a firm/ company/etc), the application shall be accompanied by inter-alia, a duly executed authorization (power of attorney signed by functional directors or Board Resolution etc.,) in favour of the authorised signatory.
4. In case of an application made on behalf of a company or a registered partnership firm or registered co-operative society or trust, the Application shall be, inter-alia, accompanied by a notarized copy of the deed, MoA, AoA, certificate of incorporation / registration with concerned Government authority and such other charter documents thereof as may be relevant.
5. In case of application made by a minor, it should be through legal or natural guardian. In case of a minor, age proof and name of guardian is required along with submission of proof of guardianship.

Note 5: INSPECTION OF SITE AND DOCUMENTS:

1. NBCC (India) Limited is the implementing agency and is authorised to market the commercial super built-up area on behalf of RLDA/RAILWAYS, authorised vide Memorandum of Understanding dated 30th June, 2017 (**MOU**) entered into between the said parties. All documents referenced in the offer document

including MOU/revised MoU between NBCC & RLDA shall be binding on the bidders / allottees.

2. The Applicants are expected to satisfy themselves about the location of the plot, built up area, title of the land, statutory approvals and other details before submission of application for purchase of commercial super built-up area. The submission of the Application shall be an acknowledgment of the Applicant having satisfied itself of the project in all respects.

Note 6: PAYMENT SCHEDULE:

| Sl. No | Instalment Description | Amount payable |
|---------------|--|--|
| 1. | Along with Application Form | EMD |
| 2. | Within 72 Hours of closing of the e-auction (in case the day of payment happens to be Sunday or bank holiday then it shall be deposited by next working day) | 10% of the highest bid price = (i.e. 10% of highest bid rate * super BUA less EMD amount) plus applicable taxes |
| 3. | On completion of 90% of excavation work of the Tower. | 10% of the Basic sale consideration value of space allotted plus balance payment of ECS against initial payment of 10% with applicable taxes |
| 4. | On completion of 90% of the raft of basement for the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 5. | On 90% completion of RCC work upto plinth level of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 6. | On 90% completion of RCC work upto 1 st floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 7. | On 90% completion of RCC work upto 2 nd floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 8. | On completion of 90% of RCC work up to 3 rd floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 9. | On completion of 90% of RCC work up to 4 th floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 10. | On completion of 90% of fixing of doors, windows & flooring etc. of Tower. | 5% of the Basic sale consideration value of space allotted plus applicable taxes |
| 11. | On completion of 90% external development works (surrounding the Tower within the complex) | 5% of the Basic sale consideration value of space allotted plus applicable taxes with advance Maintenance charges and Sinking Fund charges for two years with applicable |

| | | |
|-----|--|--|
| | | taxes |
| 12. | On installation, and initial testing of equipment and offer to carryout fitment. | 5% of the Basic sale consideration value of space allotted plus applicable taxes |
| 13. | Within 60 days from offer of possession. | 5% of the Basic sale consideration value of space allotted along with IFMS and other allied charges, advances etc. With applicable taxes |

- Basic Sale Consideration shall be cost of super BUA worked out on successful/bid price for the particular unit plus mandatory car parking space.
- Construction status for the payment for particular milestone shall be certified by NBCC.
- The sequence of construction milestone related to payment of corresponding instalment may vary and accordingly the respective instalment shall be due for payment.
- (The stamp duty, registration charges, GST and any other statutory charges/dues as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Allottee/ buyer).
- All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the Super Built up Area.
- In case the amount payable at SI No. 2 of the table above is not paid within the stipulated period, then the EMD shall stand forfeited and NBCC shall proceed with further sale of the concerned Unit without any notice to the Bidder. Any delay in release of amount as above shall attract interest to be calculated at the Default Rate. In case of delayed payment first outstanding interest amount shall be adjusted from any subsequent and the balance amount, if any, shall be accounted towards to the instalment or as the case may be.

Account details for depositing post auction payments (Pre-Bid EMD should not be deposited in this account):

Account Title: RLDA Escrow Gomti Nagar

Bank Name: Indian Bank

Branch: Indian Bank, New Delhi Main Branch.

A/c No: 6711071801

IFS Code: IDIB000N022

Note 7: E-AUCTION METHODOLOGY AND TERMS

1. The bidding shall be for sale price per sft. of the Super Built-Up Area. The bidders are required to quote the sale price in the e-auction equal to or over and above the reserve price. The reserve price as mentioned in the offer document may be treated as final price.
2. All the units shall remain open for sale simultaneously.
3. The applicant can bid for any unit he wants to bid.
4. If an applicant has deposited EMDs for multiple units, then he can be the highest bidder of the units equal to the numbers of EMD deposited by him.
5. If the bidder has submitted EMD for one unit then as long as he remains highest bidder for a particular unit, he can-not bid for other unit. In case the bidder becomes successful bidder (H-1) on any unit and bid closes then he cannot bid for any other unit.
6. In case any bid is given within the last 8 minutes period before closing of bid, then an extension of time of 8 minute(s), shall become due automatically and this extension in period shall continue till no fresh bid is received in last 8 minutes period from the scheduled/extended period of closing of bid. If no fresh bid is received in last 8 minutes period from the scheduled/extended period of closing of bid then bid shall get automatically closed.
7. NBCC reserves the right to amend/modify/add the terms & conditions of sale at any stage prior to the date of e-auction, without assigning any reasons whatsoever; and/or accept/reject any or all or withdraw any commercial Unit from sale at any stage prior to issuance of allotment letter, without assigning any reason; but with prior intimation to applicant. Bidders are advised to download a fresh copy of this catalogue as available on at least 5-6 days before the auction so as to have an updated catalogue.
8. The bid shall be for rate corresponding to the Super Built-Up Area mentioned in the offer document. It is presumed that the intending bidder has inspected the site and has familiarized himself/itself with the prevalent conditions in all respects. The cost of any Unit shall be worked out based on the Super Built-Up Area mentioned and corresponding highest bid. In case at the time of handing over, there is an increase / decrease in the Super Built-Up Area of the Unit due to any reason, then the sale value of space shall be adjusted accordingly. However the accepted cost of the space shall have to be deposited as per allotment terms before taking the possession of the built-up area. The bidder has satisfied himself/ themselves as to the extent of area being made available.
9. The bidders are not permitted to withdraw/ modify/ surrender the bid once the process of bidding is concluded and in case the bid is withdrawn/modified or surrendered then the EMD of the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to NBCC / RLDA.
10. The highest bidder is required to pay a sum equivalent to 10% of its bid amount, after adjusting the earnest money deposit (EMD), within 72 Hrs of the time of closing of E-auction. This amount is to be paid to NBCC (INDIA) LIMITED

at the account details given above. If this amount is not paid by the scheduled time as above, it shall be deemed that the bid has been revoked / withdrawn and the EMD shall stand forfeited. The bidder is required to deposit this amount with NBCC (INDIA) LIMITED in the above specified period without waiting for any demand notice from NBCC.

11. The areas given and the drawings provided are subjective and may decrease/increase as per local / statutory authorities at the time of sanctioning of the Building plans.

Note 8: ACCEPTANCE / REJECTION OF THE BID

1. The acceptance of the highest e-auction bid shall be at the sole discretion of the NBCC, even if amount equivalent to 10% of the highest bid has been remitted by the successful bidder. NBCC does not bind itself to confirm to the highest bid & reserve its right to reject all or any of the bids without assigning any reasons, whatsoever and the decision of the NBCC in this regard shall be final and binding to the bidders. In case of cancellation of bid or offer is not accepted by NBCC, the EMD of the highest bidder, shall be refunded without any interest within 7 working days of the cancellation of the bid or rejection of the offer.

Note 9: ISSUE OF ALLOTMENT-CUM-DEMAND LETTER TO THE ALLOTTEE:

1. The allotment-cum-demand letter will be issued by NBCC to the allottee after acceptance of the bid. The allottee is required to deposit the balance bid amount and other due payments through bank transfer/e-Payment as per payment schedule to be mentioned in detail in the allotment-cum-demand letter. Any delay in release of balance payment by the allottee shall attract interest on delayed amount to be calculated at the Default Rate.

Note 10: INTERPRETATION OF CLAUSES OF THIS DOCUMENT:

1. In case of dispute between the parties in respect of interpretation of clauses of this catalogue and/or subsequent allotment letter/demand letter/ contract to sell, terms and conditions of e-auction and allotment, etc., the same shall be interpreted solely by NBCC and shall be final and binding on the Allotees.
2. The cost of attached ECS is not included in the cost / rates to be quoted for Unit and the attached ECS shall be compulsory allotted at the fixed rates as mentioned above. NBCC can reduce number of car parking ECS than as mentioned above, without any notice. The decision of NBCC shall be final & shall be binding on the applicant. The bidders may indicate their additional requirement of covered car parking spaces. However, the same shall be allotted at the above mentioned fixed price subject to availability and at the discretion of NBCC only.

Note 11: Documents to be signed and submitted to NBCC within 72 hrs of close of e-Auction by successful bidders

- 1) Auction Catalogue

- 2) Application form
- 3) Acceptance Letter
- 4) Authorization & Undertaking
- 5) Terms & Conditions
- 6) Agreement of Sale



A Navratna CPSE

**Retail / commercial space at Gomti Nagar Railway Station
premises, Gomti Nagar, Lucknow (UP)**

APPLICATION FORM



**NBCC (INIDA) Limited, NBCC Bhawan, Lodhi Road,
New Delhi-110003.**

Telephone No.:- 011- 24367314-19, Web: www.nbccindia.com

E-Mail: sales.nauroji@nbccindia.com

APPLICATION FORM



This form is to be submitted by the intending applicant / bidder along with cost of offer document, EMD, participation fee, transaction fee and the documents duly signed by authorized representative as token of acceptance of terms & conditions of document.

The particular of the applicant(s) / bidder(s) are given for NBCC reference and record.

A. PARTICULARS OF THE APPLICANT

1. Name (Individual / Company / Trust :
Co-operative society] (IN CAPITAL)

2. Status of the applicant :
(Whether individual, sole proprietorship,
firm, company, trust, society etc.,)

3. i) Year of incorporation :
(In case of applicant being other than
Individual)

- ii) Date of birth (in case of individual) :

4. Whether the applicant is competent to contract under Indian Contract Act,
1872, Foreign Exchange Management Act, 1999 and FDI policy of Government
of India (Tick whichever is applicable)

YES _____ NO _____

5. Name of the authorized signatory of the
Firm/Company and designation : Mr./Mrs./Ms.....

: Designation.....

6. Name of Father/Husband of the Applicant :.....
(In case of individual)

7. Nationality Age:.....

8. Full residential address:

.....
.....
.....
.....

9. Correspondence address :

.....
.....
.....
.....

11. Permanent account number of the Applicant :.....

(Photocopy of the PAN CARD is to be enclosed)

12. Contact Numbers/ Name

Office :

Res :

Mobile :

E MAIL- ID :

13. Bank Details for refund of amount

Name of the Bank :

Name of the branch and its address:

Account number of the Applicant:

RTGS code of the bank :

14. CHOICE OF SUPER BUILT-UP AREA

| Sl. No. | Category | Super Built-up Area applied (Sft) | Reserved price (Rs./per sft.) | Actual Bid price per sft on super built up area | EMD |
|---------|------------------------------|-----------------------------------|-------------------------------|---|-------------------|
| 1 | Block : Floor : Unit : | | Rs. /-* | | Rs Lakhs |

* GST /all other taxes as applicable shall be charged extra

Note: Covered car parking slot can be anywhere in the basement. The decision of NBCC about allotment of parking slots shall be final and binding on the applicant. Parking space may not be contiguous.

I further understands that the surplus car parking space (cars/scooters) open or covered, along with other spaces in the basement- shall be the sole property of NBCC/RLDA and it can sell/utilize/allot at its discretion at any stage to any of the buyers/allottees in this complex.

I/We the undersigned hereby apply to NBCC for allowing me/us for the booking/allotment of a Unit (details whereof have been mentioned above) on 99 years lease at **Gomti Nagar Railway Station Premises, Gomti Nagar, Lucknow (UP)**.

I/We have read and understood terms & conditions of allotment as well as the conditions contained in the offer document and hereby unequivocally accept the same. I/We also understand that I/We shall be legally bound to purchase the Unit at the final bid price offered by me in the e-auction, subject to selection / acceptance by NBCC.

Notwithstanding the fact that NBCC has issued a receipt of an acknowledgement of the money tendered with this Application Form, I have clearly understood that this Application Form does not constitute any kind of contract including allotment confirmation or an agreement to sell and I/we have no right, interest or entitlement towards allotment of the Unit in the said project. I/We have clearly and unequivocally understood that such rights and entitlements shall accrue only after selection of my/our bid and an allotment letter has been issued to me/us. I/We understand that the drawings have been submitted to Concern authorities for approval and the same is in process.

I/We have sought detailed information from NBCC pertaining to all aspects of the project and the Unit and after a careful consideration of all facts, terms and conditions; I/We have signed and submitted this Application Form being fully conscious of my/our liabilities and obligations.

In case any detail mentioned in this Application Form is found to be false, I /we agree that the allotment shall be summarily rejected and the RLDA / NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full EMD.

I/We shall pay the balance amount payable within 72 hours, execute the agreement to sell in the prescribed Performa attached herein and in accordance with the terms & conditions of the offer document.

An acknowledgment / acceptance of terms & conditions mentioned in this offer document is also signed and being submitted along with the Application Form, as a token of acceptance of the same unconditionally.

Date:

Place:

Signature of the Applicant
or on behalf of the applicant/
Authorized Signatory

Note:

- a) Any correction in the Application Form and the Acceptance of Terms & Conditions of Sales should be initialed by the Applicant/ authorized signatory thereof.
- b) All pages of the Application Form and the Acceptance of Terms & Conditions of Sales should be signed by the Applicant/ authorized signatory thereof.
- c) A copy of MoA/ AoA / partnership deed, wherever applicable shall also be furnished with the Application Form.
- d) In case of more than one applicant (but subject to maximum of three), please attach additional sheets setting out the particulars of all such additional co-applicants.

TERMS & CONDITIONS OF SALE

1.1 NAME OF THE PROJECT

- 1.1.1 The name of project shall be **Retail / Commercial space at Gomti Nagar Railway Station premises, Gomti Nagar, Lucknow (UP)**. The successful bidder/allottee shall not be allowed to change the name of the project or building at any time, even after paying full consideration and subsequent occupation.
- 1.1.2. The subject property is located at Gomti Nagar, which is located in the East of Lucknow city. The property has frontage on Gomti Nagar Main Road, which further connects Lohia path and Padera – Raebareli Road. On rear side, a Second / New entry Rly Station Terminal building being developed which is a part of re-development of Gomti Nagar Railway Station into a world class Station with direct access of Railway passengers to this property through connecting corridors. In close proximity to the subject property, Residential colonies, Deendayal Park etc., are located. Further, the subject property abuts Kisan Bazar on the Eastern periphery.
- 1.1.3 NBCC and RLDA (Rail Land Development Authority) signed MoU for Re-development of Gomti Nagar Railway Station along with development of adjoining land parcels for commercial exploitation. NBCC is authorized to market the commercial space on 99 years lease hold basis with the condition that any future increase in FAR and development rights that may come about shall remain with RLDA and the purchaser has only rights of the purchased freehold specific BUA.

1.2 CURRENT STATUS OF THE PROJECT

As per MoU dated 30.06.2017 with RLDA, NBCC is a PMC / Implementing agency for re-development of Gomti Nagar Railway Station along with development of adjoining vacant land parcels and also will lease out the built-up commercial spaces. The Drawings of the Commercial properties have been submitted to Local authorities for approval and the same is in process. The area details provided in the offer document are as per drawings and may change slightly during implementation. NBCC is being approached with RERA for Registration.

1.3 DEFAULT RATE

The default rate shall mean the rate of interest payable by developer and /or allottees in case of default of agreement provisions of the obligations. The interest at this rate shall be payable to the other party that is non-defaulting party for a particular provisions worked out as simple rate of interest for delayed period only and it shall the State Bank of India highest Marginal Cost of Funds based lending rates plus 2%.

Provided that in case the State Bank of India Marginal Cost of Funds based lending rates is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.4 BUILT UP AREA DEFINITION

The "Built Up Area" includes entire covered area/ usable area/carpet area of the respective unit including proportionate loading of common area on the particular floor plus the proportionate share of building/tower and project common areas such as; Passage, Staircase, Lifts, Lift Lobbies, Substation, DG Room, Electric/ Fire Control Room, Pump Room, Underground Water Tank, AC Plant room, Control Room, attached architectural features/ covered balconies etc. The bidders are required to satisfy themselves about the location of the plot, Built up Area, corresponding usable areas, title of the land, status of statutory approvals and other details before submission of application for purchase of space in the Complex.

1.5 CARPET AREA DEFINITION AS PER RERA

RERA defines "Carpet Area" as "the net usable floor area, excluding the area covered by external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of apartment".

2.0 TERRACE RIGHTS

- 2.1.1 The applicant acknowledges that even after the execution of the lease deed in favour of all applicants, RLDA will continue to have exclusive rights to the terrace and carry out development on the terrace including inter-alia the right to make additions, raise additional floors, and build additional structures, subject to the applicable laws. Any development on the terrace done by NBCC shall be the sole property of NBCC / RLDA which shall be entitled to dispose it and or utilise it without any interference from the allottees.
- 2.1.2 The Applicant acknowledges and consents to NBCC's right on behalf of RLDA/Railways to connect the electricity, water, sanitary and drainage sources to the development on the terrace. However, such connections shall be made at the sole cost of NBCC/RLDA and with minimal inconvenience to the Applicant(s) but at its own cost.
- 2.1.3 Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of stories etc. shall however be borne by NBCC/RLDA.
- 2.1.4 The Applicant also acknowledges that it shall not entitle to raise any objection and/ or claim any reduction in agreed consideration / sale price of the Unit to be sold, on account of any inconvenience or any other ground whatsoever.

3.0 PARKING SLOTS / ECS

Allotment of parking slots / ECS shall be done on completion of the building. Parking slots shall be allotted area basis. The bidder may inspect parking plans in NBCC office.

Basements are planned for services and parking spaces for cars & scooters. The parking slots for three numbers scooter/bike parking has been considered equivalent to the one car parking space.

Parking slots shall be allotted to the allottees at sole discretion of NBCC and decision of NBCC in this regard shall be final and binding on the allottees.

4.0 FLOORING & FINISHING OF COMMERCIAL SPACE

The Unit shall be provided as bare-shell as specified below:

- All outer walls are combination of masonry/block work and insulated double glass facade.
- All the external finishing will be combination of GRC Jali/structural glazing/textured finish, as per the architectural requirement.
- Central HVAC system including Chiller units, boilers, pumps, high end piping, ducting, AHUs will be provided.
- All electrical systems including sub-station, LT, HT, floor panels, DBs, MCBs, MCCBs, cabling (up to DB only) will be provided.
- All piping network for water supply, sewage/liquid waste collection will be laid.
- All walls (inside of outer walls) including internal walls will be finished with plaster.
- Lift Lobbies will be provided with Granite flooring & Granite wall cladding as per architectural design.
- Staircases and staircase lobbies will be provided with granite finish. Fire staircases and fire staircase lobbies will be finished with kota stone.
- All public toilets will be completed with granite/vitrified tile flooring and cladding with all fittings & fixtures complete.
- All common corridors will be provided with granite/vitrified tile flooring.
- All corridor walls will be finished with plaster and OBD/Plastic Emulsion.
- All railings will be stainless steel railings and glass railings. MS railings will be used for fire staircases.
- All common areas including basement, external pathways, landscaping, horticulture works, etc., will be provided with broom finish vacuum dewatered reinforced concrete flooring.
- The allottees are required to do the flooring, electrical wiring, fittings and fixtures, frame/door shutters, low end HVAC system like ducting, grills/diffusers including their connections, etc., within their units. However fire doors, fire alarm & fire fighting for bare shell will be provided by the developer.
- ACS or Atrium and Corridor Shops are kiosks, which open on to the corridor and Atrium. These shops have to function as single or subdivisible Kiosks. ACS shall not have glazing or partition separating them from the shoppers to keep the look of atrium intact. The flooring in these shall be in continuation and of the same material as of the corridor/atrium/area they are located in. Air-conditioning of these Kiosks shall be from the common area air-conditioning.
- Sub-divisibility of shops is only to the extent that external fascia or glazing of the buildings is not modified or altered in any manner whatsoever.
- Entrance face to the shops needs to be submitted by the owner prior to use. For security reasons, shops will open either to the outside or to the inside - to prevent any trespassing by outsider into the building without passing security.
- Inside fire fighting/ fire alarm to be done by the allottees in conformance with the approved drawings and norms.

5.0 INSTALLATION OF SIGN BOARD

5.0.1 The successful Allottee shall be allowed to install uniform size sign board at a place & size as decided by NBCC and only on the front wall of his Unit. The Allottee shall not be allowed to put any of its sign board at any other place in the complex/ building or on facade of the building, including of the Unit purchased by the Allottee.

6.0 COMMON AREAS

6.1.1 The successful Applicant shall have proportionate undivided share but not any exclusive right in the common spaces and shall in no way encroach/ block common spaces such as corridors, lobbies, open spaces etc.

6.1.2 As the share of an Allottee in the common areas and facilities shall be undivided and cannot be separated, all Allotees shall be obliged to use the common areas and facilities within the said complex harmoniously along with other allottees, owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them subject always to the timely payment of maintenance charges, dues, taxes and other liabilities.

6.1.3 All the fixtures and equipment in the common areas or for common use like the electric panels ,lifts, pumps etc. shall be the joint property of owner of Units and NBCC/ RLDA (for only the unsold portions).

7.0 STRUCTURAL CHANGES

7.1.1 The Allottee/ buyer will not make any structural additions/alterations in the commercial space purchased by it or in any other part of the complex without written permission from NBCC, the maintenance agency, the association of Applicants/ buyers (if formed) as well as the concerned authorities.

7.1.2 The Allottee/ buyer shall not make any changes in the external façade or external colour scheme of the building under any circumstances.

7.1.3 The Allottee/ buyer shall be solely responsible for all deviations, violations of any of the conditions or rules or bye laws of local, State, Central Govt. Authorities and shall be responsible for structural, fire and other safety measures at all times after handing over of the Unit to the Allottee by NBCC. The Allottee shall also be solely responsible for any damage to the structure of the space or fixtures, in either the common areas or spaces purchased by others, caused either by itself or its employees, guest or any other person claiming through them.

7.1.4 The Allottee/ buyer shall use the commercial space only for the purpose which is permissible by local bodies and shall not use the said Unit for any purpose which may or is likely to be a cause of nuisance or annoyance to neighbouring properties

or for any illegal or immoral purpose. In any case the Allottee shall be solely responsible for all damages/liabilities that may become payable including penalties from local authorities, if any.

8.0 MAINTENANCE

- 8.1 Maintenance of the entire complex (common areas/ services) shall remain with RLDA/NBCC. All allottees shall have to sign the maintenance agreement with NBCC before taking over possession of the space. Maintenance charges shall be applicable from the date of handing over of physical possession of 20% of super Built up Area in the commercial complex.
- 8.2 Maintenance charges for two years shall have to be paid in advance along with the balance dues before taking over possession of the office space. Thereafter the maintenance charges shall be payable in advance on quarterly basis, whether demanded or not. Delay in release of maintenance charges shall attract simple interest for delayed payment at Default Rate. On completion of three years of maintenance period, there shall be an increase of 20% (Twenty percent) in maintenance charges on last applicable charges.
- 8.3 Till the handing over of 20% of the super Built Up Area of complex to the respective Allotees/ Buyers, only essential common services shall be made functional in the complex i.e. excluding power backup and Air conditioning etc.
- 8.4 After handing over of physical possession of 20% of the Super Built Up Area of the commercial complex, the maintenance charges shall be applicable to all the Allotees including those, who may not be using the Unit or have not taken possession of the Unit even after the passage of a period of two months from the date of offer of possession.
- 8.5 The amount of maintenance charges shall be as per the following table:

| Sl. no | Description | Retail and Office |
|--------|---|---|
| 1. | Maintenance charges w.e.f the date of offer for occupancy | Rs. 12 /-* per sft of Super Built Up Area |

*Taxes as applicable shall be extra.

The aforesaid maintenance charges shall be revised every three years by 20% on the last paid rates.

- 8.6 The maintenance services include the following:
1. In case of failure of regular power, Power back up facility in all common areas between 9.00 AM to 10.00 PM (13 Hrs).

2. Security of common areas.
3. Upkeep of common toilets.
4. Cleaning of common areas.
5. Running and operation of common services as per above timings.
6. Replacement of damaged parts of the common services.
7. Insurance premium for equipment providing common services.
8. CCTV Surveillance etc.,
9. Maintenance of Lifts and Escalators.
10. Running and operation of DG sets (except fuel charges)
11. Cost of power and water consumed in the common services.
12. Running & operation of STP.

The followings are not included in the maintenance charges; which shall be charged on actual costs incurred (calculated on pro-rata basis):-

- i) Power consumption in Unit.
 - ii) Consumables including annual maintenance of DG set.
 - iii) Fuel consumed for DG set (based on actual consumption-on pro-rata basis)
 - iv) Additional charges for obtaining additional load from local electric authority, if required.
 - v) Cost towards periodic overhauling/ replacement of equipment shall be charged separately/additionally from the occupants from pro-rata to the area occupied/ purchased.
- 8.7 The Applicant acknowledges that the maintenance services are limited to the maintenance of inter-alia, various equipment like the lifts, generators, pumps etc., However, being machines, they may break-down from time to time due to any Force Majeure reasons or general wear and tear. In such circumstances, the cost of repairs/ replacement of damages of components or the entire equipment shall be borne proportionately by all the Allottees/ buyers.
- 8.8 The maintenance services are provided in a bundle and charged accordingly. The Allottee shall have no right to seek concessions on the ground that it does not require certain services or that certain services had to be suspended due to maintenance or any other reason.
- 8.9 The maintenance services shall be provided on working days i.e. excluding all Sundays and Gazetted holidays (Gazetted holidays limited to 10 Nos per year as may be decided by NBCC).
- 8.10 The maintenance services are provided for the common areas only. The allottee acknowledges that it shall remain solely responsible for the maintenance of the Unit purchased by it including the cost of electricity, water etc.
- 8.11 In the event of any Applicant/ buyer defaulting in payment of the maintenance charges by over three months, NBCC, in addition to the sub-clause 11.02 and at

its sole discretion, shall have the right to shut down the electricity connection and/or water connection to the Unit purchased by the defaulting Allottee/ buyer.

- 8.12 On specific request by any Applicant, DG services and air-conditioning / chilled water can be provided specifically for periods beyond the specified time or on holidays, subject to the payment of additional charges as provided herein under; The additional charges shall be as under:

| Description | Rate (Rs) |
|---|--|
| Running of DG | 2500/- per hour (Excluding fuel charges) |
| Running of air-conditioning / chilled water | As agreed mutually between Buyers and Developer. |

IFMS

The Applicant shall also be liable to pay an amount of **Rs 50/- per square feet** of Super Built up Area at the time of taking possession towards 'Interest Free Maintenance Security' (IFMS) which shall be separately maintained by NBCC and shall be utilized for the maintenance of the complex. On formation of Society of allottees and while handing over of the maintenance services to such Society, the unspent principal amount, if any shall also be transferred to such Society.

9.0 AGREEMENT TO Lease

9.1 RLDA through its nominated office/officer will sign the 'Agreement to Lease' in favour of the Allottee/ buyer after payment of 10% of sale consideration value to NBCC and on completion of all other formalities.

9.2 The Allottee shall bear all costs, charges and fees towards the applicable stamp duty, registration charges as well as applicable taxes, cess, surcharges thereto.

9.3 The 'Agreement to Lease' will be executed in Delhi and will be subject to exclusive jurisdiction of the Courts at Delhi.

9.4 All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including the cost of incidental to the Lease agreements and other writings, if required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the allottee alone.

10.0 LEASE/SUB LEASE DEED

- 10.1 Upon receipt of the completion / occupancy certificate from the concerned authorities and on receipt of all outstanding dues from the allottees including maintenance, security and balance advance if any, RLDA through its nominated office/officer shall execute the Lease/Sub Lease Deed in favour of the Allottee and NBCC shall however facilitate the execution.
- 10.2 The Allottee shall bear all costs, charges and fees towards the applicable stamp duty, registration charges as well as applicable taxes, surcharges thereto.
- 10.3 The Lease/Sub Lease Deed shall be executed and shall remain subject to the exclusive jurisdiction of the Courts in Delhi.

11.0 PROPERTY TAX AND OTHER TAXES

- 11.1 The Allottee/ buyer shall be responsible for making payment of property tax and all other applicable taxes directly to concern statutory authority w.e.f. the date of handing over of possession. The allottee/ buyer shall also be responsible for the proportionate share of the any taxes liveable on the common area of the complex.
- 11.2 Any amount towards any other applicable tax/surcharge applicable on such payment shall be payable additionally by the Allottee/ buyer at such rates, terms & conditions which may be applicable under law.

12.0 COMPLIANCE WITH STATUTORY REGULATIONS

The Allottee shall comply with all statutory provisions, rules & regulations, bye-laws etc., in all respects, including payment of all fees, taxes in accordance with the provisions of:-

- i) Any Central or State enactment/ notification, ordinance or other Statute, or any regulation or bye law of any local or other duly constituted authority in force from time to time.

13.0 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that the Allottee/ buyer has purchased the Unit by suppression of any material factor misrepresentation or fraud, NBCC reserves the right, at its sole discretion, to cancel the allotment and/or revoke the Agreement to Lease and the EMD and other amounts paid by the Allottee/ buyer shall be forfeited. NBCC shall also be entitled to take over possession of the Unit from the Allottee/ buyer.

In such an event, the Allottee/ buyer will not be entitled to any compensation whatsoever, or refund of any EMD or any other amount paid by him and NBCC at its sole discretion shall re-sell / re-allot the Unit.

14.0 HANDING OVER:

The physical possession of the Unit will be handed over to the Allottee / buyer only upon receipt of the necessary statutory clearances and occupation certificate from the concerned authorities (this time is additional to physical completion time as per clause 14.3) and subject to payment of balance sale consideration amount along with all other dues, interest, charges, taxes etc.,

The NBCC, upon completion of the structure but prior to obtaining of the post construction approvals from statutory authorities, may at its sole discretion offer provisional physical possession of the Unit to the Allottee for carrying out interiors etc., subject to the payment of any balance sale consideration amount along with all other dues, interest, charges, taxes etc., The Allottee can however, start functioning from the Unit purchased, only on getting the final possession i.e. with all the statutory post construction approvals from various authorities.

14.3 The physical completion period of the project is 36 months from the issuance of allotment letter. The Allottee is further made aware that if, the completion of the projects delayed due to force majeure reasons which are unforeseen and beyond the reasonable control of a party (such as acts of God or the public enemy, expropriation, compliance with any order or request of Government or judicial authorities (not occasioned due to breach of NBCC / RLDA), acts of war, rebellions, sabotage, fire, floods, illegal strikes, or riots etc.), then the NBCC shall be entitled to a proportionate extension of time.

In case of delay in completion of the building beyond the stipulated period and subject to any extension of time, which NBCC may be entitled to, the Allottee shall be entitled to a simple interest as per default rate described in clause 1.3. on the amount paid to NBCC, for the period of the delay, from the specified date of completion of the complex and handover of possession of Unit up to the date of handing over of possession and/or such other remedy and relief as prescribed under the Real Estate (Regulation and Development Act, 2016). NBCC shall, however, not be held liable for the delay on part of the concerned authorities in granting the necessary permissions and occupation certificate (not occasioned due to any breach or deficiency on the part of NBCC / RLDA).

14.4 The adjustment of such compensation shall be done only at the time of execution of sale Deed.

15.0 HOLDING CHARGES

The possession of the Unit allotted shall have to be taken over by the Allottee / buyer by the due date intimated in the "offer of possession", failing which "Holding Charges" @ Rs. 1.00 per sft per month shall be charged for the entire period of delay besides payment of maintenance charges along with interest at Default Rate for delayed payment.

16.0 TERMINATION/WITHDRAWAL CANCELLATION OF BOOKING / ALLOTMENT

The proposed project is a self-financing model of re-development project. As such sudden cancellation of booking / allotment may threaten the project in its entirety. Therefore, upon such withdrawal/ termination / cancellation of allotment, the amount paid by the Allottee shall be refunded without any interest and after deduction of the forfeiture / cancellation amounts as mentioned below:

| | | |
|-----|---|---|
| i) | Withdrawal/ Termination / cancellation of booking due to Non-payment of 10% within 72 hrs of closing of e-auction | Entire EMD shall be forfeited |
| ii) | Withdrawal / Termination / cancellation of allotment due to Allottee's default, after payment of 10% | 10% of the final / successful bid price shall be forfeited + taxes as applicable if any |

The refund to the Allottee / buyer, after deductions as provided for, shall be made within 60 days from the date of withdrawal/cancellation by sending a cheque / DD / RTGS in the name of Allottee / buyer at the registered postal address only. It is further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and NBCC shall proceed with resale of Unit at its sole discretion.

17.0 TRANSFER OF PROPERTY RIGHTS

- 17.1 The sale of the Unit in the project to the Allottee/ buyer shall be on Lease-hold basis with the condition that any future increase in FAR and development rights these of shall vest with RLDA / NBCC to be used strictly in the manner permitted under applicable laws.
- 17.2 Till the execution of Sale Deed, on specific request of the Allottee, NBCC, at its sole discretion, may transfer the allotment of the Unit in favour such third party, as requested by the Allottee.

- 17.3 Such transfer, if allowed, shall be subject to the payment of 2% of the sale value / consideration (as sold to the Allottee) of the Unit as transfer charges. Upon payment of the transfer charges, NBCC shall enter upon fresh agreement to Lease with such third party, which shall undertake to abide by all terms & conditions agreed to by the Allottee
- 17.4 Any such transfer shall also be subject to payment of all outstanding dues, charges, interest and any other amount under the earlier Agreement to Lease with the Allottee, as shall be payable to NBCC.
- 17.5 The Allottee shall indemnify NBCC and keep it indemnified against any claim made by the third party as a result of any court order which may arise from such transfer including expenses borne by NBCC in defending any such claim.
- 17.6 The Allottee agrees and acknowledges that it shall have no claim against NBCC, in the event of such request for transfer being declined, for any reason, including but not limited to the dubious financial situation of the third party.

18.0 STRUCTURAL SOUNDNESS

- 18.0 The quality control of the project has/ is being implemented by NBCC as per approved quality norms and approved plans.
- 18.01 The Allottee shall however, be solely responsible for ensuring the safety and structural soundness, in the event of any modification/ alteration/ interior works that may be carried out in the Unit purchased by such Allottee/ buyer.

19.0 ELECTRICITY CONNECTION & FIXTURES

- 19.1 The Allottee/ buyer shall be liable for payment of water, electricity connection charges for their own premises and in case bulk connections are delivered by the authorities, in that case the buyers of space shall share cost on pro-rata basis including that of common area services connections.
- 19.2 The Allottee/ buyer shall bear the cost towards electrical fixtures such as fans, lights etc., in its Unit and the cost of the same is not included in the reserve price of the Unit.
- 19.3 NBCC will install electrical fixtures in common area as per the requirement as designed and finalized by NBCC. The cost towards such fixtures shall be deemed to be included in the reserve price. The subsequent replacement of fixtures in common areas shall be done by NBCC (in the capacity of entity maintaining the complex) and shall be charged as part of the maintenance charges.

20.0 FINANCIAL TERMS

- 21.1 The cost on account of security deposit paid/payable to concern authority towards connections shall be borne by the Allottees / buyers on pro-rata basis and is payable in addition to price quoted in the terms & conditions.
- 21.2 NBCC shall charge 5% towards handling charges on proportionate basis from each Allottee/ buyer on the payments made to concerned authority on behalf of buyers over and above the principle amount payable to these authorities. The buyers shall have to make such payments to NBCC within 15 days of raising the bills along with handling charges on the buyers. The delay in making the payments after 15 days of raising the bills shall attract interest @ Default Rate P.A. compounded half yearly. The taxes, if any, shall be borne by the allottee/ buyer of Super built up area.
- 21.3 If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by concern local/ central government body towards house tax, property tax or any other taxes, levies or charges, the same shall be borne by Allottee/ buyer. House tax will be payable by each Allottee/ buyer to the concern authority.

21. CLARIFICATIONS

- 21.4 The bidder requiring any clarification on the bid document may notify NBCC in writing at least 7 days prior to the schedule date of submission of offer document. No request for clarification shall be entertained thereafter. NBCC shall try to send the clarifications on the email address of intending bidder. However, if the bidder participates in the e-auction then it shall be presumed that no query of the bidder remain unanswered, even if no reply has been sent by NBCC.

22.0 VALIDITY

The highest bid or the second highest bid shall be valid for acceptance by NBCC for a period of 90 (ninety) days from the date of e-auction.

23.0 MISCELLANEOUS CONDITIONS:

- 23.1** The Allottee/ buyer shall maintain at his own cost, the Unit purchased by him, in a state of good condition and repair at all the time and shall abide by all the applicable bye-laws, rules and regulations and shall attend, answer and be responsible for all deviation, violation of any of the conditions or rules or bye-laws.
- 23.2** The Allottee/buyer shall, at any time before or after execution of the Lease Deed, not encroach upon the common areas and shall do no such act as may harm or damage the partition walls, common equipment and/or electrical fixtures, sewers, drains, pipes and appurtenances thereof in good conditions and in particular so as to support, shelter and protect the parts of building other than their premises. The Allottee/ buyer shall make good any damage caused to any common area or

common equipment or fixtures caused either by itself or its employees, labour, guests or any other person claiming through it.

- 23.3** The Allottee/ buyer shall not store in the Unit any goods of hazardous, combustible or dangerous nature or are so heavy as to affect the structure of the complex.
- 23.4** In the event of any additional service being provided or any expansion being made for providing additional services, the Allottee/ buyer shall be charged the actual or proportionate cost of such service and/or expansion (as may be applicable). +
- 23.5** All or any disputes arising out of and in connection to the present Application Form shall be subjected to the exclusive jurisdiction of the Courts of New Delhi.

Annexure I

Payment Plan

| Sl. No | Instalment Description | Amount payable |
|---------------|---|---|
| 1. | Along with Application Form | EMD |
| 2. | Within 72 Hours of closing of the e-auction (in case the day of payment happens to be Sunday or bank holiday then it shall be deposited by next working day) | 10% of the highest bid price = (i.e. 10% of highest bid rate * super BUA less EMD amount) plus applicable taxes |
| 3. | On completion of 90% of excavation work of the Tower. | 10% of the Basic sale consideration value of space allotted plus balance payment of ECS initial payment of 10%with applicable taxes |
| 4. | On completion of 90% of the raft of basement for the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 5. | On 90% completion of RCC work upto plinth level of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 6. | On 90% completion of RCC work upto 1 st floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |

| | | |
|-----|--|--|
| 7. | On 90% completion of RCC work upto 2 nd floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 8. | On completion of 90% of RCC work up to 3 rd floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 9. | On completion of 90% of RCC work up to 4 th floor roof slab of the Tower. | 10% of the Basic sale consideration value of space allotted plus applicable taxes |
| 10. | On completion of 90% of fixing of doors, windows & flooring etc. of Tower. | 5% of the Basic sale consideration value of space allotted plus applicable taxes |
| 11. | On completion of 90% external development works (surrounding the Tower within the complex) | 5% of the Basic sale consideration value of space allotted plus applicable taxes with advance Maintenance charges and Sinking Fund charges for two years with applicable taxes |
| 12. | On installation, and initial testing of equipment and offer to carryout fitment. | 5% of the Basic sale consideration value of space allotted plus applicable taxes |
| 13. | Within 60 days from offer of possession. | 5% of the Basic sale consideration value of space allotted along with IFMS and other allied charges, advances etc. With applicable taxes |

- Basic Sale Consideration shall be cost of super BUA worked out on successful/bid price for the particular unit plus mandatory car parking space.
- Construction status for the payment for particular milestone shall be certified by NBCC.
- The sequence of construction milestone related to payment of corresponding instalment may vary and accordingly the respective instalment shall be due for payment.
- (The stamp duty, registration charges, GST and any other statutory charges/dues as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Allottee/ buyer).
- All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the Super Built up Area.
- In case the amount payable at SI No. 2 of the table above is not paid within the stipulated period then the EMD shall stand forfeited and NBCC shall proceed with further sale of the concerned Unit without any notice to the Bidder. Any delay in release of amount of instalment shall attract interest to be calculated at the Default Rate. In case of delayed payment first outstanding interest amount

shall be adjusted from any subsequent and the balance amount, if any, shall be accounted towards to the instalment or as the case may be.

Details of saleable area at BLOCK R1:

| S.No. | Unit No. | Carpet Area (sft) | Super built-up area (sft) | Lease/Sale Rate (in Rs. Per. Sft.) for saleable Area | EMD [Rs Lakhs] | Designated Covered Car Parking Space |
|-------|----------|-------------------|---------------------------|--|----------------|--------------------------------------|
|-------|----------|-------------------|---------------------------|--|----------------|--------------------------------------|

ACCEPTANCE LETTER

(TO BE SUBMITTED WITH 72 HOURS OF CLOSE OF E-AUCTION)

To,

The Executive Director

NBCC (India) Ltd,
NBCC Bhawan,
Lodhi Road,
New Delhi-110003

Sir,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

1. The offer document containing terms & condition for sale of commercial built up space on Sublease/Lease hold basis **at Gomti Nagar Railway Station premises, Gomti Nagar, Lucknow (UP)** has been downloaded by me/us from website of NBCC. I/We have carefully read through the same and hereby unconditionally accept the terms & conditions and bid document in its entirety. I hereby accept the condition that any future increase in FAR and development rights that may arise there from shall, to the extent available and subject to be used strictly in the manner permitted under applicable laws, remain with the land owning authority(ies).
2. I/ we acknowledge and consent that after unconditionally accepting the terms & conditions in its entirety, it shall not be permissible for me/us to put any remark(s)/ condition(s) along with the bid and the same has been followed in the present case. In case this provision of bid document is found violated at any time, I/we agree that the Application Form shall be summarily rejected and NBCC without any prejudice to any other right or remedy be at liberty to forfeit the full earnest money deposit (EMD) absolutely.

Yours faithfully

(Signature of Applicant)

Place:

Date:

Authorization & Undertaking

(On Non Judicial stamp paper of Rs. 100)

We, (1) _____ (Name of 1st partner),

(2) _____ (Name of 2nd partner),

(3) _____ (Name of 3rd partner).hereby authorize

Sh. _____ (Name of lead partner) to act as lead partner to sign the bid offer document, to make payments and conclude the sale on our behalf as per provisions of offer document at _____, New Delhi.

We do ratify & confirm and agree to ratify & confirm that all the acts, deeds things done by M/s _____(Lead Partner) in respect to above offer shall be binding on us. We shall be jointly & severally responsible for fulfilling the offer conditions, addendum(s) etc., It is clearly understood by us that in case of default of any condition by any of us, NBCC at its sole option can cancel the booking/allotment and forfeit the application amount and / or any amount deposited by any of us with NBCC. We herewith confirm that in this eventuality we (individually or collectively) shall have no right or lien on space / property & NBCC at its sole option can proceed with the Sale/Sub Lease of property to any other party.

We further ratify & confirm and agree that we shall take the permission/consent of NBCC for sub-dividing the built-up space allotted to us for the purpose of subletting and will abide by the terms and conditions of offer document.

In witness whereof those present have been signed by us onth day of2018

1) (1st partner)

2) (2nd partner)

3) (3rd partner)